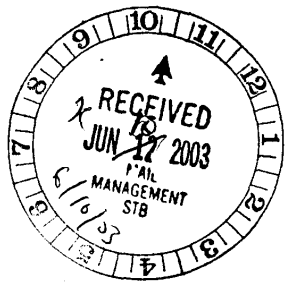
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BEFORE THE
SURFACE TRANSPORTATION BOARD



Finance Docket No. 32760 -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)

PETITION OF THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS
UNION PACIFIC RAILROAD – CENTRAL REGION
FOR REVIEW OF A NEW YORK DOCK ARBITRATION OPINION AND AWARD

Office ENTERED of Proceedings
JUN 13 2003
Part of Public Record

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Union Pacific Railroad – Central Region

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BEFORE THE
SURFACE TRANSPORTATION BOARD

Finance Docket No. 32760

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

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PETITION OF THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS
UNION PACIFIC RAILROAD – CENTRAL REGION
FOR REVIEW OF A NEW YORK DOCK ARBITRATION OPINION AND AWARD

I.

INTRODUCTION

Union Pacific Railroad – Central Region General Committee General Committee of Adjustments of the Brotherhood of Locomotive Engineers ("BLE"), being duly designated and authorized collective bargaining representative for the craft of locomotive engineers on the Union Pacific Railroad – Central Region, herewith appeals Award No. 2, New York Dock Board of Arbitration (John B. LaRocco, Chairman), and Arbitration Opinion and Award, dated May 19, 2003, regarding application of the Kansas City Hub Merger Implementation Agreement.

A copy of the Opinion and Award is attached hereto as Appendix A. The submission filed by the Carrier before Chairman LaRocco is attached hereto as Appendix B. The submission filed by the undersigned, representing the BLE General Committee of Adjustment for the Union Pacific Railroad – Central Region, before Chairman LaRocco, is attached hereto as Appendix C.

II.

STATEMENT OF FACTS GIVING RISE TO SETTING ASIDE THE AWARD AS TO AWARD NO. 2

Arbitrator John B. LaRocco correctly found that Engineers exercising the "in lieu of" provisions of the Kansas City Hub Merger Implementing Agreement (See, Appendix C, Exhibit D at pp. 23-24, 51, 82-83) need not sell their homes at the pre-merger Jefferson City area location:

> This Committee observes that engineers need not sell their homes in Jefferson City. They are not barred from owning multiple parcels of real property, including parcels in both Kansas City and Jefferson City. This Committee merely emphasizes that to be eligible for the *in lieu of* relocation benefits, the engineer must actually move from Jefferson City to Kansas City with the present intent to maintain a permanent residence at Kansas City for a minimum, seniority permitting, of two years. If an engineer from Jefferson City relocates to Kansas City and then maintains his principal place of residence in Kansas City, the engineer may continue to own whatever real estate the engineer so desires in the Jefferson City area, including the home in which he resided prior to the relocation.
>
> (Award No. 2, Appendix A at p. 10, emphasis original)

However, Arbitrator LaRocco erred in finding that the Claimant in Award No. 2, C. W. Kerr, did not qualify for the "in lieu of" relocation benefits where Claimant Kerr retained a residence in the Jefferson City, and received mail and telephone calls at that location, in direct conflict with the above-quoted finding. If Claimant Kerr was entitled to retain property at Jefferson City, Missouri, then it follows that he was entitled to receive mail and telephone calls at that location, especially since Jefferson City would only shift from being Claimant's "home" terminal to his "away-from-home" terminal, where Claimant would continue to operate a train from Jefferson City every other day. If Claimant Kerr had a right to own property at both his

"home" terminal and his "away-from-home" terminal, there is no prohibition as to Claimant's receipt of mail at both locations.

Further, the fact that Claimant received his call to work at the Kansas City area location by telephone there (Award No. 2, Appendix A at p. 10), when his freight train was due to work east from that Kansas City location every other day, seven (7) days a week, approximately 163 miles from Jefferson City, Missouri, well beyond commuting distance (especially in winter months), is evidence that Claimant was actually in his apartment in Kansas City, Missouri, at the time of receipt of his call to work at Kansas City.

Under the *Lace Curtain* standard, the Board may overturn "an arbitral award when it is shown that 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." This Award fails to meet this standard, and, as such, should be overturned.

Conduct by the parties under the Agreement as to other employees is evidence of the intent of the parties, as it construes the provisions of the Agreement by such conduct. An Engineer that had accepted a relocation allowance on the Claimant's territory, changing his work location from Jefferson City, Missouri to Kansas City, Missouri, D. R. Snyder (Appendix C, Exhibit G), moved to an apartment in Independence, Missouri, shown initially in the CMS records as Apartment 4B, 9530 E. Winner Rd., Independence, Missouri 64053 – 1651 (Appendix C, Exhibit T, at p. 5). Since this time, D. R. Snyder has moved to a new apartment, shown in the CMS records as Apartment 11, 17007 E. 24 Highway, Independence, Missouri 64056 (Appendix C, Exhibit U, at p. 1). D. R. Snyder has never been required to pay his relocation allowance.

