



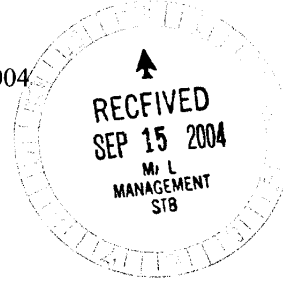
Brotherhood of Locomotive Engineers and Trainmen
A Division of the Rail Conference-International Brotherhood of Teamsters
General Committee of Adjustment
Union Pacific Railroad-Central Region

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C.R. Rightnowar
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R.E. Rhodes
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3RD VICE-CHAIRMAN
W.D. Gaddy
SECRETARY-TREASURER

2/2001

September 14, 2004



Mr. Vernon A. Williams, Secretary
Surface Transportation Board
1925 K Street NW Room 888
Washington, D.C. 20423

Re: Finance Docket No. 32760 (Sub-File 43)

Dear Mr. Williams:

ENTERED
Office of Proceedings

SEP 15 2004

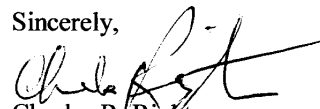
Part of
Public Record

Please find enclosed for filing one original and ten copies of the ORGANIZATION'S OPPOSITION TO CARRIER'S SECOND MOTION FOR EXTENSION OF TIME TO FILE APPEAL FROM ARBITRATION AWARD.

Our records do not reflect whether we included 10 copies with our original ORGANIZATION'S OPPOSITION TO CARRIER'S MOTION FOR EXTENSION OF TIME TO FILE APPEAL FROM ARBITRATION AWARD, filed August 9, 2004; as such, we have enclosed 10 copies of our first filing. This first filing is incorporated by reference into our second filing, and the Carrier has acknowledged receipt of our first filing by its attorney's reference within the Carrier's second filing.

Thank you for your consideration to this matter.

Sincerely,


Charles R. Rightnowar

BEFORE THE
SURFACE TRANSPORTATION BOARD

FINANCE DOCKET NO. 32760, SUB-FILE 43

IN THE MATTER OF ARBITRATION BETWEEN UNION PACIFIC RAILROAD
COMPANY AND BROTHERHOOD OF LOCOMOTIVE ENGINEERS, NEW YORK DOCK
ARBITRATION, CASE NO. 03/074

(Arbitration Review)

ORGANIZATION'S OPPOSITION TO CARRIER'S SECOND MOTION FOR EXTENSION
OF TIME TO FILE APPEAL FROM ARBITRATION AWARD

Comes now the Brotherhood of Locomotive of Engineers and Trainmen ("BLET" or
"Organization"), by and through the undersigned, Charles R. Rightnowar, General Chairman,
and opposes the second CARRIER'S MOTION FOR EXTENSION OF TIME TO FILE
APPEAL FROM ARBITRATION AWARD, and states as follows:

1. That the Carrier received the final decision of Arbitrator Ann S. Kenis on April
29, 2004;
2. That the Carrier was obligated to file its appeal from this Arbitration Award
within 20 days of April 29, 2004, and failed to do so;
3. That the Organization incorporates herein all the positions in its original filing,
entitled "ORGANIZATION'S OPPOSITION'S OPPOSITION TO CARRIER'S MOTION FOR
EXTENSION OF TIME TO FILE APPEAL FROM ARBITRATION AWARD," including all
exhibits attached thereto, as if fully set forth herein;

ENTERED
Office of Proceedings

SEP 15 2004

Part of
Public Record

4. That the Carrier's second Motion for an extension of time was filed 125 days after the issuance of, and the Carrier's receipt of, Arbitrator Kenis' decision (April 29, 2004 to August 31, 2004), 105 days after the expiration of the time limit for filing an Appeal of this Arbitration Award (May 19, 2004 to August 31, 2004);

5. That although the Carrier's second Motion is 105 days after the expiration of the time limit for filing an Appeal of this Arbitration Award, the Carrier seeks an additional 21 days to file an appeal; in other words, the Carrier wants a time period of 145 days to file its Appeal (April 29, 2004 to September 20, 2004), when the Carrier's time limit for filing is 20 days;

6. That Richard D. Meredith, the Carrier's partisan member of the Arbitration Committee that issued the Arbitration Award from which the Carrier seeks this appeal, was fully aware of all facts and issues, having participated in the oral argument, and was the sole representative of the Carrier in executive session, is an attorney, and knew, or should have reasonably known that the time limit for filing an appeal was 20 days from April 29, 2004;

7. That the Carrier's current legal counsel, Clifford A. Godiner, and Rodney A. Harrison, through filing the Carrier's first and second Motions for Extension, are seeking a 50 day time period to file the Carrier's appeal (August 2, 2004 to September 20, 2004), when the time limit for filing such an Appeal is 20 days;

8. That the Carrier's current legal counsel, Clifford A. Godiner, and Rodney A. Harrison, undoubtedly had the Carrier's legal file and authority prior to August 2, 2004;

9. That the Carrier has previously, *by and through its original counsel in this matter*, Ms. Brenda Council, Esq., sought to dismiss the Organization's Appeal of two Arbitration Awards in another matter, on the basis that the Organization had exceeded the 20 day period for filing such an Appeal *by one day*:

Union Pacific hereby opposes the Petition. First, the Petition is untimely. The STB's regulations require that petitions to review an arbitration award be filed within 20 days of a final arbitration decision. 49 CFR § 1115.8. The Petition was filed with the STB on June 10, 2003. As we show below, the Petition had to be filed on or before June 9, 2003, in order to be timely.

(See, Carrier Reply in FINANCE DOCKET NO. 32760 (Sub-No. 40), Copy attached hereto as Exhibit A at p. 3; See, Carrier Reply in FINANCE DOCKET NO. 32760 (Sub-No. 41), Copy attached hereto as Exhibit B at p. 3).

10. Despite the Carrier's insistence on strict adherence to the 20 day time period, quoted-above in Averment 9, the Surface Transportation Board, in its combined decision on STB Finance Docket No. 32760 (Sub-No. 40) and STB Finance Docket No. 32760 (Sub-No. 41), held that the Organization's Appeal was timely through the provision in the Regulation that permits express mail filings:

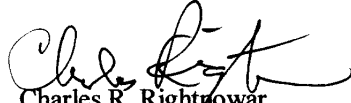
In its reply, UP asserts that BLE's appeals were not timely filed. Under 49 CFR 1115.8, an appeal of an arbitration decision must be filed within 20 days after the arbitration decision is issued. BLE's appeals were filed on June 10, which was one day late. BLE responded that its filings were timely under 49 CFR 1104.6, which provides: "Other express mail, received by the private express mail carrier at least one day prior to the due date, also will be accepted as timely filed." BLE submitted copies of documents showing that its filings were picked up by a private express mail carrier on June 6, 2003, and delivered to the Board on June 10, 2003. Thus, BLE's petitions are considered timely filed under the Board's procedures.

See, Brotherhood of Locomotive Engineers v. Union Pacific Railroad Company, Finance Docket No. 32760 (Sub-No. 40 and Sub-No 41)(October 10, 2003), at pp. 1-2, Footnote 4 (Copy attached hereto as Exhibit C).

11. The Carrier cannot require a strict adherence to the 20 day time period for filing an Appeal of an Arbitration Award against the Organization, and then file an untimely series of Motions requesting a total of 145 days to file such an Appeal (April 29, 2004 to September 20,

2004), or a 50 day time limit to file such an Appeal after appointment of new legal counsel
(August 2, 2004 to September 20, 2004).

Respectfully submitted,



Charles R. Rightmower
General Chairman
Brotherhood of Locomotive Engineers
320 Brookes Dr. Suite 115
Hazelwood, MO 63042
(314) 895-5858

The undersigned hereby certifies that a true and correct copy of the foregoing was
served upon Clifford A. Godiner and Rodney A. Harrison, One US Bank Plaza, St. Louis,
Missouri 63101, this 14th day of September 2004.



ORGANIZATION EXHIBIT

A

BEFORE THE
SURFACE TRANSPORTATION BOARD

FINANCE DOCKET NO. 32760 (Sub-No. 40)

UNION PACIFIC CORPORATION, UNION PACIFIC RAILROAD COMPANY
AND MISSOURI PACIFIC RAILROAD COMPANY
-CONTROL AND MERGER-
SOUTHERN PACIFIC RAIL CORPORATION,
SOUTHERN PACIFIC TRANSPORTATION COMPANY, ST. LOUIS
SOUTHWESTERN RAILWAY COMPANY, SPCSL CORP. AND THE DENVER
AND RIO GRANDS WESTERN RAILROAD COMPANY

(Arbitration Review)

UNION PACIFIC RAILROAD COMPANY'S REPLY IN OPPOSITION TO
PETITION FOR REVIEW OF AN ARBITRATION AWARD

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Attorneys for Union Pacific
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**UNION PACIFIC RAILROAD COMPANY'S REPLY IN OPPOSITION TO
PETITION FOR REVIEW OF AN ARBITRATION AWARD**

I.

INTRODUCTION

The Union Pacific Railroad – Central Region General Committee of Adjustment of the Brotherhood of Locomotive Engineers (hereinafter “BLE”) has petitioned for review of Award No. 1 and the Opinion and Award issued by Arbitrator John B. LaRocco on May 19, 2003 (hereinafter “Award No. 1”), in an arbitration conducted pursuant to Article 1, Section 11 of the employee protective conditions set forth in *New York Dock Railway-Control-Brooklyn Eastern District Terminal*, 360 I.C.C. 60, 84-90 (1979), *aff'd New York Dock Railway v. United States*, 609 F. 2d 83 (2nd Cir. 1979) (hereinafter “*New York Dock*”). The arbitration involved the claim of Engineer M. O. Coats (hereinafter “Claimant”) for relocation benefits under an implementing agreement negotiated by Union Pacific Railroad Company (hereinafter “Union Pacific”) and the BLE subsequent to the Surface Transportation Board’s (hereinafter “STB”) approval of the application of Union Pacific to control and merge with the Southern Pacific Transportation Company and its subsidiaries. *Union Pacific Corp. – Control and Merger – Southern Pacific Transportation Co.*, STB Finance Docket No. 32760 (served August 12, 1996). The BLE asserted that Claimant was entitled to the “in lieu of” relocation allowance provided in the Kansas City Hub Merger Implementing Agreement because he provided documents showing that he had changed his residence from Jefferson City, Missouri, to Kansas City, Missouri.

Arbitrator LaRocco found that eligibility for the “in lieu of” relocation allowance required Claimant to move from to Kansas City and then manifest the present intent to

maintain a permanent residence at Kansas City for a minimum, seniority permitting, of two years. Appendix A at p. 13.¹ He then found that Claimant did not actually relocate from Jefferson City to Kansas City. *Id.* Accordingly, Arbitrator LaRocco concluded that Claimant did not qualify for the “in lieu of” relocation allowance. *Id.* at p. 12-13.

The BLE asserts that Arbitrator LaRocco erred in finding that Claimant did not qualify for the “in lieu of” relocation allowance provided in the Kansas City Hub Merger Implementing Agreement. Petition at 4. The BLE also asserts that Award No. 1 should be overturned under the standards set forth in *Chicago & North Western Transp. Co. – Abandonment*, 3 I.C.C. 2d 729 (1987) (hereinafter “*Lace Curtain*”), *aff’d sub nom., International Brotherhood of Electrical Workers v. I.C.C.*, 862 F. 2d 330 (D.C. Cir. 1988), because “the award is irrational or fails to draw its essence from the clear and precise provisions of the negotiated agreement or it exceeds the authority reposed in arbitrators by those conditions.” Petition at 5.

Union Pacific hereby opposes the Petition. First, the Petition is untimely. The STB’s regulations require that petitions to review an arbitration award be filed within 20 days of a final arbitration decision. 49 CFR § 1115.8. The Petition was filed with the STB on June 10, 2003. As we show below, the Petition had to be filed on or before June 9, 2003, in order to be timely.