By letter dated May 31, 2000, Engineer T. E. Bryan was sent a letter from Andrea Gansen, advising that his relocation from Bloomington, Illinois, to Fort Meyers Beach, Florida,

required repayment of his relocation allowance in the amount of $21,600.00, with a similar "agreement" for repayment attached (Appendix C, Exhibit V, at p. 1-2). Engineer Bryan advised that his wife lived in the Florida residence, and that he lived at a residence in Tremont, Illinois, so as to qualify for the relocation allowance (Appendix C, Exhibit V, at p. 3). Andrea Gansen advised Engineer Bryan, by letter dated June 20, 2000:

> I am in receipt of your letter postmarked June 12, 2000, referencing my May 31 letter to you regarding the relocation payment made to you under the provisions of the St. Louis Hub Implementation Agreement.
>
> Thank you for your timely response. You have demonstrated that your new residence is in Tremont, Illinois and not Florida. After reviewing the unique circumstances of your situation, the Carrier will not pursue the recollection of the relocation money.
>
> (Appendix C, Exhibit V, at p. 4).

Engineer Bryan intended to work from his temporary residence in Tremont, Illinois, until his retirement, and move to Florida with his wife.

Engineer J. P. Sevart, working on the same territory as the Claimant, was initially denied the relocation allowance from Jefferson City to Kansas City, wherein the Carrier stated, in part:

> Your work records indicate you are permanently assigned to the RE125 pool at Jefferson City. Notwithstanding the fact you were not required to relocate to Kansas City, the documents you provided indicate you are leasing from relatives in Raytown, MO for a period of three months ending February 28, 2001. In addition the "Deed of Trust" you provided for a lot in Jefferson City is not signed and is not sufficient evidence of home ownership.
>
> (Appendix C, Exhibit X, at p. 2).

In spite of the above, the Carrier paid J. P. Sevart, confirmed by computer check data, and Carrier correspondence, dated November 16, 2001 (Appendix C, Exhibit X, at pp. 3-4).

B. W. Kopaskey had accepted relocation allowance to move from Bloomington, Illinois, closer to the new work location, Villa Grove, Illinois, but refused to sell his house at Bloomington; Ms. Gansen had already sent the following letter, dated May 31, 2000:

> A review of the relocation payment made to you under the provisions of the St. Louis Hub Implementation Agreement revealed that you requested a relocation lump sum of $20,000. Payment in the net amount of $13,800.00 was made to you in April 1999.
>
> However, the Carrier has been advised to you have failed to abide by the terms of the relocation agreement, in that you have not remained at your new work location (Villa Grove) for the two years as you agreed in the application for relocation allowance. Furthermore, Carrier records indicate that you did not relocate closer to your new work location (Villa Grove). Instead, your address of record remains Bloomington. As you have failed to comply with the conditions under which you were granted the relocation allowance, I have enclosed a repayment agreement for you to repay the net amount of $13,800.00. To reimburse the Carrier for your improper request and receipt of this relocation lump sum, you must complete, sign and return the enclosed agreement for repayment to the Carrier within (10) days of receipt.
>
> (Appendix C, Exhibit W)

Regardless of the above-quoted letter, B. W. Kopaskey was not required to sell his house in Bloomington, nor was he subjected to any further recollection efforts.

The treatment of the four (4) employees referenced above, by which conduct the Carrier properly construed the "in lieu of" provisions of the Hub Agreement, supports the claim filed by C. W. Kerr, requiring that Award No. 2 be overturned.

III.

CONCLUSION

The Brotherhood of Locomotive Engineers, Union Pacific Railroad – Central Region, requests that this Board accept this Petition for review and decide the issues raised herein, reversing Award No. 2.

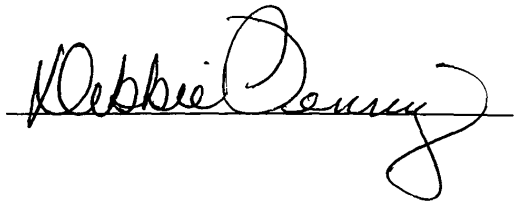
Respectfully submitted,

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General Chairman
Brotherhood of Locomotive Engineers
Union Pacific Railroad – Central Region

CERTIFICATE OF SERVICE

I hereby certify that the foregoing Petition to Review and accompanying appendices were served upon Applicant by mailing copies first class postage prepaid, to R. D. Rock, Director of Labor Relations, Union Pacific Railroad Company, 1416 Dodge Street, Room 323, Omaha, Nebraska 68179-0323, and John B. LaRocco, Arbitrator, 2001 H Street, Sacramento, California, 95814-3109, on this 6th day of June 2003.



ARBITRATION COMMITTEE

In the Matter of the Arbitration Between:	)	Pursuant to Article 1, § 11 of the New York Dock Conditions
BROTHERHOOD OF LOCOMOTIVE ENGINEERS,	)	Case No. 2, Award No. 2 Engineer C. W. Kerr
Organization,	)	
and	)	
UNION PACIFIC RAILROAD COMPANY,	)	**OPINION AND AWARD**
Company.	)	

Hearing Date: February 6, 2003
Hearing Location: Sacramento, California
Date of Award: May 19, 2003

MEMBERS OF THE COMMITTEE

Neutral and Sole Member: John B. LaRocco

ORGANIZATION'S QUESTIONS AT ISSUE

1. Whether the Carrier may unilaterally relocate the Claimant from Kansas City, Missouri, to Jefferson City, Missouri? If not, what is the remedy?

2. Whether the Carrier may stop payment of the Reverse Held-Away-From-Home Allowance at Jefferson City, Missouri? If not, what is the remedy?

3. Whether the Carrier may recollect Relocation Allowances paid to Claimant from Claimant's Test Period Average Earnings Allowances? If not, what is the remedy?

4. Whether the Carrier may cease Reverse Lodging Allowances and Benefits? If not, what is the remedy?

5. Without waiver of the Organization's position as to any of the above, should the Carrier prevail, *arguendo,* but incorrectly, what is the proper accounting of funds recollected? If funds have been recollected improperly, or to excess, what is the remedy?