Second, the BLE’s challenge to Award No. 1 does not merit review. Review of arbitration awards is limited to “recurring or otherwise significant issues of general importance regarding the interpretation of [the] labor protective conditions.” *Lace Curtain*, 3 I.C.C. 2d at 736. Review is not available on “issues of causation, the

¹ All references herein to “Appendix” are to the Appendices attached to the BLE’s petition for review, which are incorporated herein by reference.

calculation of benefits, or the resolution of factual disputes.” *CSX Corp. – Control – Chessie System, Inc.*, 4 I.C.C. 2d 641, 649 (1988); *see also, Fox Valley & Western Ltd. – Exemption Acquisition & Operations*, 1993 ICC LEXIS 228, *5 (served Nov. 16, 1993); *Lace Curtain*, 3 I.C.C. 2d at 736. The STB will vacate an award “only when ‘there is egregious error, the award fails to draw its essence from [the labor conditions], or the arbitrator exceeds the specific contract limits on his authority.’” *Norfolk & Western Ry. Co. – Merger*, Finance Docket No. 21510 (Sub-No. 5) at 3-4 (served May 25, 1995) (quoting, *Lace Curtain* at 735); *Fox Valley & Western, infra* at *5. As will be shown below, Arbitrator LaRocco did not err, much less err egregiously, in finding that Claimant did not relocate from Jefferson City to Kansas City and, accordingly, did not qualify for the “in lieu of” relocation allowance provided in the Kansas City Hub Merger Implementing Agreement. Likewise, Award No. 1 irrefutably draws its essence from the clear and unambiguous provisions of the Kansas City Hub Merger Implementing Agreement regarding relocation benefits. Therefore, the Petition must be denied.

II.

STATEMENT OF FACTS

Claimant is a former St. Louis South Western Railway engineer whose residence and home terminal was Jefferson City. Appendix A at p. 3. Side Letter No. 7 and other provisions of the Kansas City Hub Merger Implementing Agreement provide that Claimant could voluntarily relocate to Kansas City and become eligible for the “in lieu of” relocation benefits set forth in Article VII(B). *Id.* Article VII(B) of the Kansas City Hub Merger Implementing Agreement provides, in pertinent part, that:

Engineers required to relocate under this Agreement will be governed by the relocation provisions of New York Dock. In

lieu of New York Dock provisions, an employee required to relocate may elect one of the following options:

* * *

2. Homeowners may elect to receive an "in lieu of" allowance in the amount of \$20,000 upon providing proof of actual relocation.

* * *

6. Engineers receiving an "in lieu of" relocation allowance pursuant to this Implementing Agreement will be required to remain at the new location, seniority permitting, for a period of two (2) years.

Appendix C, Exhibit D at p. 23-24.

Side Letter No. 14 of the Kansas City Hub Merger Implementing Agreement provided that an employee who sold his or her home prior to the actual implementation of the merger would be treated as a "homeowner" for relocation benefit purposes if: (1) the employee meets the requisite test of having been "required to relocate" upon actual implementation of the merger implementing agreement; (2) the sale of the residence occurred at the same location where the employee was working immediately prior to implementation; and (3) the sale of the residence occurred after the date of the merger implementing agreement. Appendix B, Exhibit A at p. 9.

Claimant submitted an application for the "in lieu of" relocation allowance dated March 31, 2000, on which he checked Options 2 and 3, and stated that he was relocating from Jefferson City to Kansas City. Appendix B, Exhibit A. Option 2 and 3 read as follows:

Option 2: I am a homeowner and accept a \$20,000 allowance in lieu of New York Dock relocation benefits.

If I have accepted Option 1 or 2, I understand that I must submit "proof of actual relocation" in order to receive the "in lieu of" allowance.

Option 3: I am a homeowner and having sold my home, accept a 10,000 allowance in addition to the \$20,000 allowance I shall receive under Option 2, for a total of a \$30,000 allowance.

Id. By submitting the application, Claimant expressly agreed to remain in Kansas City for a period of two (2) years, seniority permitting. *Id.*

Along with his application, Claimant submitted a copy of a lease agreement dated April 5, 2000, for an apartment located at 16008 E. 28th Terrace in Independence, Missouri, which is located within the Kansas City metropolitan area. Appendix B, Exhibit A at p. 11. Claimant also submitted documentation showing his eligibility for the benefits under Option 3. The documentation showed that Claimant sold his home on Indian Meadow Road in Jefferson City on or about August 14, 1998, which was after the date of the Kansas City Hub Merger Implementing Agreement. Appendix B, Exhibit A at p. 3, 6-7. When Claimant submitted his application for the “in lieu of” relocation allowance, he resided on County Road 490 in New Bloomfield, Missouri, which is located approximately 11 miles from Jefferson City. On the basis of the material submitted by Claimant, Union Pacific paid Claimant an “in lieu of” relocation allowance on April 17, 2000, in the net amount of \$20,700. See Appendix B, Exhibit B.

During an audit conduct after Claimant received the “in lieu of” relocation payment, Union Pacific discovered that Claimant had not relocated to Kansas City but, instead, had relocated back to the Jefferson City area. Appendix at p. 2. By letter date June 2, 2000, Union Pacific demanded that Claimant repay the “in lieu of” relocation allowance because he failed to relocate in accordance with the terms under which he was granted the relocation allowance. Appendix B, Exhibit D. Union Pacific also advised Claimant that his payments for reverse held-away benefits would cease immediately.

Union Pacific received a letter from Claimant dated June 12, 2000, wherein he admitted that he had not actually relocated from Jefferson City to Kansas City. Appendix B, Exhibit C. Instead, Claimant stated that it was his “intent to totally relocate to Kansas City in the future.” *Id.* at 2. Notwithstanding this admission, Claimant asserted that Union Pacific’s demand for repayment of the “in lieu of” relocation allowance was “unwarranted.” *Id.*

Union Pacific responded to Claimant by letter dated June 2, 2000 [sic]. Appendix B, Exhibit D. Union Pacific advised Claimant that the records establishing that he had not relocated to Kansas City included the fact that his home phone number remained in the 573 area code, which is the area code for the Jefferson City area, not Kansas City or Independence. *Id.* Union Pacific further advised Claimant that, notwithstanding his rental of an apartment in the Kansas City area, it had been demonstrated that he intended the New Bloomfield address as his principal place of residence. *Id.*

In a letter to Union Pacific dated June 17, 2000, Claimant repeated that is was his “intent to fully relocate to Kansas City in the future.” Appendix R, Exhibit E. He stated that Union Pacific had not given him a proper chance to demonstrate where he “intended to live.” *Id.* Claimant denied that he was commuting between New Bloomfield and Kansas City. *Id.* Claimant also suggested that the fact that his telephone number was within the Jefferson City area code was irrelevant to a determination of his residence because it was a cellular telephone. *Id.*

Union Pacific responded to Claimant by letter dated June 30, 2000. Appendix B, Exhibit F. Union Pacific noted that the Jefferson City are telephone number

referenced in its letter of June 14, 2000, is listed in its records as Claimant's home phone number and appeared on the letterhead of a letter from Claimant dated April 5, 2000, which showed his address as 3017 County Road 490, New Bloomfield, Missouri. *Id.* Union Pacific also noted that the relocation provisions of the Kansas City Hub Merger Implementing Agreement does not provide for payment to employees "intending" to relocate, but only to those who actually relocate their residence. *Id.* at p. 2.

Claimant wrote to Union Pacific on July 19, 2000, on letterhead bearing both his New Bloomfield address and his Independence address. Appendix B, Exhibit G. Claimant stated in the letter that the issue of his telephone number was irrelevant because his primary telephone number was different from the one referenced in Union Pacific's letter of June 14, 2000. *Id.* He provided a copy of a bill for utility service at the Independence address. Claimant asserted that Union Pacific could not prohibit him from maintaining an address in Jefferson City and stated that:

As stated I previous correspondence to your office, I still represent Engineers on this property and maintain numerous files regarding this representation as well as an office and office equipment at 3017 County Road 490 New Bloomfield, MO. 65603. I receive correspondence, not only from your office but also the BLE and various BLE Representatives around the country at this address. Being able to maintain this office **until such time as I can complete my move to the Kansas City area** makes my job as BLE Representative much easier. That is why I am grateful that your office continues to send correspondence regarding these Union matters to said address. **Until such time as I can complete my move to Kansas City** (which you are making unduly difficult) I will continue to send and receive said BLE and Labor Relations correspondence from said address.

Id. (Emphasis added).

Union Pacific responded to Claimant by letter dated August 3, 2000, stating that that while the *New York Dock* conditions do not prohibit him from having two addresses,

the Kansas City address is clearly not his primary residence. Appendix B, Exhibit H. Instead, Union Pacific noted that the fact that all correspondence regarding this issue was sent to and originated from the New Bloomfield address evidenced the fact that New Bloomfield was his principal place of residence. *Id.*

Thereafter, the BLE intervened on Claimant's behalf and engaged in an exchange of correspondence with Union Pacific regarding the issue of Claimant's entitlement to the "in lieu of" relocation allowance as well as the issue of whether or not the claim was properly the subject of arbitration under *New York Dock*. See Appendix B. Exhibits J-Y.

The claim of Claimant for the "in lieu of" relocation allowance was ultimately submitted to arbitration before a *New York Dock* arbitration committee. The hearing on the claim was held February 6, 2003. Appendix A at p. 1. At the hearing, Union Pacific and the BLE stipulated that Arbitrator LaRocco act as the neutral and sole member of the *New York Dock* arbitration committee. *Id.*

Arbitrator LaRocco issued an Opinion and Award on May 19, 2003, denying Claimant's claim for the "in lieu of" relocation allowance. Appendix A. He based his decision on his findings that eligibility for the "in lieu of" relocation allowance required Claimant to move from Jefferson City to Kansas City and that Claimant never moved from Jefferson City to Kansas City. *Id.* at 13. Dissatisfied with Arbitrator LaRocco's findings and decision, the BLE filed the petition for review.

III.

ARGUMENT

A. THE PETITION MUST BE DENIED BECAUSE IT WAS NOT TIMELY FILED.

The STB's regulations provide that documents must be received for filing at the STB's office in Washington, D.C., within the time limits set for filing. 49 C.F.R. § 1104.6. Petitions to review an arbitration award are required to be filed within 20 days of a final arbitration decision. 49 CFR § 1115.8. The timeliness of a filing is determined by the date of receipt at the Board, and not the date of deposit in the mail unless, however, a document is mailed by United States express mail, postmarked at least one day prior to the due date. 49 C.F.R. § 1104.6. In that case, the document will be accepted as timely filed even if it is received at the STB's office after the time limit set for filing. *Id.*

Award No. 2 was issued on May 19, 2003. Applying the method of computing time set forth in 49 CFR § 1104.7, the Petition was required to be filed on June 9, 2003. The Petition was not filed with the STB until June 10, 2003. There is no record of a grant of an extension of time to file the Petition. Consequently, the Petition is untimely unless it was mailed to the STB by United States express mail, postmarked at least one day prior to June 9, 2003.

While there is nothing in the Petition indicating the manner in which the BLE served the STB, it does reflect the manner in which the parties were served. The Certificate of Service states that the BLE served Union Pacific and Arbitrator LaRocco by mailing copies of the Petition via "first class [mail], postage prepaid," on June 6, 2003. Petition at 9. The STB's regulations provide that service on the parties should be by the same method and class of service used in serving the STB. 49 C.F.R. § 1104.12

(a). In view of the fact the parties were not served via United States express mail, it can be inferred that the STB was not served via United States express mail.

Since the Petition was not filed until June 10, 2003, and the facts show that the Petition was not mailed to the STB by United States express mail, postmarked at least one day prior to the due date, the Petition is untimely and must be denied.

B. AWARD NO. 1 DRAWS ITS ESSENCE FROM THE CLEAR AND UNAMBIGUOUS PROVISIONS OF THE KANSAS CITY HUB MERGER IMPLEMENTING AGREEMENT

The issue presented to Arbitrator LaRocco for resolution was whether or not Claimant qualified to receive the “in lieu of” relocation allowance provided in Article VII(B)2. of the Kansas City Hub Merger Implementing Agreement. The clear and unambiguous language of Article VII(B) dictates that an employee actually relocate to the new work location in order to receive the “in lieu of” relocation allowance. Thus, the question to be answered by Arbitrator LaRocco in order to resolve the issue presented was whether or not Claimant actually relocated to Kansas City.