CARRIER'S STATEMENT OF THE CLAIM

Claim of Engineer C. W. Kerr for in lieu of lump sum relocation benefits outlined in Article VII of the Kansas City Hub Implementing Agreement.

APPENDIX A

OPINION OF THE COMMITTEE

I. INTRODUCTION

The United States Surface Transportation Board (STB) approved the application of the Union Pacific Railroad Company (former UP) to control and merge with the Southern Pacific Transportation Company (SPT) and its subsidiaries. [Finance Docket 32760] One of the SPT's subsidiaries was the St. Louis South Western Railway (SSW). As a condition of the merger, the STB imposed on the merged Carrier (UP) the employee protective conditions set forth in *New York Dock Railway-Control-Brooklyn Eastern District Terminal*, 360 I.C.C. 60, 84-90 (1979); affirmed, *New York Dock Railway v. United States*, 609 F.2d 83 (2nd Cir. 1979) ("New York Dock Conditions") pursuant to the relevant enabling statute.

Subsequent to the merger, the Brotherhood of Locomotive Engineers (BLE or Organization) and the UP (Carrier) negotiated a number of implementing agreements. This dispute centers on the proper interpretation and application of provisions contained in the Kansas City Hub Merger Implementing Agreement.

At the February 6, 2003 hearing, the Organization and Carrier waived the tripartite arbitration committee set forth in Article I, § 11(a) of the New York Dock Conditions. The parties stipulated that the undersigned act as the Neutral and Sole Member of this Committee. At the Neutral Member's request, the parties waived the 45-day time limitation, specified in Article I, § 11(c) of the New York Dock Conditions, for issuing this decision.

II. BACKGROUND AND SUMMARY OF THE FACTS

Subsequent to the merger, the Carrier and the Organization negotiated a series of hub merger implementing agreements. These arrangements created centralized terminals, called hubs, with

spokes going out to many points which were previously terminals or outlying points on the pre-merger railroads.

The Organization and Carrier signed the Kansas City Hub Merger Implementing Agreement on July 2, 1998. The Implementing Agreement became effective on January 16, 1999.

Article VII(B) of the Kansas City Hub Merger Implementing Agreement reads:

> 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:
>
> 1. Non-homeowners may elect to receive an "in lieu of" allowance in the amount of $10,000 upon providing proof of actual relocation.
>
> 2. Homeowners may elect to receive an "in lieu of" allowance in the amount of $20,000 upon providing proof of actual relocation.
>
> 3. Homeowners in Item 2 above who provide proof of a bona fide sale of their home at fair value at the location from which relocated shall be eligible to receive an additional allowance of $10,000.
>
> a) This option shall expire within five (5) years from date of application for the allowance under Item 2 above.
>
> b) Proof of sale must be in the form of sale documents, deeds, and filings of these documents with the appropriate agency.
>
> **NOTE:** All requests for relocation allowances must be submitted on the appropriate form.
>
> 4. With the exception of Item 3 above, no claim for an "in lieu of" relocation allowance will be accepted after two (2) years from date of implementation of this Agreement.

5. Under no circumstances shall an engineer be permitted to receive more than one (1) "in lieu of" relocation allowance under this Implementing Agreement.

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.

Claimant is a former UP Engineer who resided in and had his home terminal at Jefferson City, Missouri. Claimant is among the engineers listed on Attachment D to the Kansas City Hub Merger Implementing Agreement.

As an Attachment D Engineer, Claimant held certain valuable, superior and prior rights to work at Jefferson City so long as he indefinitely resided at Jefferson City. Pursuant to Side Letter No. 7 and other provisions of the Kansas City Hub Merger Implementing Agreement, engineers like Claimant, could voluntarily relocate to Kansas City and become eligible for the *in lieu of* relocation benefits described in Article VII(B). Engineers performing service in the Kansas City pool were afforded reverse lodging expenses and home away from home terminal (HAHT) privileges at Jefferson City.

On or about December 30, 1999, Claimant submitted an application for *in lieu of* relocation benefits attesting that he was moving his residence from Jefferson City to Kansas City. On the application form, Claimant checked Option Two which provided:

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.

Claimant promised that, by completing the form, he would, his seniority permitting, actually relocate to Kansas City for at least two years.[1]

On January 10, 2000, Claimant entered into a six-month lease of premises located on North Anita Avenue in Kansas City, Missouri. According to Carrier records dated February 9, 2000, Claimant changed his address from Cherokee Drive in Jefferson City to North Anita Avenue in Kansas City, Missouri. However, the record indicates that Claimant's telephone number remained the same as his telephone number at his Jefferson City address. Claimant submitted materials showing that he paid power and telephone invoices for his Kansas City address.

Based on these materials, the Carrier paid Claimant a $20,000 *in lieu of* relocation allowance. According to the Organization, the Carrier actually paid Claimant a net amount of $13,134.80.

Sometime thereafter, the Carrier conducted an audit that disclosed that Claimant had changed his address of record back to the home on Cherokee Drive in Jefferson City. On June 2, 2000, the Carrier wrote Claimant demanding repayment of the *in lieu of* relocation allowance. In the letter, the Carrier's Director of Labor Relations wrote:

> However, Carrier records indicate that you did not relocate to Kansas City. Instead, your address of record has been changed back to Jefferson City. The relocation allowance was not intended to be paid for employees who were not truly relocating their residence to the new work location. As you have failed to comply with the conditions under which you were granted the relocation allowance, I have enclosed a repayment agreement for you to repay the net amount of $13,134.80 as you have failed to relocate in accordance with the agreement. Due to this, your payment of reverse held-away benefits will cease immediately.