In determining whether or not Claimant actually relocated to Kansas City, Arbitrator LaRocco applied the standard set forth in *Special Board of Adjustment: Allied Services Division, Transportation-Communication International Union and Union Pacific Railroad Company* (Suntrup, 2000). Under that standard, the employee must actually move from the old work location to the new work location and then manifest the present intent to maintain his principal and permanent place of residence at the new work location in order to conclusively effect a relocation from an employee’s old work location to the employee’s new work location.

On the evidence presented, Arbitrator LaRocco correctly found that Claimant could not possibly have had the intent to establish a primary and permanent residence in

Kansas City because he never moved from Jefferson City to Kansas City. Appendix A at 13. Clearly, Arbitrator LaRocco's decision denying Claimant's claim for the "in lieu of" relocation allowance draws its essence from the clear and precise provisions of the Kansas City Hub Merger Implementing Agreement.

C. THE ARBITRATOR DID NOT ERR IN FINDING THAT THE CLAIMANT WAS NOT ENTITLED TO RECEIVE THE RELOCATION BENEFITS PROVIDED IN ARTICLE OF THE KANSAS CITY HUB IMPLEMENTING AGREEMENT

After carefully examining the evidence presented by the BLE and Union Pacific, Arbitrator LaRocco concluded that Claimant did not qualify to receive the "in lieu of" relocation allowance provided in the Kansas City Hub Merger Implementing Agreement. That conclusion rested on his findings that eligibility for the "in lieu of" relocation allowance required Claimant to move from Jefferson City to Kansas City and that Claimant did not actually relocate to Kansas City.

Arbitrator LaRocco's findings on the issue of whether Claimant qualified to receive the "in lieu of" relocation allowance are factual determinations. Such factual determinations do not warrant the STB's review under the *Lace Curtain* standard. *Lace Curtain, infra* at 736. Indeed, the STB accords extreme deference to an arbitrator's factual determinations and will not disturb them in the absence of "egregious error." *Id.* at 735; *see also, Norfolk & Western Ry. Co. – Merger, infra* at 3-4; *Fox Valley & Western, infra* at *5. It is well established that a *New York Dock* arbitration award will not be reviewed or overturned simply because a party is dissatisfied with the arbitrator's factual findings, as in this case.

Arbitrator LaRocco did not err, much less commit reviewable egregious error, in finding that Claimant did not qualify to receive the "in lieu of" relocation allowance

because he did not actually relocate to Kansas City. Quite to the contrary, Arbitrator LaRocco's finding was based on Claimant's admissions that he did not actually relocate to Kansas City. Claimant admitted in his letter of June 12, 2000, that he planned to move to Kansas City in the future. Appendix B, Exhibit C. Indeed, Claimant further admitted in that letter that he did not "complete this move." *Id.* at 2.

In his letter of July 19, 2000, Claimant stated that he kept his office at his New Bloomfield address "... until such time as [he] can complete [his] move to the Kansas City area . . ." Appendix B, Exhibit G. This statement constituted another admission by Claimant of the fact that he did not actually relocate to Kansas City. Arbitrator LaRocco correctly noted that Claimant's maintenance of his office at New Bloomfield manifested an intent to maintain his residence at New Bloomfield. Appendix A at p. 13.

In addition to Claimant's admissions, there was other substantial evidence of the fact that Claimant did not relocate to Kansas City. Claimant's telephone number of record with Union Pacific coincided with the area code for Jefferson City. This fact confirmed his intent to maintain his residence in New Bloomfield.

While Claimant submitted a modicum of evidence of a relocation to Kansas City, the overwhelming weight of the evidence supported Arbitrator LaRocco's finding that Claimant did not relocate to Kansas City. Under these circumstances, the STB must defer to Arbitrator LaRocco's finding that Claimant did not relocate to Kansas City and, therefore, was not entitled to receive the "in lieu of" relocation allowance provided in the Kansas City Hub Merger Implementing Agreement.

In sum, the BLE has failed to present any basis for the STB to review, let alone overturn, Award No. 1.

IV.

CONCLUSION

For the foregoing reasons, the BLE's petition to review Award No. 1 should be denied.

Dated this 29th day of June 2003.

Respectfully submitted,

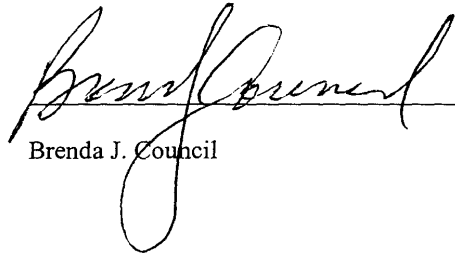
By 

Brenda J. Council
POLK WALDMAN WICKMAN &
COUNCIL, PC, LLO
1016 Leavenworth Street
Omaha, Nebraska 68102
(402) 346-1100

ATTORNEYS FOR UNION
PACIFIC RAILROAD COMPANY

CERTIFICATE OF SERVICE

I hereby certify that a copy of Union Pacific's Reply in Opposition to Petition for Review of an Arbitration Award was served on the BLE this 29th day of June, 2003, by mailing the same via United States Postal Service express mail, postage prepaid, to Charles R. Rightnowar, 320 Brookes Drive, Suite 115, Hazelwood, MO 63402.



Brenda J. Council

ORGANIZATION EXHIBIT

B

BEFORE THE
SURFACE TRANSPORTATION BOARD

FINANCE DOCKET NO. 32760 (Sub-No. 41)

UNION PACIFIC CORPORATION, UNION PACIFIC RAILROAD COMPANY
AND MISSOURI PACIFIC RAILROAD COMPANY
-CONTROL AND MERGER-
SOUTHERN PACIFIC RAIL CORPORATION,
SOUTHERN PACIFIC TRANSPORTATION COMPANY, ST. LOUIS
SOUTHWESTERN RAILWAY COMPANY, SPCSL CORP. AND THE DENVER
AND RIO GRANDS WESTERN RAILROAD COMPANY

(Arbitration Review)

UNION PACIFIC RAILROAD COMPANY'S REPLY IN OPPOSITION TO
PETITION FOR REVIEW OF AN ARBITRATION AWARD

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Attorneys for Union Pacific
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**UNION PACIFIC RAILROAD COMPANY'S REPLY IN OPPOSITION TO
PETITION FOR REVIEW OF AN ARBITRATION AWARD**

I.

INTRODUCTION

The Union Pacific Railroad – Central Region General Committee of Adjustment of the Brotherhood of Locomotive Engineers (hereinafter “BLE”) has petitioned for review of Award No. 2 and the Opinion and Award issued by Arbitrator John B. LaRocco on May 19, 2003 (hereinafter “Award No. 2”), in an arbitration conducted pursuant to Article 1, Section 11 of the employee protective conditions set forth in *New York Dock Railway-Control-Brooklyn Eastern District Terminal*, 360 I.C.C. 60, 84-90 (1979), *aff'd New York Dock Railway v. United States*, 609 F. 2d 83 (2nd Cir. 1979) (hereinafter “*New York Dock*”). The arbitration involved the claim of Engineer C. W. Kerr (hereinafter “Claimant”) for relocation benefits under an implementing agreement negotiated by Union Pacific Railroad Company (hereinafter “Union Pacific”) and the BLE subsequent to the Surface Transportation Board’s (hereinafter “STB”) approval of the application of Union Pacific to control and merge with the Southern Pacific Transportation Company and its subsidiaries. *Union Pacific Corp. – Control and Merger – Southern Pacific Transportation Co.*, STB Finance Docket No. 32760 (served August 12, 1996). The BLE asserted that Claimant was entitled to the “in lieu of” relocation allowance provided in the Kansas City Hub Implementing Agreement because he provided documents showing that he had changed his residence from Jefferson City, Missouri, to Kansas City, Missouri.

Arbitrator LaRocco found that eligibility for the “in lieu of” relocation allowance required Claimant to move from Jefferson City to Kansas City and then manifest the

present intent to maintain a permanent residence at Kansas City for a minimum, seniority permitting, of two years. Appendix A at p. 10.¹ He then found that Claimant did not actually relocate from Jefferson City to Kansas City. *Id.* Accordingly, Arbitrator LaRocco found that Claimant did not qualify for the “in lieu of” relocation allowance. *Id.* at p. 12-13.

The BLE asserts that Arbitrator LaRocco erred in finding that Claimant did not qualify for the “in lieu of” relocation allowance provided in the Kansas City Hub Merger Implementing Agreement. Petition at 4. The BLE also asserts that Award No. 2 should be overturned under the standards set forth in *Chicago & North Western Transp. Co. – Abandonment*, 3 I.C.C. 2d 729 (1987) (hereinafter “*Lace Curtain*”), *aff’d sub nom.*, *International Brotherhood of Electrical Workers v. I.C.C.*, 862 F. 2d 330 (D.C. Cir. 1988), because “the award is irrational or fails to draw its essence from the clear and precise provisions of the negotiated agreement or it exceeds the authority reposed in arbitrators by those conditions.” Petition at 5.

Union Pacific hereby opposes the Petition. First, the Petition is untimely. The STB’s regulations require that petitions to review an arbitration award be filed within 20 days of a final arbitration decision. 49 CFR § 1115.8. The Petition was filed with the STB on June 10, 2003. As we show below, the Petition had to be filed on or before June 9, 2003, in order to be timely.

Second, the BLE’s challenge to Award No. 2 does not merit review. Review of arbitration awards is limited to “recurring or otherwise significant issues of general importance regarding the interpretation of [the] labor protective conditions.” *Lace*

¹ All references herein to “Appendix” are to the Appendices attached to the Petition, which are incorporated herein by reference.

Curtain, 3 I.C.C. 2d at 736. Review is not available on “issues of causation, the calculation of benefits, or the resolution of factual disputes.” *CSX Corp. – Control – Chessie System, Inc.*, 4 I.C.C. 2d 641, 649 (1988); *see also*, *Fox Valley & Western Ltd. – Exemption Acquisition & Operations*, 1993 ICC LEXIS 228, *5 (served Nov. 16, 1993); *Lace Curtain*, 3 I.C.C. 2d at 736. The STB will vacate an award “only when ‘there is egregious error, the award fails to draw its essence from [the labor conditions], or the arbitrator exceeds the specific contract limits on his authority.’” *Norfolk & Western Ry. Co. – Merger*, Finance Docket No. 21510 (Sub-No. 5) at 3-4 (served May 25, 1995) (quoting, *Lace Curtain* at 735); *Fox Valley & Western*, *infra* at *5. As will be shown below, Arbitrator LaRocco did not err, much less err egregiously, in finding that Claimant did not relocate from Jefferson City to Kansas City and, accordingly, did not qualify for the “in lieu of” relocation allowance provided in the Kansas City Hub Implementing Agreement. Likewise, Award No. 2 irrefutably draws its essence from the clear and precise provisions of the Kansas City Hub Merger Implementing Agreement regarding relocation benefits. Therefore, the Petition must be denied.

II.

STATEMENT OF FACTS

Claimant is a former Union Pacific engineer whose residence and home terminal was Jefferson City. Appendix A at p. 3. Side Letter No. 7 and other provisions of the Kansas City Hub Implementing Agreement provided that Claimant could voluntarily relocate to Kansas City and become eligible for the “in lieu of” relocation benefits set forth in Article VII(B). *Id.* Article VII(B) of the Kansas City Hub Implementing Agreement provides, in pertinent part, that:

Engineers required to relocate under this Agreement will be governed by the relocation provisions of New York Dock. In lieu of New York Dock provisions, an employee required to relocate may elect one of the following options:

* * *

2. Homeowners may elect to receive an "in lieu of" allowance in the amount of \$20,000 upon providing proof of actual relocation.

* * *

6. Engineers receiving an "in lieu of" relocation allowance pursuant to this Implementing Agreement will be required to remain at the new location, seniority permitting, for a period of two (2) years.