[1] The two-year minimum relocation period is set forth in Article VII(B)(6) of the Kansas City Hub Merger Implementing Agreement.

Claimant responded on or about June 8, 2000. In his correspondence, Claimant declared:

> You have a copy of my lease on my Kansas City residence. My address in Kansas City has not changed. If you are concerned about where my check is being sent, I can direct deposit it and you can keep your info magazine and problem is solved.

Claimant emphatically stated that his address was on North Anita Avenue in Kansas City. Claimant also refused to sign any agreement permitting repayment of the *in lieu of* relocation allowance.

On June 13, 2000, the Carrier told Claimant that depositing his check directly to the bank would not be relevant to showing that he truly relocated his residence to Kansas City. The Carrier also informed Claimant that renting an apartment in Kansas City and commuting to and from Jefferson City is insufficient to establish a residence at Kansas City.

On or about June 25, 2000, Claimant replied to the Carrier. He specifically denied commuting between Kansas City and Jefferson City and he claimed that the Carrier's Crew Management System had a method of reaching him at Kansas City.

On June 30, 2000, the Carrier's Director of Labor Relations observed that Claimant had changed his address back to Kansas City only after she had sent him the June 2, 2000 letter.

Thereafter, the Carrier deducted certain amounts from Claimant's test period average earnings. The record is unclear as to exactly what amounts the Carrier recouped from Claimant. The record is also void of any evidence as to what Claimant did after the expiration of his six-month leasehold on North Anita Avenue in Kansas City.

According to the Organization, Claimant is presently assigned to Jefferson City and he is apparently receiving away from home terminal time when he is ensconced at Kansas City on pool turns.

III. THE POSITIONS OF THE PARTIES

A. The Organization's Position

The Carrier wrongly reclaimed *in lieu of* relocation benefits from Claimant even though he relocated from Jefferson City to Kansas City. Claimant provided irrefutable evidence that he had obtained an apartment at Kansas City. The Carrier is attempting to unilaterally relocate Claimant from Kansas City back to Jefferson City which denigrates Claimant's right to make the voluntary move to Kansas City pursuant to the Kansas City Hub Merger Implementing Agreement.

Claimant did relocate from Jefferson City to Kansas City. Claimant moved to Kansas City and began paying utilities at his North Anita Avenue address.

Claimant made a very important decision. He forewent valuable employment rights by giving up the superior rights that attached to him so long as he resided in Jefferson City. It logically follows that Claimant must have genuinely wanted to move to Kansas City otherwise, he would not have surrendered these special rights.

Engineers are not barred from having multiple residences. Claimant could relocate to Kansas City and keep his home in Jefferson City by selecting Option 2 of Article VII(B) (but not Option 3). Thus, the parties contemplated that engineers could maintain homes in Jefferson City and still relocate their residences to Kansas City.

The Organization submits that Claimant is the victim of disparate treatment. The Organization proffered evidence that another Jefferson City engineer received a relocation allowance for moving from Jefferson City to Kansas City even though the engineer did not purchase a home at Kansas City. The Organization presented another example of an engineer who moved to a new

work location in Illinois and the Carrier allowed this engineer to keep his relocation allowance even though his wife resided in a far away home.

In response to the Carrier's jurisdictional argument, the Organization argues that the Carrier is estopped from asserting that this Committee lacks jurisdiction over the claim given the Director of Labor Relation's declarations that are set forth in the claim that this Committee addressed in Award No. 1. In addition, the Organization avers that the *in lieu of* relocation benefits grow out of the New York Dock Conditions and are found in a merger implementing agreement.

B. The Carrier's Position

The Carrier contends that an Arbitration Committee formed under the New York Dock Conditions is not the proper forum for adjudicating this dispute. The *in lieu of* relocation benefits in the Kansas City Hub Merger Implementing Agreement supersede the New York Dock provisions for moving expenses and real estate losses. Therefore, when an engineer elects the *in lieu of* relocation allowance, the option is outside the ambit of the New York Dock Conditions. In sum, this Committee lacks the authority to adjudicate this dispute.

Claimant did not actually relocate from Jefferson City to Kansas City and so, he was not entitled to *in lieu of* relocation benefits. To be entitled to those benefits, Claimant must have permanently changed his place of residence. Claimant rented an apartment in the Kansas City area but he did not actually relocate. After receiving the relocation allowance, Claimant quickly retreated to his residence on Cherokee Drive in Jefferson City, the home that he occupied prior to applying for the *in lieu of* relocation benefits.

Indeed, the Carrier's audit revealed that Claimant changed his address of record to Kansas City to receive the $20,000 allowance. Claimant collected the allowance. Then, sometime between

February, 2000 and June, 2000, Claimant changed his address of record back to Jefferson City. In addition, Claimant apparently maintained his Jefferson City telephone number as his telephone number of record even though he briefly changed his address of record to North Anita Avenue in Kansas City.

Inasmuch as Claimant did not relocate from Jefferson City to Kansas City, the Carrier properly recouped the allowance by withholding monies from his test period average earnings. Moreover, the Carrier properly ceased paying Claimant HAHT payments at Jefferson City because Claimant never moved from Jefferson City to Kansas City.