Appendix C, Exhibit D at p. 23-24.

Claimant submitted an application for the "in lieu of" relocation allowance dated December 30, 1999, on which he checked Option 2 and stated that he was relocating from Jefferson City to Kansas City. Appendix B, Exhibit A. Option 2 reads as follows:

Option 2: I am a homeowner and accept a \$20,000 allowance in lieu of New York Dock relocation benefits.

If I have accepted Option 1 or 2, I understand that I must submit "proof of actual relocation" in order to receive the "in lieu of" allowance.

Id. By submitting the application, Claimant expressly agreed to remain in Kansas City for a period of two (2) years, seniority permitting. *Id.*

By letter dated January 5, 2000, Union Pacific denied Claimant's application for the "in lieu of" relocation allowance because his permanent address, as reflected in Union Pacific's records, had not been changed from Jefferson City and he had not submitted sufficient evidence of his relocation to Kansas City. Appendix B, Exhibit B. Shortly thereafter, Claimant advised Union Pacific that his address had been changed

from Jefferson City and he submitted a copy of a lease agreement dated January 10, 2000, for an apartment located at 7900 N. Anita, Kansas City, Missouri. Appendix B, Exhibit C. On the basis of the material submitted by Claimant, Union Pacific paid Claimant an "in lieu of" relocation allowance on February 11, 2000, in the net amount of \$13,134.80. See Appendix B, Exhibit D.

During an audit conduct in May 2000, Union Pacific discovered that Claimant had changed his address of record back to his residence in Jefferson City. Appendix B at p. 3. By letter date June 2, 2000, Union Pacific demanded that Claimant repay the "in lieu of" relocation allowance because he failed to relocate in accordance with the terms under which he was granted the relocation allowance. Appendix B, Exhibit D.

On June 8, 2000, Union Pacific received a letter from Claimant wherein he admitted that his address of record had been changed back to his Jefferson City address. Appendix B, Exhibit E. Nevertheless, he asserted that he resided at the Kansas City address reflected in the lease agreement he previously submitted and, therefore, he had complied with the terms and conditions of the Kansas City Hub Merger Implementing Agreement. *Id.* Claimant refused to execute an agreement to repay the "in lieu of" relocation allowance, but he did offer to have his paycheck directly deposited in response to the fact that it was being mailed to his Jefferson City address. *Id.*

By letter dated June 13, 2000, Union Pacific advised Claimant that changing his address of record back to the Kansas City address and having his paycheck directly deposited was of no consequence if he had not, in fact, relocated his residence to Kansas City in accordance with the terms and conditions of the Kansas City Hub Merger Implementing Agreement. Appendix B, Exhibit F. Union Pacific further advised

Claimant that the rental of an apartment in Kansas City and commuting to his home in Jefferson City did not constitute relocation under the terms and conditions of the Kansas City Hub Merger Implementing Agreement. *Id.*

On June 28, 2000, Union Pacific received a letter from Claimant wherein he maintained that he had established a residence in Kansas City in accordance with the terms and conditions of the Kansas City Hub Merger Implementing Agreement. Appendix B, Exhibit G. Claimant denied that he commuted from Kansas City to Jefferson City and asserted that Union Pacific Crew Management System had a telephone number with a Kansas City area code where he could be reached to report for duty. *Id.*

Union Pacific responded to Claimant by letter dated June 30, 2000. Appendix B, Exhibit H. Union Pacific noted that while Claimant had changed his address of record back to Kansas City, he had done so on June 10, 2000, after receiving the letter of June 2, 2000, demanding repayment of the "in lieu of" relocation allowance. *Id.* Union Pacific also noted that Claimant's home terminal phone number remained at Jefferson City while his away from home terminal was at Kansas City. *Id.* Union Pacific advised Claimant that he was being returned to home terminal of Jefferson City for this pool. *Id.*

The hearing on Claimant's claim for the "in lieu of" relocation allowance was held February 6, 2003. Appendix A at p. 1. At the hearing, Union Pacific and the BLE stipulated that Arbitrator LaRocco act as the neutral and sole member of the *New York Dock* arbitration committee. *Id.*

Arbitrator LaRocco issued an Opinion and Award on May 19, 2003, denying Claimant's claim for the "in lieu of" relocation allowance. Appendix A. Arbitrator LaRocco based his decision on his findings that eligibility for the "in lieu of" relocation

allowance required Claimant to move from Jefferson City to Kansas City and that Claimant did not actually relocate from Jefferson City to Kansas City. *Id.* at p. 10. Dissatisfied with Arbitrator LaRocco's findings and decision, the BLE filed the petition for review of Award No. 2.

III.

ARGUMENT

A. **THE PETITION MUST BE DENIED BECAUSE IT WAS NOT TIMELY FILED.**

The STB's regulations provide that documents must be received for filing at the STB's office in Washington, D.C., within the time limits set for filing. 49 C.F.R. § 1104.6. Petitions to review an arbitration award are required to be filed within 20 days of a final arbitration decision. 49 CFR § 1115.8. The timeliness of a filing is determined by the date of receipt at the Board, and not the date of deposit in the mail unless, however, a document is mailed by United States express mail, postmarked at least one day prior to the due date. 49 C.F.R. § 1104.6. In that case, the document will be accepted as timely filed even if it is received at the STB's office after the time limit set for filing. *Id.*

Award No. 2 was issued on May 19, 2003. Applying the method of computing time set forth in 49 CFR § 1104.7, the Petition was required to be filed on June 9, 2003. The Petition was not filed with the STB until June 10, 2003. There is no record of a grant of an extension of time to file the Petition. Consequently, the Petition is untimely unless it was mailed to the STB by United States express mail, postmarked at least one day prior to June 9, 2003.

While there is nothing in the Petition indicating the manner in which the BLE served the STB, it does reflect the manner in which the parties were served. The

location in order to conclusively effect a relocation from an employee's old work location to the employee's new work location.

On the evidence presented, Arbitrator LaRocco correctly found that Claimant could not possibly have had the intent to establish a primary and permanent residence in Kansas City because he never moved from Jefferson City to Kansas City. Appendix A at 10. Clearly, Arbitrator LaRocco's decision denying Claimant's claim for the "in lieu of" relocation allowance draws its essence from the clear and precise provisions of the Kansas City Hub Merger Implementing Agreement.

C. THE ARBITRATOR DID NOT ERR IN FINDING THAT THE CLAIMANT WAS NOT ENTITLED TO RECEIVE THE RELOCATION BENEFITS PROVIDED IN ARTICLE OF THE KANSAS CITY HUB IMPLEMENTING AGREEMENT

After carefully examining the evidence presented by the BLE and Union Pacific, Arbitrator LaRocco concluded that Claimant did not qualify to receive the "in lieu of" relocation allowance provided in the Kansas City Hub Merger Implementing Agreement. That conclusion rested on his findings that eligibility for the "in lieu of" relocation allowance required Claimant to move from Jefferson City to Kansas City and that Claimant did not actually relocate to Kansas City.

Arbitrator LaRocco's findings on the issue of whether Claimant qualified to receive the "in lieu of" relocation allowance are factual determinations. Such factual determinations do not warrant the STB's review under the *Lace Curtain* standard. *Lace Curtain*, *infra* at 736. Indeed, the STB accords extreme deference to an arbitrator's factual determinations and will not disturb them in the absence of "egregious error." *Id.* at 735; *see also*, *Norfolk & Western Ry. Co. – Merger*, *infra* at 3-4; *Fox Valley & Western*, *infra* at *5. It is well established that a *New York Dock* arbitration award will not be

reviewed or overturned simple because a party is dissatisfied with the arbitrator's factual findings, as in this case.

Arbitrator LaRocco did not err, much less commit reviewable egregious error, in finding that Claimant did not qualify to receive the "in lieu of" relocation allowance because he did not actually relocate to Kansas City. Quite to the contrary, Arbitrator LaRocco's finding was based on admissions by Claimant evidencing the fact that he did not actually relocate to Kansas City. In his letter of June 8, 2000, Claimant admitted that his address of record had been changed back to his Jefferson City address after he received the "in lieu of" relocation allowance. Appendix B, Exhibit E. This admission is of particular significance in view of the fact that Claimant changed his address back to Kansas City only after Union Pacific advised of the results of the audit conducted in May 2000. Arbitrator LaRocco aptly noted that while Claimant belatedly attempted to change his address back to Kansas City, his true intent to maintain his residence in Jefferson City had already been evidenced when he changed his address back to Jefferson City. Appendix A at p. 9.

Claimant also admitted that he received his paycheck and other materials from Union Pacific at his Jefferson City address instead of the apartment he leased in Kansas City. Appendix B, Exhibit E. Arbitrator LaRocco surely did not commit error in concluding that the place where an employee receives compensation for his labor is a strong indicator of where the employee resides.

While Claimant submitted a modicum of evidence of a relocation to Kansas City, the overwhelming weight of the evidence supported Arbitrator LaRocco's finding that Claimant did not relocate to Kansas City. Under these circumstances, the STB must

defer to Arbitrator LaRocco's finding that Claimant did not relocate to Kansas City and, therefore, was not entitled to receive the "in lieu of" relocation allowance provided in the Kansas City Hub Merger Implementing Agreement.

In sum, the BLE has failed to present any basis for the STB to review, let alone overturn, Award No. 2.

IV.

CONCLUSION

For the foregoing reasons, the BLE's petition to review Award No. 1 should be denied.

Dated this 29th day of June 2003.

Respectfully submitted,

By 

Brenda J. Council
POLK WALDMAN WICKMAN &
COUNCIL, PC, LLO
1016 Leavenworth Street
Omaha, Nebraska 68102
(402) 346-1100

ATTORNEYS FOR UNION
PACIFIC RAILROAD COMPANY

CERTIFICATE OF SERVICE

I hereby certify that a copy of Union Pacific's Reply in Opposition to Petition for Review of an Arbitration Award was served on the BLE this 29th day of June, 2003, by mailing the same via United States Postal Service express mail, postage prepaid, to Charles R. Rightnowar, 320 Brookes Drive, Suite 115, Hazelwood, MO 63402.


Brenda J. Council

ORGANIZATION EXHIBIT

C

33726
EB

SERVICE DATE - OCTOBER 10, 2003

SURFACE TRANSPORTATION BOARD

DECISION

STB Finance Docket No. 32760 (Sub-No. 40)¹

UNION PACIFIC CORPORATION, UNION PACIFIC RAILROAD COMPANY,
AND MISSOURI PACIFIC RAILROAD COMPANY
—CONTROL AND MERGER—SOUTHERN PACIFIC RAIL CORPORATION,
SOUTHERN PACIFIC TRANSPORTATION COMPANY,
ST. LOUIS SOUTHWESTERN RAILWAY COMPANY, SPCSL CORP., AND
THE DENVER AND RIO GRANDE WESTERN RAILROAD COMPANY

STB Finance Docket No. 32760 (Sub-No. 41)

UNION PACIFIC CORPORATION, UNION PACIFIC RAILROAD COMPANY,
AND MISSOURI PACIFIC RAILROAD COMPANY
—CONTROL AND MERGER—SOUTHERN PACIFIC RAIL CORPORATION,
SOUTHERN PACIFIC TRANSPORTATION COMPANY,
ST. LOUIS SOUTHWESTERN RAILWAY COMPANY, SPCSL CORP., AND
THE DENVER AND RIO GRANDE WESTERN RAILROAD COMPANY

(Arbitration Review)

Decided: October 8, 2003

The Brotherhood of Locomotive Engineers (BLE)² has appealed two arbitration awards entered on May 19, 2003, by neutral and sole member John B. LaRocco. The awards denied claims for relocation benefits that had been sought by M. O. Coats and C. W. Kerr (Claimants), who are employed as engineers by Union Pacific Railroad Company (UP).³ UP filed replies on July 2, 2003.⁴ The Board will not review the awards.

¹ These proceedings are not embraced. A single decision is being issued for administrative convenience.

² Union Pacific Railroad—Central Region.