IV. DISCUSSION

The *in lieu of* relocation benefits are a direct substitute for benefits that engineers are otherwise entitled to receive under the New York Dock Conditions. [*See Article I, Sections 9 and 12 of the New York Dock Conditions.*] Stated differently, the parties negotiated the *in lieu of* provisions predicated on the compulsion, contained in the New York Dock Conditions, that engineers are entitled to certain protection from real estate losses and moving expenses. The *in lieu of* relocation benefits are a natural outgrowth of the benefits in the New York Dock Conditions. The *in lieu of* allowances are simply designed to streamline the administration of the moving and home sale loss benefits having their genesis in the New York Dock Conditions. [*Transportation Communications International Union and Kansas City Southern Railway*, NYD § 11 Arb. (Muessig, 2000).] Therefore, this Committee has jurisdiction over the instant dispute.

To conclusively effect a relocation from an engineer's old work point to the engineer's new work point, the engineer must actually move from the old work point to the new work point and then manifest the present intent to maintain his principal and permanent place of residence at the new

work location. [*Special Board of Adjustment: Allied Services Division, Transportation Communications International Union and Union Pacific Railroad Company* (Suntrup, 2000).] The Special Board of Adjustment listed several factors that are used to determine whether an engineer truly relocates and intends to establish a permanent residence at the new work location including: where his family resides; what ties the engineer has to the community; what payments the engineer makes to the community; and, whether the engineer commutes to his new location from his old location. In a philosophical sense, the Board aptly observed that home is where the engineer's heart resides. Whether an engineer has relocated and permanently resides at the engineer's new work location must be decided on a case-by-case basis by examining the surrounding circumstances.

In this case, Claimant indirectly admitted that he did not actually relocate from Jefferson City to Kansas City. In his correspondence dated (on or about) June 8, 2000, Claimant conceded that his paycheck and other Company materials were sent, without any interruption, to his Jefferson City address. Where one receives compensation for his labor is a strong indicator of where the engineer resides. The fact that Claimant did not have his paycheck sent to Kansas City demonstrates that he did not truly relocate to Kansas City.

Furthermore, Claimant, at first, changed his address of record to Kansas City and then upon collecting the $20,000 allowance, he quickly changed his address back to Jefferson City. Claimant again conveniently changed the address back to Kansas City only after the Carrier conducted its audit. Claimant's last action was an afterthought. Claimant belatedly attempted to change his address back to Kansas City but his true intent had already been evinced when he changed his address back to Jefferson City earlier in 2000.

Claimant paid for power and telephone at his Kansas City address but whenever an employee rents an apartment, there will be utility expenses. Claimant did not submit any evidence showing that he had changed his drivers license or vehicle registration to Kansas City. Claimant also did not present any evidence that his family or loved ones moved to Kansas City.

In sum, based on Claimant's admissions and the Carrier's records, this Committee finds that Claimant did not actually relocate from Jefferson City to Kansas City. It logically follows that inasmuch as Claimant never moved, he could not establish a primary and permanent residence at Kansas City.

This Committee observes that engineers need not sell their homes in Jefferson City. Engineers are not barred from owning multiple parcels of property, including parcels in both Kansas City and Jefferson City. This Committee merely emphasizes that to be eligible for the *in lieu of* relocation benefits, the engineer must 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. If an engineer relocates and then maintains his principal place of residence at Kansas City, the engineer may continue to own whatever real estate the engineer so desires in the Jefferson City area, including the home in which he resided prior to the relocation.

Next, the Committee concludes that Claimant was not the victim of disparate treatment. The examples raised by the Organization are distinguishable from Claimant's situation. The engineer who maintained a second home for his wife was a unique circumstance but, nonetheless, the engineer proved, with sufficient evidence, that the engineer maintained his primary and permanent residence in Illinois. There is not enough evidence regarding the other examples cited by the Organization to show that those engineers may or may not have been properly entitled to *in lieu of* relocation

allowances.[2] We merely find insufficient evidence in the record that the facts surrounding their relocations precisely mirrored Claimant's situation. Moreover, one or two isolated instances where the Carrier failed to recoup improperly paid relocation allowances does not constitute a past practice permitting all engineers to keep monies that were improperly paid to them.

While the issue of Claimant's continuing status is not directly before this Committee, we simply note that the Carrier should realize that there may be ramifications flowing from the Carrier's decision to treat Claimant like he never relocated, i.e., Claimant remains a Jefferson City Engineer. The Committee is confident that the parties, especially the Carrier, understand these potential ramifications.

This Committee is concerned about whether the Carrier properly recollected the $20,000 relocation allowance. Also, from Claimant's perspective, there may be tax consequences arising out of the recollection or changes in taxation during the year that Claimant received the allowance. Since the Carrier recouped the improperly paid allowance without a repayment agreement, the Carrier must give a full accounting of the balance due, the amounts deducted and any known tax consequences including the sources and calculations underlying these figures.

Therefore, this Committee will direct the Carrier to provide Claimant with a full and complete accounting concerning the Carrier's recoupment of the relocation benefits.

AWARD AND ORDER

ORGANIZATION'S QUESTION AT ISSUE NO. 1

Whether the Carrier may unilaterally relocate the Claimant from Kansas City, Missouri, to Jefferson City, Missouri? If not, what is the remedy?

---

[2] This Committee does not express any opinion as to whether the Carrier properly paid them *in lieu of* relocation allowances.

ANSWER TO THE ORGANIZATION'S QUESTION AT ISSUE NO. 1

The Carrier properly recouped the *in lieu of* relocation allowance from Claimant. It must provide Claimant with a full and complete accounting within 60 days of the date stated below.

* * * *

ORGANIZATION'S QUESTION AT ISSUE NO. 2

Whether the Carrier may stop payment of the Reverse Held-Away-From-Home Allowance at Jefferson City, Missouri? If not, what is the remedy?

ANSWER TO THE ORGANIZATION'S QUESTION AT ISSUE NO. 2

The Committee observes that the Carrier should realize that there may be ramifications from its decision to recoup the relocation benefits effectively keeping Claimant assigned at Jefferson City.

* * * *

ORGANIZATION'S QUESTION AT ISSUE NO. 3

Whether the Carrier may recollect Relocation Allowances paid to Claimant from Claimant's Test Period Average Earnings Allowances? If not, what is the remedy?

ANSWER TO THE ORGANIZATION'S QUESTION AT ISSUE NO. 3

The Carrier properly recouped the *in lieu of* relocation allowance from Claimant. It must provide Claimant with a full and complete accounting within 60 days of the date stated below.

* * * *

ORGANIZATION'S QUESTION AT ISSUE NO. 4

Whether the Carrier may cease Reverse Lodging Allowances and Benefits? If not, what is the remedy?

ANSWER TO THE ORGANIZATION'S QUESTION AT ISSUE NO. 4

The Committee observes that the Carrier should realize that there may be ramifications from its decision to recoup the relocation allowance effectively keeping Claimant assigned at Jefferson City.

* * * *

ORGANIZATION'S QUESTION AT ISSUE NO. 5

Without waiver of the Organization's position as to any of the above, should the Carrier prevail, *arguendo,* but incorrectly, what is the proper accounting of funds recollected? If funds have been recollected improperly, or to excess, what is the remedy?

ANSWER TO THE ORGANIZATION'S QUESTION AT ISSUE NO. 5

The Carrier properly recouped *in lieu of* relocation benefits from Claimant. It must provide Claimant with a full and complete accounting within 60 days of the date stated below.

* * * *

CARRIER'S STATEMENT OF THE CLAIM

Claim of Engineer C. W. Kerr for in lieu of lump sum relocation benefits outlined in Article VII of the Kansas City Hub Implementing Agreement.

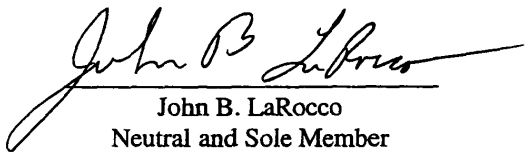
DISPOSITION OF THE CLAIM

Claim denied except that the Carrier shall provide Claimant with a full and complete accounting with 60 days of the date stated below.

* * * *

This Committee retains jurisdiction over this dispute for a period of one year from the date stated below to resolve any dispute regarding the interpretation or application of its decision herein provided, the parties may mutually agree to extend the Committee's retention of jurisdiction beyond the one-year period.

Dated: May 19, 2003



John B. LaRocco
Neutral and Sole Member

Case No.: C. W. Kerr
Carrier File: 110.61 - 326 - 20

NEW YORK DOCK

ARBITRATION

CARRIER'S SUBMISSION

IN THE MATTER OF ARBITRATION

between

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

and the

UNION PACIFIC RAILROAD COMPANY

* * * * *

STATEMENT OF CLAIM:

"Claim of Engineer C. W. Kerr for in lieu of lump sum relocation benefits outlined in Article VII of the Kansas City Hub Implementing Agreement."

APPENDIX B

CARRIER'S STATEMENT OF FACTS:

This case involves a claim in behalf of Engineer C. W. Kerr (Claimant) for relocation benefits, alleging he relocated from Jefferson City, Missouri to Kansas City, Missouri in connection with the Kansas City Hub Implementing Agreement.

Claimant submitted a "Hub Relocation Benefit Application" dated December 30, 1999 claiming Option 2:

> *"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.*

A copy of the Relocation Benefit Application is attached hereto and marked **Carrier's Exhibit " A"**.

By letter dated January 5, 2002, Manager of Labor Relations Lucy A. Ruf denied Claimant's claim for relocation due to no change in his permanent address. Ms. Ruf stated in part:

> *"Carrier research indicates that your permanent address has not changed. In order to be considered to have relocated, your permanent address on file with the Carrier must be changed to your relocated address. In addition, a complete copy of the rental agreement to your new address is required."*

A copy of Ms. Ruf's January 5, 2000 letter is attached hereto and marked **Carrier's Exhibit "B"**.

Shortly thereafter, Claimant changed his address to Kansas City and returned Ms. Ruf's January 5, 2000 letter with supporting documents. Claimant was then properly compensated the $20,000.00 as claimed.

Copies of Claimant's address change and supporting documents are attached hereto and marked **Carrier's Exhibit "C"**.

In May 2000 an audit was conducted wherein it was discovered Claimant had changed his residence back to Jefferson City, Missouri.

By letter dated June 2, 2000, Asst. Director - Labor Relations, Andrea Gensen advised Claimant he had failed to meet the requirements for "in lieu of" relocation benefits as set forth under the Kansas City Hub Implementing Agreement. Ms. Gensen stated in part:

> *"...Carrier records indicate that you did not relocate to Kansas City. Instead, you have relocated back to Jefferson City. The relocation allowance was not intended to be paid for employees who had not truly relocated their residence to Kansas City."*

A copy of Ms. Gensen's June 2, 2000 letter is attached hereto and marked **Carrier's Exhibit "D"**.

By undated letter, received by Carrier on June 8, 2000, Claimant responded to Ms. Gensen's June 2nd letter stating in part:

> *"My address in Kansas City is still 7900 North Antia, Apt 2, Kansas City, Missouri 64151. I have complied with the terms and provisions of the Kansas City Hub Agreement."*

A copy of Claimant's undated letter is attached hereto and marked **Carrier's Exhibit "E"**.