³ Case No. 1, Award No. 1 addressed the claims of claimant Coats; Case No. 2, Award No. 2 addressed the claims of claimant Kerr.

⁴ In its reply, UP asserts that BLE's appeals were not timely filed. Under 49 CFR
(continued...)

BACKGROUND

In 1996, the Board approved the common control and merger of the rail carriers controlled by the Southern Pacific Rail Corporation and the rail carriers controlled by the Union Pacific Corporation, including UP,⁵ subject to the standard New York Dock conditions for the protection of employees⁶ and various other conditions. Subsequent to the transaction, UP and BLE entered into the Kansas City Hub Implementing Agreement (the Agreement), which created a hub at Kansas City, MO.⁷

The Agreement, at Article VII(B), provided that engineers who relocated were entitled to elect either the relocation benefits in New York Dock or "in lieu of" benefits consisting of a \$20,000 cash payment, if the employee is a homeowner, and an additional \$10,000 allowance, if the employee has sold a home at the location from which he was relocated. The Agreement required the employee to provide proof of his relocation and sale of his home. Also the employee was obligated to remain in the new location for 2 years, seniority permitting.

Attachment D to the Agreement lists individual engineers who resided and had their home terminal at Jefferson City, MO. Side Letter No. 7 and other provisions of the Agreement enable individual engineers listed in Attachment D to relocate voluntarily to Kansas City and collect the "in lieu of" benefits in Article VII(B). The record here indicates that Claimant Coats and Claimant Kerr are listed in Attachment D as engineers whose residence and home terminal were in Jefferson City.

⁴(...continued)

1115.8, an appeal of an arbitration decision must be filed within 20 days after the arbitration decision is issued. BLE's appeals were filed on June 10, which was one day late. BLE responded that its filings were timely under 49 CFR 1104.6, which provides: "Other express mail, received by the private express mail carrier at least one day prior to the due date, also will be accepted as timely filed." BLE submitted copies of documents showing that its filings were picked up by a private express mail carrier on June 6, 2003, and delivered to the Board on June 10, 2003. Thus, BLE's petitions are considered timely filed under the Board's procedures.

⁵ Union Pacific/Southern Pacific Merger, 1 S.T.B. 233 (1996), aff'd sub nom. Western Coal Traffic League v. STB, 169 F.3d 775 (D.C. Cir. 1999).

⁶ New York Dock Ry.-Control-Brooklyn Eastern Dist., 360 I.C.C. 60 (1979) (New York Dock), aff'd sub nom. New York Dock Ry. v. United States, 609 F.2d 83 (2d Cir. 1979).

⁷ BLE and UP submitted copies of the Agreement with their respective pleadings.

Both Claimants submitted applications for "in lieu of" relocation allowances under Article VII(B), each asserting that he was relocating to Kansas City. Claimant Coats submitted his application on March 31, 2000, seeking the \$20,000 allowance and the \$10,000 additional allowance for sale of his home.⁸ When he received his relocation benefits, Claimant Coats owned a house in New Bloomfield, MO, which is near Jefferson City. To support his claim, Claimant Coats submitted a copy of a six-month lease that was signed on April 5, 2000, for an apartment located in Independence, MO, near Kansas City. The lease term started on May 5, 2000. On April 17, 2000, UP paid Claimant Coats a net amount of \$20,700 as a relocation benefit.

In a letter dated June 2, 2000, UP advised Claimant Coats that he was not entitled to the relocation allowance. UP stated that carrier records indicated that Claimant Coats did not relocate to Kansas City, but instead retained his primary residence in the Jefferson City area. UP indicated further that the relocation allowance was not intended to be paid to employees who did not fully relocate their residences to Kansas City. Claimant Coats was directed to repay the net relocation allowance of \$20,700 that he had been previously paid.

Claimant Kerr submitted his application on December 30, 1999, seeking the \$20,000 benefit. Apparently, Claimant Kerr owned a home in Jefferson City. To support his claim for the relocation allowance, Claimant Kerr submitted a copy of a six-month lease for an apartment in Kansas City. On February 11, 2000, UP paid Claimant Kerr a net amount of \$13,134.80 as a relocation benefit.

In a letter dated June 2, 2000, UP advised Claimant Kerr that he was not entitled to the relocation allowance. UP stated that carrier records indicated that Claimant Kerr did not relocate to Kansas City, and that he had changed his address back to his Jefferson City home. UP advised Claimant Kerr that the relocation allowance was not intended to be paid to an employee who did not truly relocate his residence to the new work location. UP directed Claimant Kerr to repay the \$13,134.80 relocation allowance paid previously.

The record indicates that UP and each Claimant continued to exchange correspondence but were unable to resolve the disputes. The disputes were then submitted to arbitration.

Arbitration. The awards, which were issued on May 19, 2003, determined that Claimant Coats and Claimant Kerr did not qualify for "in lieu of" relocation benefits, because they had not in fact relocated to Kansas City.

⁸ Apparently, Claimant Coats sold his home on or about August 14, 1998, approximately a year and a half prior to the submission of his claim for relocation benefits. However, Side Letter No. 14 to the Agreement provides that an engineer is still eligible for relocation benefits as long as he sold his home after July 2, 1998, which was the date the Agreement was signed.

In making that determination, the arbitrator applied a standard established by arbitral precedent.⁹ Under that standard, the employee must actually move from the old work location to the new work location and then manifest the present intent to maintain his or her principal and permanent place of residence at the new work location in order conclusively to effect a relocation from the employee's old work point to the employee's new work point.

After reviewing correspondence between UP and each Claimant and copies of UP's records that were submitted in each proceeding, the arbitrator found that the Claimants did not relocate to Kansas City. The arbitrator referred to specific letters in which each Claimant had admitted that he did not actually relocate to Kansas City. The arbitrator noted further that these employees were not obligated to sell their homes in Jefferson City and were not barred from owning multiple parcels of property in both Kansas City and Jefferson City. However, to be eligible for "in lieu of" benefits, the arbitrator stated, the employee must actually move to Kansas City and manifest the present intent to maintain a permanent residence in Kansas City, seniority permitting, for a period of 2 years. The arbitrator indicated that, while each Claimant has submitted evidence that he paid utility expenses, neither Claimant submitted evidence that he intended to establish a primary and permanent residence in Kansas City.

In the arbitration proceedings, BLE pointed out that there were four instances where UP had initially denied "in lieu of" relocation allowances submitted by other employees, but subsequently permitted those employees to retain the allowances. BLE asserted that the Claimants should be treated in the same manner as these other employees. The arbitrator rejected this argument, finding that Claimants were not subject to disparate treatment and that the cited instances were distinguishable. The arbitrator noted further that UP's failure to recoup the improperly paid relocation allowances in a few instances did not constitute a past practice that would enable the Claimants to retain monies that were improperly paid to them.

Appeal. In both appeals BLE contends that review of the arbitration decisions is warranted. BLE reiterates its assertion that each Claimant should be treated in the same manner as other UP employees, citing the same examples it submitted to the arbitrator, where UP initially denied relocation claims of employees, but subsequently either granted the benefits or did not seek repayment.

UP responds that the awards drew their essence from the Agreement and that an arbitrator's findings that Claimants were not entitled to receive relocation benefits were factual determinations that do not warrant review by the Board.

⁹ Union Pacific Railroad Company v. Allied Service Division, Transportation Communications Union (2000) (Suntrup, Arb.).

DISCUSSION AND CONCLUSIONS

Under 49 CFR 1115.8, the standard for review of arbitration decisions is provided in Chicago & North Western Tptn. Co.-Abandonment, 3 I.C.C.2d 729 (1987) (Lace Curtain), aff'd sub nom. International Broth. of Elec. Workers v. ICC, 862 F.2d 330 (D.C. Cir. 1988). Under Lace Curtain, the Board accords deference to arbitrators' decisions and will not review "issues of causation, calculation of benefits, or the resolution of factual questions" in the absence of egregious error. Review of arbitral decisions has been limited to "recurring or otherwise significant issues of general importance regarding the interpretation of our labor conditions." 3 I.C.C.2d. at 736. The Board generally does not overturn an arbitral award unless it is shown that the award is irrational or fails to draw its essence from the imposed labor conditions or that it is outside the scope of authority granted by the conditions.

Under the Lace Curtain standards, the Board finds no basis to review the arbitrator's decisions here. The arbitrator's decisions do not involve the general applicability of the New York Dock conditions. Rather, the arbitrator's decisions are founded on factual determinations involving whether the Claimants actually relocated so as to qualify for relocation benefits under the Agreement. The arbitrator considered and rejected BLE's assertion that Claimants were the victims of disparate treatment. As noted, the Board accords strong deference to an arbitrator's factual determinations, and BLE has not shown any egregious error warranting review of the arbitrator's decisions. For these reasons, the Board declines to review the awards.

This action will not significantly affect either the quality of the human environment or the conservation of energy resources.

It is ordered:

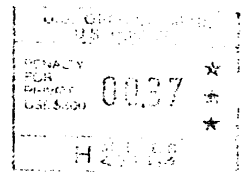
1. BLE's petitions to review the awards are denied.
2. This decision is effective on its date of service.

By the Board, Chairman Nober.

Vernon A. Williams
Secretary

**SURFACE TRANSPORTATION BOARD
WASHINGTON, DC 20423-0001**

**OFFICIAL BUSINESS
PENALTY FOR PRIVATE USE \$300
RETURN AFTER FIVE DAYS**



STB FD 32760 40

188694

CHARLES R RIGHNOWAR
BROTHERHOOD OF LOCOMOTIVE ENGINEERS
320 BROOKES DRIVE SUITE 115
HAZELWOOD MO 63042

63042+2733



21 2001

BEFORE THE
SURFACE TRANSPORTATION BOARD

FINANCE DOCKET NO. 32760, SUB-FILE ____

RECEIVED
SEP 15 2004
M. L.
MANAGEMENT
STB

IN THE MATTER OF ARBITRATION BETWEEN UNION PACIFIC RAILROAD
COMPANY AND BROTHERHOOD OF LOCOMOTIVE ENGINEERS, NEW YORK DOCK
ARBITRATION, CASE NO. 03/074

(Arbitration Review)

ORGANIZATION'S OPPOSITION TO CARRIER'S MOTION FOR EXTENSION
OF TIME TO FILE APPEAL FROM ARBITRATION AWARD

Comes now the Brotherhood of Locomotive of Engineers and Trainmen ("BLET" or
"Organization"), by and through the undersigned, Charles R. Rightnowar, General Chairman,
and opposes the CARRIER'S MOTION FOR EXTENSION OF TIME TO FILE APPEAL
FROM ARBITRATION AWARD, and states as follows:

1. That the Carrier received the final decision of Arbitrator Ann S. Kenis on April
29, 2004;
2. That the Carrier was obligated to file its appeal from this Arbitration Award
within 20 days of April 29, 2004, and failed to do so (49 C.F.R. § 1115.8); the Surface
Transportation Board's ("STB") regulations provide that the documents must be received for
filing at the STB's office in Washington, D.C., within the time limits set for filing (49 C.F.R. §
1104.6); timeliness of filing is determined by the date of receipt at the Board; applying the
method of computing time set forth in 49 C.F.R. § 1104.7, the Petition was required to be filed
on May 18, 2004;

3. That the Carrier's Motion was filed 96 days after the issuance of Arbitrator Kenis' decision (April 29, 2004 to August 2, 2004), 76 days after the expiration of the time limit for filing an appeal of this Arbitration Award;

4. That although the Carrier's Motion is 76 days after the expiration of the time limit for filing an appeal of this Arbitration Award, the Carrier seeks an additional 29 days to file an appeal, or 105 days *after the expiration of the time limit* for filing an appeal;

5. That Richard D. Meredith, the Carrier's partisan member of the Arbitration Committee that issued the Arbitration Award from which the Carrier seeks this appeal, was fully aware of all facts and issues, having participated in the oral argument, and was the sole representative of the Carrier in executive session (Copy attached hereto as Exhibit A), is an attorney (Copy attached hereto as Exhibit B), and knew, or should have reasonably known that the time limit for filing an appeal was 20 days from April 29, 2004;

6. That the Carrier partisan member R.D. Meredith, as an attorney, should have contacted retained legal counsel prior to the expiration of the 20 day time limit for filing an appeal;

7. That the Carrier has a 268 member in-house legal department, as indicated by its "Phonebook" directory (Copy attached hereto as Exhibit C);

8. That the Carrier has provided no evidence of retained counsel's alleged medical problem that prevented *the Carrier* from contacting retained counsel or retained counsel's law firm prior to the expiration of the time limit, nor is there any evidence of Carrier efforts to contact retained counsel or retained counsel's law firm prior to the expiration of the time limit, nor is there any evidence that the Carrier attempted to contact retained counsel or retained

counsel's law firm during a reasonable time after expiration of time limits when no copy of proposed Carrier filings was received within the Carrier's offices;

9. That Arbitrator Kenis assumed jurisdiction and resolved all procedural matters, eliminating any valid basis for appeal.

Respectfully submitted,



Charles R. Rightnowar
General Chairman
Brotherhood of Locomotive Engineers
320 Brookes Dr. Suite 115
Hazelwood, MO 63042
(314) 895-5858

The undersigned hereby certifies that a true and correct copy of the foregoing was served upon Clifford A. Godiner and Rodney A. Harrison, One US Bank Plaza, St. Louis, Missouri 63101, by mailing this 9th day of August 2004.

Debbie Penning

ORGANIZATION EXHIBIT

A

ANN S. KENIS

ARBITRATOR

Attorney at Law
29 South LaSalle Street
Suite 415
Chicago, Illinois 60603

(312) 726-8121
Business Fax: (312) 443-0971
Home Fax: (219) 548-9767

April 26, 2004

Mr. Charles R. Rightnowar
General Chairman
Brotherhood of Locomotive Engineers
320 Brookes Dr. Suite 115
Hazelwood, MO 53042

✓
Mr. Richard Meredith
AVP Labor Relations
Union Pacific Railroad
1416 Dodge Street
Omaha, NE 68179

RE: Arbitration Board No. 581
-and-
New York Dock Arbitration Committee
Arb. Case No. 03/074

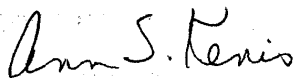
Gentlemen:

At the request of the Carrier, the parties met in Executive Session on Monday, April 19, 2004 in Chicago. The Carrier Member at that session presented various arguments and evidence which, in the Carrier's view, compelled not only a re-examination of the awards issued in the two above-captioned cases, but a different outcome as well. The Organization Member was given an opportunity to respond, with the understanding that a more complete response would be afforded him if any changes to the awards were undertaken.

I have given careful consideration to the Carrier's presentation and have examined the awards in light of all the arguments raised. I am unconvinced that a proper or compelling basis has been advanced by the Carrier for modifying the awards. Accordingly, the awards shall stand as issued.

Enclosed is a statement for services rendered and expenses incurred in connection with the Executive Session, to be divided equally between the parties.

Very truly yours,



Ann S. Kenis

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Richard D. Meredith
Union Pacific Railroad Co.
Omaha, Nebraska
(Douglas Co.)

Born 1945; Admitted 1973, (Admitted in Arkansas; Not admitted in Nebraska); DePauw University, B.A.; Washington University, J.D.

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Results Summary (268 Records)

Displaying Records 1 Through 100

Name	Phone	Title	Location
<u>ADAMS, WILLIAM L. (BILL)</u>	263-4590	SR CLAIM REP	DES MOINES, IA
<u>ALLEN, BRUCE E.</u>	544-3994	PROJECT MANAGER	OMAHA, NE
<u>ANDERSON, BARBARA A.</u>	544-0436	SR LEGAL ASST	OMAHA, NE
<u>ANDERSON, MAX L.</u>	321-4686	SR CLAIM REP	BAKERSFIELD, CA
<u>ANDREWS, TRACY M. (TRACY)</u>	216-6070	SR CLAIM REP	ST LOUIS, MO
<u>ASAY, JEFFREY S. (JEFF)</u>	789-6217	ASST GEN SOLICITOR	ROSEVILLE, CA
<u>AUGHE, ANNETTE M.</u>	544-2022	ADMIN ASST	OMAHA, NE
<u>BACON, DONALD H. (DON)</u>	373-2451	NON EMP DIST ATTN	LITTLE ROCK, AR
<u>BAEZA, MARK (MARK)</u>	534-5175	CLAIM REP	EL PASO, TX
<u>BALWANZ II, RAYNE L.</u>	544-0434	CLAIM REP	OMAHA, NE
<u>BARCLAY, JAMES C. (JIM)</u>	789-6214	SR TRIAL COUNSEL	ROSEVILLE, CA
<u>BARNES, SUSAN K.</u>	220-3229	LEGAL ASST I	HOUSTON, TX
<u>BARNETT, THOMAS W. (TOM)</u>	245-2781	SR CLAIM REP	KANSAS CITY, MO
<u>BARR, WILLIAM G. (BILL)</u>	544-5354	ASST GEN SOLICITOR	OMAHA, NE
<u>BAYER, DONALD G. (DON)</u>	220-3209	MGR LITIGATION	HOUSTON, TX
<u>BEAN, KEITH M. (KEITH)</u>	544-4927	MGR CLAIMS	OMAHA, NE
<u>BELAIR, KAREN M.</u>	544-6965	LEGAL ASST II	OMAHA, NE
<u>BELT, ROBERT N. (BOB)</u>	789-6223	SR TRIAL COUNSEL	ROSEVILLE, CA
<u>BENHAM, PAUL B.</u>	373-2451	NON EMP ASST GEN ATY	LITTLE ROCK, AR
<u>BEUTEL-GUTHRIE, DORIS A. (DORIS)</u>	220-3208	GEN ATTORNEY	HOUSTON, TX
<u>BIEHN, KATHLEEN O. (KATHY)</u>	212-3975	ADMIN SEC	SALT LAKE CITY, UT
<u>BLACKBURN, SUSAN J. (JOANNA)</u>	544-4352	MGR DISCOVERY - DOCU	OMAHA, NE
<u>BLODGETT, KURT M.</u>	935-7646	SR CLAIM REP	CITY OF INDUSTRY, CA
<u>BLUM, WAYNE A.</u>	544-0431	CLAIM REP	OMAHA, NE
<u>BOCKHORN, RHONDA S.</u>	216-5576	SR LEGAL ASST	ST LOUIS, MO
<u>BOND, BENTON R.</u>	220-3206	GEN ATTORNEY	HOUSTON, TX
<u>BOVENZO, MARCIA L. (MARCIE)</u>	777-2042	SR LEGAL REC SPEC	CHICAGO, IL
<u>BOWEN, DOROTHY A.</u>			
<u>BRANT, GEORGE H.</u>	777-2051	SR TRIAL COUNSEL	CHICAGO, IL
<u>BROAD, MARY E. (MARY)</u>	535-4525	SR CLAIM REP	NORTH PLATTE, NE
<u>BROWN, RICHARD E.</u>	216-6095	SR MGR OCC CLAIMS	ST. LOUIS, MO
<u>BUCKLEY, STEPHEN M. (STEVE)</u>	216-5562	ASST GEN SOLICITOR	ST LOUIS, MO
<u>BURRI, CARROLL P.</u>	544-5519	MGR LITIGATION	OMAHA, NE
<u>BURRI, WILLIAM C. (BILL)</u>	329-5103	DIR CLAIMS	OMAHA, NE
<u>BUSHNELL, JIMMY C.</u>	388-9223	SR CLAIM SPEC	LAS VEGAS, NV
<u>BUTZ, STEPHEN E. (BOOTS)</u>	350-7350	SR CLAIM SPEC	SPRING, TX

<u>BYLSMA, ROBERT C. (BOB)</u>	789-6229	GEN ATTORNEY	ROSEVILLE, CA
<u>CARAGHER, PATRICIA M. (PATTY)</u>	216-5578	GEN ATTORNEY	ST LOUIS, MO
<u>CARAWAY-KRUEG, RHONDA D. (LAST NAME:)</u>	350-7303	CLAIM REP	SPRING, TX
<u>CARNABY, HENRY N.</u>	544-6302	GEN ATTORNEY	OMAHA, NE
<u>CHACON, PEGGY J.</u>	789-6232	LEGAL ASST I	ROSEVILLE, CA
<u>CHRISTENSEN, VON E.</u>	212-2763	CLAIM ANALYST	SALT LAKE CITY, UT
<u>COLEMAN, CONNIE J. (CONNIE)</u>	544-1186	SR MGR OCC CLAIMS	OMAHA, NE
<u>COLTRANE, DONNA M.</u>	544-4397	LEGAL ASST I	OMAHA, NE
<u>COOK, DEAN A. (BOBBIE)</u>	350-7350	SR CLAIM REP	SPRING, TX
<u>CORTIVO, ELAINE M.</u>	216-5581	SEC II	ST. LOUIS, MO
<u>COYLE, LINDA J. (LINDA)</u>	777-2056	GEN ATTORNEY	CHICAGO, IL
<u>CRASS, KEVIN A.</u>	373-2451	NON EMP DIST ATTN	LITTLE ROCK, AR
<u>CRAWFORD, JAMES K. (JIM)</u>	216-6078	SR CLAIM REP	ST. LOUIS, MO
<u>CUCHNA, RONALD J.</u>	777-2040	GEN SOLICITOR	CHICAGO, IL
<u>CUPPERNULL, PATRICIA H.</u>	220-3211	SEC II	HOUSTON, TX
<u>CUSHING, THOMAS W. (TOM)</u>	777-2053	GEN ATTORNEY	CHICAGO, IL
<u>DAVIS, JASON S.</u>	535-4441	CLAIM REP	NORTH PLATTE, NE
<u>DAWSON, CARRIE L.</u>	220-3217	SR LEGAL ASST	HOUSTON, TX
<u>DEMING, H. F. (FORD)</u>	964-4182	SR CLAIM SPEC	DENVER, CO
<u>DEO, RAJ</u>	789-6409	SR CLAIM REP	ROSEVILLE, CA
<u>DESANTI, ANTHONY E. (TONY)</u>	544-0426	MGR RISK MGT FLD SVC	OMAHA, NE
<u>DEVASHRAYEE, JEFFERY J. (JEFF)</u>	212-3976	GEN ATTORNEY	SALT LAKE CITY, UT
<u>DEWAAL, CRAIG M.</u>	212-3977	REG DIR CLAIMS WEST	SALT LAKE CITY, UT
<u>DRAKE, MISTY L. (PRINCESS)</u>	350-7350	CLAIM REP	
<u>DUFRESNE, PHILIP M. (PHIL)</u>	921-6723	CLAIM REP	SAN ANTONIO, TX
<u>ECHEVARRIA, SUZANNE Y. (SUZIE)</u>	220-3226	GEN ATTORNEY	HOUSTON, TX
<u>EISEMAN, BYRON M.</u>	373-2451	NON EMP DIST ATTN	LITTLE ROCK, AR
<u>ENGBROCK, LARRY A. (LARRY)</u>	921-4165	DIR CLAIMS	SAN ANTONIO, TX
<u>ERVIE, LISA M.</u>	216-5579	SEC II	ST LOUIS, MO
<u>FARWELL, ROY P.</u>	216-5566	GEN ATTORNEY	ST LOUIS, MO
<u>FEENEY, JOHN D. (JACK)</u>	541-7012	SR TRIAL COUNSEL	SAN FRANCISCO, CA
<u>FENN, BRUCE A.</u>	935-7639	SR CLAIM REP	CITY OF INDUSTRY, CA
<u>FERNANDES, TAMARA E.</u>	789-6228	SEC II	ROSEVILLE, CA
<u>FISHER, ASHERRAH D.</u>	350-7350	CLAIM REP	SPRING, TE
<u>FLENKER, DAVID M. (DAVE)</u>	350-7396	SR CLAIM REP	SPRING, TX
<u>FLETCHER, GAYLA L.</u>	544-4831	VP RISK MANAGEMENT	OMAHA, NE
<u>FLYNN, TRICIA A.</u>	777-2043	SR SECRETARY	CHICAGO, IL
<u>FOSTER, JOSEPH A. (JOE)</u>	236-5227	MGR OCC CLAIM & FIEL	POCATELLO, ID
<u>FOUTRIS, TIM</u>	777-2026	MGR METRA CLAIMS	CHICAGO, IL
<u>FOXX, JAMES B. (BRYAN)</u>	350-7395	SR DIR - NATL CLAIMS	SPRING, TX
<u>FULLER, LYNN E. (EDDIE)</u>	268-0059	SR CLAIM REP	JONESBORO, AR