Ms. Gensen responded to Claimant on June 13, 2000 further explaining the relocation provisions under the Hub Agreement. Ms. Gensen stated in part:

> *"All evidence demonstrates that you intent to maintain 226 Cherokee Drive, Jefferson City, as you principle place of residence. Therefore, you cannot be said to have changed your place of residence pursuant to the terms and conditions of the Kansas City Hub Agreement."*

A copy of Ms. Gensen's June 14, 2000 letter is attached hereto and marked **Carrier's Exhibit "F"**.

Additional correspondence between Ms. Gensen and Claimant are attached hereto and marked **Carrier's Exhibit "G" through "I"**.

This claim has been handled on the property and has been declined by the highest designated officer to receive same and is now before this Board for adjudication.

CARRIER'S STATEMENT OF ISSUES:

(A) Did C. W. Kerr (Claimant) actually relocate from Jefferson City, Missouri to Kansas City, Missouri, pursuant to the Kansas City Hub Implementing Agreement?

(B) Is the New York Dock the proper forum for this case to be adjudicated?

POSITION OF THE CARRIER:

The Carrier's position in support that Claimant did not meet the terms and conditions for "in lieu" of relocation allowance in Case M. O. Coats of this Board, insofar as it is relevant here, applies with equal force and effect to this case. Accordingly, the Carrier's position in Case M. O. Coats, by reference, is incorporated into the record of this Case and is made a part hereto.

In order for Claimant to be entitled to relocation benefits he must meet the following conditions:

(1) Relocate in order to hold a position as a result of the merger.

(2) Have a reporting point further than his old reporting point and at least 30 miles between the current home and the new reporting point and at least 30 miles between reporting points.

(3) Change his place of residence.

If Claimant's contention to (3) is correct, then he would be eligible for the relocation allowance in accordance with Article VII of the Kansas City Hub Implementing Agreement.

Article VIII of the Kansas City Hub Implementing Agreement reads in part:

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

In addition Q & A.1, Section B reads:

> *"Q.1. Who is required to relocate and is thus eligible for the allowance?*
> *A.1. An engineer who can no longer hold a position at his location and must relocate to hold a position as a result of the merger. This excludes engineers who are borrow outs for forced to a location and release."*

Claimant did not relocate to Kansas City, but conveniently rented an apartment in order to reap the $20,000.00 relocation benefit. Once he received the relocation allowance, he simply changed his residence back to 226 Cherokee Dr., Jefferson City, Missouri.

The clear and unambiguous language of the Agreement dictates that the relocation allowance is only afforded to employees who are required and actually relocate to the new reporting location.

During the Kansas City Hub negotiation, the issue of moving Jefferson City Engineers to Kansas City was a major concern for the Employees. Accordingly, the Carrier understood the Employee's concerns and agreed to eliminate Jefferson City through attrition. Each Engineer was given the option of remaining in Jefferson City or relocated

to Kansas City. Engineers electing not to relocate to Kansas City would retain Jefferson City as their Home Terminal.[1]

If the Framers of the Kansas City Hub Agreement had intended to pay engineers $10,000 to $30,000 for moving the home terminal from Jefferson City to Kansas City without requiring the employee to relocate they would have written it as such. Instead the Agreement provides for a relocation allowance if required to relocate.[2]

This issue of what does a relocation mean has been addressed in numerous arbitration awards. In Special Board of Arbitration - NYD-217 Interpretation Case 1 between Union Pacific Railroad and Allied Services Division Transportation Communication Union, Arbitrator Edward L. Suntrup wrote:

> *"But, according to the Carrier, the question then becomes the following: What does a change of residence mean?*
>
> *"To answer this question the Carrier references arbitral precedent in this industry as follows:*
>
> > *"Award 220 of Special Agreement Board off the former CN&W concluded, in 1992, the change of residence can be determined by whether such change was 'temporary' or 'permanent', and by looking at the '...intention of the transferred employee...'. That Award concluded, in citing also earlier Award 210 of that same Board, that if there is sufficient evidence that the change in residence was temporary, then moving benefits should not be paid.*

[1] Side Letter 7, found on page 39 of **Carrier's Exhibit "Z-9"** of case M. O. Coats.

[2] Article VIII.B found on page 23 of **Carrier's Exhibit "Z-9"** of Case M. O. Coats.

"Award 18 of PLB 3399 off the SP also addresses the question of change of residence. It concludes, after citing the '...reputable authority...' of earlier Award 219 of PLB 1186, and of PLB 3096, that '...temporary commuting arrangements...' do not qualify as a change of residence. According to Award 18 of PLB 3389, '...renting a motel room for a few weeks...' would not '...support a claim for a transfer allowance...' under the Agreement at bar in that case.

"Along these same lines, Award 17 of PLB 4561, which was issued in 1992 and which was also off the UP, concluded that several rental checks are insufficient proof of a... 'change of residence...'. In Award 16 of that same Board the referee concluded that proof of purchase of a residence (assuming it was a bona fide transaction) is sufficient to show a change of residence and is sufficient for the Claimant, in this latter case, to have been eligible for relocation benefits.

"Award 7 of PLB 3096 held, in denying relocation benefits in that case, that '...a person establishes a residence when she or he takes all the overt measures that express an intent to establish a permanent home...' and that renting an apartment and commuting to one's home in another location is not sufficient proof that a residence has been established in the new location.

"Award 1 of PLB 4792, also off the ICG as was Award 7 of PLB 3096 cited in the immediate foregoing, concluded that if an employee physically moves to a new location, but '...with intent to maintain their principal place of residence at the original home...', such employee cannot be said to have changed their place of residence. This same Board also denied relocation benefits in Award 2 because the employee could not show that he ever intended to change his place of residence.