<u>GABEL, JOHN R. (DICK)</u>	777-2045	MGR CLAIMS	CHICAGO, IL
<u>GALLEY, ROBERT G. (BOB)</u>	544-0438	DIR OCC CLAIMS	OMAHA, NE
<u>GATHRIGHT, JODY D.</u>	238-2992	SR CLAIM REP	LONGVIEW, TX
<u>GAUTHIER JR, CLAYTON J.</u>	350-7526	CLAIM REP TRAINEE	SPRING, TX
<u>GIBSON, LAURA M.</u>	212-3979	SR CLAIM REP	SALT LAKE CITY, UT
<u>GILHAM, SHERRY A.</u>	935-7641	CLAIM ANALYST	CITY OF INDUSTRY, CA
<u>GLOVER, RONNIE C. (RON)</u>	373-2398	MGR CLAIMS	NORTH LITTLE ROCK, AR
<u>GOCHBERG, CHERI K.</u>	212-3980	GEN ATTORNEY	
<u>GOODWILL, GREGGORY D. (GREGG)</u>	789-6407	SR CLAIM SPEC	ROSEVILLE, CA
<u>GOODWIN, MARK B.</u>		ASST GEN SOLICITOR	, NE
<u>GOTT, GARY W. (GOTT)</u>	268-9432	SR CLAIM REP	WICHITA, KS
<u>GRBA, ROBERT D. (BOB)</u>	220-3220	LEGAL ASST I	HOUSTON, TX
<u>GREELIS, JAMES L. (JIM)</u>	329-5108	SR CLAIM SPEC	OMAHA, NE
<u>GREEN, WILLIAM J. (BILL)</u>	885-3231	SR CLAIM SPEC	CORPUS CHRISTI, TX
<u>GREENWOOD, ROSANNA R.</u>	964-4576	SEC II	DENVER, CO
<u>GREGORY, GARY L. (GARY)</u>	245-2779	REG DIR CLAIMS CENTR	KANSAS CITY, MO
<u>GRIFFITH, BRIAN A. (BRIAN)</u>	373-2264	SR CLAIM REP	NORTH LITTLE ROCK, AR
<u>GUBBELS, DENNIS L.</u>	216-5568	MGR LITIGATION	ST LOUIS, MO
<u>GUNTER, JOHN S. (SCOTT)</u>	373-2962	DIR SYS SHOPS/GANGS	NORTH LITTLE ROCK, AR
<u>HALEY, KATHLEEN L. (KATHY)</u>	220-3219	SEC II	HOUSTON, TX
<u>HAMILTON, RONALD K. (RON)</u>	552-3929	SR CLAIM REP	ST. PAUL, MN
<u>HANNON, WILLIAM T.</u>	649-5310	SR CLAIM SPEC	NORTHLAKE, IL
<u>HANSEN, KENT W.</u>	212-3981	GEN ATTORNEY	SALT LAKE CITY, UT



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Results Summary (268 Records)

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Name	Phone	Title	Location
<u>HANSEN, MARK C.</u>	964-4583	GEN ATTORNEY	DENVER, CO
<u>HARRIS, CAROL A. (CAROL ANN)</u>	789-6410	SR CLAIM REP	ROSEVILLE, CA
<u>HARRIS, CAROL A.</u>	541-7011	GEN COMMERCE COUNSEL	SAN FRANCISCO, CA
<u>HART, MARY B.</u>	777-2028	SR CLAIM REP	CHICAGO, IL
<u>HASIAK, RAYMOND J. (RAY)</u>	544-3052	SR TRIAL COUNSEL	OMAHA, NE
<u>HAUTZINGER, RICHARD J. (RICK)</u>	544-4550	ASST GEN&NAT TRIAL C	OMAHA, NE
<u>HAWLEY, LENA A.</u>	216-5569	LEGAL ASST I	ST. LOUIS, MO
<u>HEMMER, JOHN M. (MIKE)</u>	544-6677	SVP LAW & GENERAL CO	OMAHA, NE
<u>HENDERSON, SHARON A.</u>	629-2301	SR CLAIM REP	TUCSON, AZ
<u>HERSHEY, JOHN B.</u>	935-7644	SR CLAIM REP	CITY OF INDUSTRY, CA
<u>HILL, NANCY L.</u>	876-2707	SR CLAIM REP	WEST CHICAGO, IL
<u>HILL, NILDA S.</u>	544-4389	SR SECRETARY	OMAHA, NE
<u>HINNANT, IRA E. (GENE)</u>	879-6083	SR CLAIM SPEC	BLOOMINGTON, CA
<u>HOFFARTH, VINCENT P. (VINCE)</u>	872-1938	SR CLAIM REP	PORTLAND, OR
<u>HOLDER, BARBARA M.</u>	544-5735	SR LEGAL ASST	OMAHA, NE
<u>HOLEWINSKI, MARY R.</u>	544-4394	EXECUTIVE ASSISTANT	OMAHA, NE
<u>HOUK, PHILLIP W. (PHIL)</u>	564-3638	SR CLAIM REP	HERMISTON, OR
<u>HOWARD, RUTH A.</u>	544-4731	ACCTS PAY ADMIN	OMAHA, NE
<u>HUTZLER, THOMAS P. (TOM)</u>	921-6724	SR CLAIM REP	SAN ANTONIO, TX
<u>IRELAND, LORIE J. (LORIE)</u>	789-6225	SR LEGAL ASST	ROSEVILLE, CA
<u>JACKSON, GAYLE R.</u>	891-7475	SR CLAIM REP	OAKLAND, CA
<u>JANOUSEK JR, CHARLES F. (CHUCK)</u>	544-4551	SR LEGAL ASST	OMAHA, NE
<u>JENKINS, PAUL L. (PAUL)</u>	731-7798	MGR PROP DAM & COLL	PALESTINE, TX
<u>JENSEN, GREG J.</u>	350-7350	CLAIM REP	SPRING, TX
<u>JENSEN, JEFFREY M. (JEFF)</u>	263-4591	SR CLAIM SPEC	DES MOINES, IA
<u>JOHNSON, MIKE L.</u>	789-6221	SR TRIAL COUNSEL	ROSEVILLE, CA
<u>JOHNSTON JR, FREDERICK P. (FRED)</u>	777-2047	GEN ATTORNEY	CHICAGO, IL
<u>JONES, MARY E. (MARY)</u>	789-6426	SR MGR OCC CLAIMS	ROSEVILLE, CA
<u>KENEALY, PATRICIA A. (PATTI)</u>	544-4354	SR ANALYST	OMAHA, NE
<u>KILGORE, MARY A.</u>	544-4195	GEN ATTORNEY	OMAHA, NE
<u>KIRKPATRICK, MICHAEL A. (MIKE)</u>	216-6066	SR CLAIM REP	ST LOUIS, MO
<u>KLEINSCHMIDT, CHERYL L. (LU)</u>	777-2044	SR SECRETARY	CHICAGO, IL
<u>KOHLER, KENNETH F. (KEN)</u>	212-3982	SR CLAIM REP	SALT LAKE CITY, UT
<u>KOVAC, LINDA S.</u>	220-3233	LEGAL ASST I	HOUSTON, TX
<u>KRANZ, JAMES E. (JIM)</u>	216-5567	MGR LITIGATION	ST LOUIS, MO

<u>LAFAVE, DANIEL R. (DAN)</u>	777-2046	GEN ATTORNEY	CHICAGO, IL
<u>LANCASTER, SCOTT J.</u>	373-2451	NON EMP DIST ATTN	LITTLE ROCK, AR
<u>LANE, ROBERT G.</u>	731-7730	SR CLAIM SPEC	PALESTINE, TX
<u>LARSON, JEANNE M.</u>	544-4366	LEGAL ASST II	OMAHA, NE
<u>LARUE, ROBERT T. (TOM)</u>	350-7394	DIR CLAIMS	SPRING, TX
<u>LEE, WESLYENE R.</u>	280-7183	LEGAL ASST II	OMAHA, NE
<u>LEICK, JOHN K.</u>	681-6263	SR CLAIM SPEC	JEFFERSON CITY, MO
<u>LEWIS, THOMAS C. (T. CHRIS)</u>	544-3797	GEN ATTORNEY	OMAHA, NE
<u>LILLARD, JOHN R.</u>	544-5606	DIRECTOR LAW	OMAHA, NE
<u>LLOYD, JASON D.</u>	564-3628	CLAIM REP	HERMISTON, OR
<u>LONG, PATRICIA M. (TRICIA)</u>	373-2393	SR CLAIM REP	NORTH LITTLE ROCK, AR
<u>LOOMIS, WILLIAM S. (BILL)</u>	872-1940	DIR CLAIMS	PORTLAND, OR
<u>LORD III, JOHN P.</u>	216-5577	GEN ATTORNEY	ST LOUIS, MO
<u>LOZA, NORMA J.</u>	935-7645	SR CLAIM REP	CITY OF INDUSTRY, CA
<u>LUCAS, KRISTIN L.</u>	350-7397	CLAIM REP TRAINEE	SPRING, TX
<u>LUKEHART, JAMIE L.</u>		CLAIM REP TRAINEE	
<u>LUNDEEN, LELAND J. (LEE)</u>	329-5106	SR CLAIM REP	OMAHA, NE
<u>MANN, JACK R. (JACK)</u>	842-7141	SR CLAIM REP	BEAUMONT, TX
<u>MARR, DEBORAH L. (DEBBIE)</u>	789-6417	LITIGATION MGR	ROSEVILLE, CA
<u>MARR, SANDRA M.</u>	777-2041	ADMIN SEC	CHICAGO, IL
<u>MASCOVICH, JOSEPH P.</u>	789-6234	GENERAL APPELLATE CO	ROSEVILLE, CA
<u>MAURO, LEONARD A. (LEN)</u>	552-3928	MGR OCC CLAIM & FIEL	ST. PAUL, MN
<u>MCCARTER, KEN N.</u>	544-6764	PROJ MGR	OMAHA, NE
<u>MCCLELLAN, JOHN G.</u>	552-3977	REG DIR CLAIMS NORTH	ST. PAUL, MN
<u>MCCOMB, CONNIE</u>	789-6226	SEC II	
<u>MCCOY, NICKEY L. (NICK)</u>	350-7339	CLAIM SPEC EVIDENCE	SPRING, TX
<u>MCDANIELS, CURTIS E. (CURT)</u>	544-0441	DIR MAJOR CASUALTIES	OMAHA, NE
<u>MESCHER, ANGELA M. (ANGIE)</u>	789-6222	SEC II	ROSEVILLE, CA
<u>MILLER, DOUGLAS A. (DOUG)</u>	826-5532	SR CLAIM REP	CHESTER, IL
<u>MONROE, ROBERT O. (BOB)</u>	929-3498	SR MGR CLAIMS	IRVING, TX
<u>MOORE, JAMES F. (JIM)</u>	544-0489	SR MGR OCC CLAIMS	OMAHA, NE
<u>MORAN, SHERRY A.</u>	544-5431	SR LEGAL REC SPEC	OMAHA, NE
<u>MOSS, TIFFINI A.</u>		SEC II	
<u>MULLINS, BEVERLY A.</u>	220-3203		HOUSTON, TX
<u>MURDOCK, ANITA A.</u>	541-7013	LEGAL ASST I	SAN FRANCISCO, CA
<u>MURRAY, ELIZABETH R. (BETSY)</u>	373-2451	NON EMP ASST GEN ATY	LITTLE ROCK, AR
<u>MYERS, KELLY L. (LEE)</u>	535-4284	MGR CLAIMS	NORTH PLATTE, NE
<u>NAPPER, STEVEN E.</u>	964-4579	SR TRIAL COUNSEL	DENVER, CO
<u>NASH, JANET D. (JAN)</u>	777-2049	LEGAL ASST I	CHICAGO, IL
<u>NAUGLE, SARA J.</u>	789-6312	CLAIM REP	ROSEVILLE, CA
<u>NELSON, BRUCE M. (BRUCE)</u>	964-4181	DIR CLAIMS	DENVER, CO
<u>NETZEL, LYNDA L.</u>	544-2165	LEGAL RECORDS SPEC	OMAHA, NE

<u>OCKEN, KEN J.</u>	544-4380	MGR CONTRACTS	OMAHA, NE
<u>OLESON, SHIRLENE</u>	212-3988	LEGAL ASST I	SALT LAKE CITY, UT
<u>OLSEN, NORMAN J. (NORM)</u>	212-3987	SR CLAIM SPEC	SALT LAKE CITY, UT
<u>OPAL, ROBERT T. (BOB)</u>	544-3072	GEN COMMERCE COUNSEL	OMAHA, NE
<u>PATITUCCI, FRANK J.</u>	777-2024	SR CLAIM REP	CHICAGO, IL
<u>PERSINGER JR, CHARLES E. (CHARLIE)</u>	595-3250	SR CLAIM REP	CLEARFIELD, UT
<u>PETERSON, MARJORIE L. (MARGIE)</u>	216-5565	ADMIN SEC	ST LOUIS, MO
<u>PETRANOVICH, SUSANNE L. (SUE)</u>	964-4183	CLAIM REP TRAINEE	DENVER, CO
<u>POHLE JR, WILLIAM H. (BILL)</u>	789-6220	SR TRIAL COUNSEL	ROSEVILLE, CA
<u>POTEET, ROGER C. (ROGER)</u>	245-2771	SR CLAIM REP	KANSAS CITY, MO
<u>POTTS, CAROLYN B.</u>	373-2455	NON EMP SEC	LITTLE ROCK, AR
<u>PRIEFERT, JAMES K. (JIM)</u>	544-4420	SR LEGAL ASST	OMAHA, NE
<u>PROFANT, THOR N.</u>	891-7477	SR CLAIM REP	OAKLAND, CA
<u>QUICK, NINA B. (NINA)</u>	731-7785	CLAIM REP	PALESTINE, TX
<u>RADCLIFFE, WILLIAM R. (BILL)</u>	220-3213	MGR LITIGATION	HOUSTON, TX
<u>RANKIN, RONALD F. (RON)</u>	921-4160	SR CLAIM REP	SAN ANTONIO, TX
<u>REED, JOHN M. (MIKE)</u>	373-2249	SR CLAIM SPEC	NORTH LITTLE ROCK, AR
<u>RINN, LOUISE A. (LOU ANNE)</u>	544-3309	ASSOC GEN COUNSEL	OMAHA, NE
<u>RISUCCI, LYNDIA M.</u>	789-6224	ADMIN SECRETARY	ROSEVILLE, CA
<u>RIVERA, RICKIE A. (RICK)</u>	544-6786	GEN DIR - CLAIMS	OMAHA, NE
<u>RODRIGUEZ, MICHAEL R. (MIKE)</u>	216-6065	DIR CLAIMS	ST. LOUIS, MO
<u>RODRIGUEZ, TONIA A. (T.A.)</u>	878-4523	CLAIM REP	FORT WORTH, TX
<u>ROME, HARDING J.</u>	220-3240	SR TRIAL COUNSEL	HOUSTON, TX



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Page Received From Server On: Sun Aug 08 2004 15:06:19 GMT-0500 (Central Standard Time)

Results Summary (268 Records)

Displaying Records 201 Through 268			
Name	Phone	Title	Location
<u>ROSEDALE, DAVID M.</u>	484-4036	SR CLAIM SPEC	ALEXANDRIA, LA
<u>ROTH, NANCY L.</u>	544-4319	LEGAL RECORDS SPEC	OMAHA, NE
<u>ROWE, MARK J.</u>	544-5543	DIR LAW SYS	OMAHA, NE
<u>RUESS, GERALYN R. (LYN)</u>	216-5575	GEN ATTORNEY	ST. LOUIS, MO
<u>RUSSELL, SHARON F.</u>	964-4580	LEGAL ASST II	DENVER, CO
<u>SALBER, CHUCK W. (CHUCK)</u>	872-1942	SR CLAIM SPEC	PORTLAND, OR
<u>SALTSMAN, SHARON K.</u>	220-3230	LEGAL ASST I	HOUSTON, TX
<u>SAUSER, RUTH A. (RUTHIE)</u>	544-2271	PROJECT MANAGER	OMAHA, NE
<u>SAYLORS, CHARLES W. (CHUCK)</u>	544-4861	DIR LEGAL SUPP SVCS	OMAHA, NE
<u>SCHNEIDER, GARY S.</u>	245-2792	SR CLAIM SPEC	KANSAS CITY, MO
<u>SCOTT, JOAN M.</u>	373-2396	SR CLAIM REP	NORTH LITTLE ROCK, AR
<u>SERNA, CATALINA</u>	220-3205	GEN ATTORNEY	HOUSTON, TX
<u>SEVERINSEN, BRENDA M.</u>	777-2023	CLAIM ANALYST	CHICAGO, IL
<u>SEWELL, SHIRLEY J.</u>	350-7350	SR CLAIM SPEC	SPRING, TX
<u>SHAW, SCOTT A.</u>	778-3470	SR CLAIM REP	CHEYENNE, WY
<u>SHERWOOD, LINDA J.</u>	220-3236	ADMIN SEC	HOUSTON, TX
<u>SHUMATE JR, MACK H.</u>	777-2055	SR GEN ATTORNEY	CHICAGO, IL
<u>SIMPSON, JAMES M. (JIM)</u>	373-2451	NON EMP DIST ATTN	LITTLE ROCK, AR
<u>SMITH, CHRISTINE M.</u>	544-5761	ASST GENERAL COUNSEL	OMAHA, NE
<u>SMITH, DAWSON D.</u>	220-3202	SEC II	HOUSTON, TX
<u>SOLORIO, MARIO D.</u>	935-7642	DIR CLAIMS	CITY OF INDUSTRY, CA
<u>SORTINO, MICHELLE L.</u>	544-2242	SR SECRETARY	OMAHA, NE
<u>SOSSO, CATHERINE J. (CATHERINE)</u>	544-6964	GEN ATTORNEY	OMAHA, NE
<u>SPAAR, WILLIAM J.</u>	350-7341	SR CLAIM REP	SPRING, TX
<u>STANTON, DAVID D.</u>	342-3792	SR CLAIM SPEC	AVONDALE, LA
<u>STAROSTKA, MATTHEW R.</u>	535-4339	CLAIM REP	NORTH PLATTE, NE
<u>STEINSPRING, ERICA J.</u>	544-3685	LEGAL ASST L	OMAHA, NE
<u>STUART, HERBERT C. (HERB)</u>	373-2392	DIR CLAIMS	NORTH LITTLE ROCK, AR
<u>STURMAN, BRENT J. (BRENT)</u>	238-5578	SR CLAIM REP	POCATELLO, ID
<u>SUCHAND, HAROLD A.</u>	929-3496	SR CLAIM SPEC	IRVING, TX
<u>SULLIVAN, GERARD (GERRY)</u>	544-4468	GEN ATTORNEY	OMAHA, NE
<u>SUTTON, WILLIAM H. (BUDDY)</u>	373-2078	NON EMP GEN ATTN	LITTLE ROCK, AR
<u>SWEET, RICHARD O. (DICK)</u>	789-6406	DIR CLAIMS	ROSEVILLE, CA
<u>SWIONTEK, ALETA (LEE)</u>	777-2048	SR LEGAL ASST	CHICAGO, IL
<u>SZCZECINSKI, ROBERT S.</u>	777-2025	DIR CLAIMS	CHICAGO, IL
<u>THEISEN JR, JAMES J. (JIM)</u>	544-6765	ASST GENERAL COUNSEL	OMAHA, NE

<u>THOMPSON, NICHOLE A.</u>	544-1643	MGR LITIGATION	OMAHA, NE
<u>TORRES, GILBERT E.</u>	935-7648	SR CLAIM SPEC	CITY OF INDUSTRY, CA
<u>TOTRA, ROBERT A. (BOB)</u>	216-6067	CLAIM REP TRAINEE	ST. LOUIS, MO
<u>TURNER, TERRY D.</u>	929-3495	REG DIR CLAIMS SOUTH	IRVING, TX
<u>URSERY, FREDERICK S. (FRED)</u>	373-2451	NON EMP ASST GEN ATY	LITTLE ROCK, AR
<u>VAN OUTRY, JONI</u>	271-3250		OMAHA, NE
<u>VIGIL, CEALLACH A.</u>	789-6231	SR SECRETARY	ROSEVILLE, CA
<u>WALRAVEN, SANDRA S. (SANDY)</u>	778-3210	SR CLAIM SPEC	CHEYENNE, WY
<u>WALTERS, TODD C.</u>	322-2511	SR CLAIM REP	PHOENIX, AZ
<u>WALTON, MERRICK C. (RICK)</u>	220-3235	GEN SOLICITOR	HOUSTON, TX
<u>WARBURTON, WILLIAM J. (BILL)</u>	544-1079	SR MGR OCC CLAIMS	OMAHA, NE
<u>WARD, DAVID V.</u>	534-3610	SR CLAIM SPEC	EL PASO, TX
<u>WATSON, JOHN D. (DEWEY)</u>	373-2451	NON EMP DIST ATTN	LITTLE ROCK, AR
<u>WATSON, SCOTT C.</u>	777-2029	SR CLAIM REP	CHICAGO, IL
<u>WATTERSON, JEFF A.</u>	373-2394	CLAIM REP	NORTH LITTLE ROCK, AR
<u>WHITCOMB, MICHAEL L. (MIKE)</u>	789-6400	AVP LAW	ROSEVILLE, CA
<u>WILHELM, CYNTHIA A. (CINDY)</u>	544-5171	LEGAL ASST II	OMAHA, NE
<u>WILKINSON, THOMAS C. (TOMMY)</u>	471-2001	SR CLAIM REP	VAN BUREN, AR
<u>WILLIAMS, JOHN C. (CLARE)</u>	212-3989	GEN SOLICITOR	SALT LAKE CITY, UT
<u>WILSON, FRED S.</u>	220-3224	GEN ATTORNEY	HOUSTON, TX
<u>WILSON, LEON F.</u>	361-3319	SR CLAIM REP	MONROE, LA
<u>WINEINGER, EMILY K.</u>	544-1419	MGR DISCOVERY	OMAHA, NE
<u>WOODARD, MARSHA K.</u>	220-3228	LEGAL ASST I	HOUSTON, TX
<u>WOODBEEK, BARBARA J. (BARB)</u>	544-5588	MGR CLAIMS	OMAHA, NE
<u>WOODS, RODNEY W. (ROD)</u>	373-2338	SR CLAIM REP	NORTH LITTLE ROCK, AR
<u>WOOTEN, PATRICIA L. (PAT)</u>	929-3458	SR CLAIM REP	IRVING, TX
<u>WRIGHT JR, DONALD E.</u>	921-4160	SR CLAIM SPEC	SAN ANTONIO, TX
<u>WZOREK, LAWRENCE E. (LARRY)</u>	544-3897	AVP LAW	OMAHA, NE
<u>YOUNG, DAVID P.</u>	220-3201	ASST GEN SOL&NAT ENV	HOUSTON, TX
<u>YOUNG, GAIL L.</u>	212-3990	LEGAL ASST II	SALT LAKE CITY, UT
<u>YOUNG, LORETTO K. (LORI)</u>	544-5847	EXEC DIR LEGAL ADMIN	OMAHA, NE
<u>ZIEGLER JR, JOHN A. (JOHN)</u>	220-3234	MGR CLAIMS	HOUSTON, TX