"In conclusion, after citing these Awards, the Carrier argues as follows:

> *'NYD-217 requires an employee to change their place of residence in order to be eligible for the moving benefits found therein. Merely 'pretending' to change one's place of residence does not grant the relocation benefits provided by the Agreement. If it had been the intent of the parties to allow moving benefits for these employees who temporarily change their place of residence, there would have been no need to give homeowners a higher level of benefits than those benefits granted to renters. Homeowners certainly would not have incurred greater expenses in moving to a location for several months than renters.. It is the Carrier's position that each of*

the seven (7) Claimants in this case failed to demonstrate that they changed their place of residence... (after they exercised seniority to Hearne, Texas from their prior work points)'."

The unifying principle that emerges from the above award is that, employees not permanently relocating to their new reporting location are not eligible for relocation provisions of New York Dock or "in lieu" of New York Dock relocation allowance.

A BOARD ESTABLISHED UNDER THE PROVISIONS OF NEW YORK DOCK IS NOT THE PROPER FORUM FOR THIS CASE TO BE ADJUDICATED

Over the objection of the Carrier, the Organization pursued this claim to arbitration based on the fact that the STB imposed the New York Dock Conditions adopted by the ICC in Finance Docket No. 28220, 360.ICC60.

However, the facts of this claim and the specific language of the Kansas City Implementing Agreement does not support the conclusion.

Article VIII, Section B of the Kansas City Hub specifies how relocation will be handled. The language clearly states that *"engineers required to relocate under this Agreement will be governed by the relocation provisions of New York Dock."* Based on this language, New York Dock Condition prevail. However, the next sentence read as follows;

"In lieu of New York Dock provisions, an employee required to relocate may elect one of the following options..."
(emphasis added)

The Agreement allows employees to select New York Dock relocation benefits, if they desire. The Agreement also permitted engineers to accept an option outside the provisions of New York Dock. Once this *"in lieu of"* allowance was elected, the other condition involving New York Dock did not apply.

The Carrier's position is consistent with other BLE General Committees of Adjustment throughout the System. An E-mail from BLE General Chairman Dan W. Hannah advising that relocation disputes would be listed to SBA 180. Referee Dana Eischen agreed to take the cases under the *"in lieu of"* provision of the Hub Agreement. Their relocation language is identical to the language found in the Kansas City Hub Implementing Agreement.

Additionally, the Carrier's position is found in the position of former BLE International President Edward Dubroshi's letter to the Director of Arbitration Service, Roland Watkins, involving a non-New York Dock dispute.

In his letter of February 23, 2000, Mr. Dubroshi stated:

> *"The parties should not be allowed to conduct what should be negotiations under Section 6 of the Railway Labor Act as an orchestrated 'dispute' under the guise of New York Dock."*

It is apparent the Organization is erratic in what is New York Dock and what is not. However, the expressed statements of the former BLE International President and the action of other BLE General Committees, clearly show this is not a New York Dock dispute.

It is the Carrier's position this claim is improperly before this Board and should be dismissed.

CONCLUSION:

Based on the foregoing, the claim presented should be denied. Claimant did not relocate to Kansas City thus he did not meet the terms and conditions for *"in lieu"* of New York Dock Relocation as interpreted in conformity with the eight (8) Awards cited herein inevitably leads to denial of the instant case. Moreover, this claim is based on *"in lieu"* of New York Dock relocation provisions, therefore this is not the proper forum for this case to be adjudicated. In summary, there is no basis for payment of the claim presented.

All of the above, in substance, has been discussed with the Organization during the handling of this dispute on the property.

Respectfully submitted,

R. D. Rock
Director - Labor Relations
1416 Dodge St. - Room 332
Omaha NE 68179

January 20, 2003

HUB RELOCATION BENEFITS APPLICATION

(KANSAS CITY Hub)

(Applicant Insert Name of Appropriate Hub)

Please accept this as my application for relocation benefits as set forth in the above referenced Article VII (B) Merger Implementing Agreement. I understand that my election herein is in lieu of actual relocation benefits provided under New York Dock. This election must be exercised within two (2) years from the date of implementation of this Agreement. (Except that Option 3 shall expire within five (5) years from implementation). Please check one of the following three options:

20,000 00

☐ Option 1: I am a non-owner and accept a $10,000 allowance in lieu of New York Dock relocation benefits

☒ 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.

99636 8248

☐ 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.

If I have accepted Option 3, I understand that I must not only submit "proof of actual relocation" but in addition I must provide "proof of a bona fide sale" of my home at fair value in the form of sale documents, deeds, and filings of these documents with the appropriate agency in order to receive the "in lieu of" allowance.

BLE-UP

In addition, I understand that in accepting any of the three options above, I will be required to remain at the new location, seniority permitting, for a period of two (2) years. Please fax or send this completed form to J. E. Cvetas, Manager-Labor Relations Program Administration, 1416 Dodge Street, Room 332, Omaha, NE 68179; fax (402)271-2463. Mr. Cvetas can also be reached by phone at (402)271-4577.

f

NAME Charles W Kerr **SSN** 499-44-8247

SIGNATURE Charles W Kerr

CRAFT Engineer

DATE 12-30-99

OLD WORK LOCATION Jefferson City, Mo. **NEW WORK LOCATION** Kansas City Mo

K-C-2-GA

CARRIER'S EXHIBIT

PAGE 1 OF 1

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA NEBRASKA 68179

January 5, 2000

110.61-20-326
Kansas City Hub

Mr. C. W. Kerr
226 Cherokee Drive
Jefferson City, MO 65101

Dear Sir:

This letter is in reference to your application for relocation benefits under the Kansas City Hub Agreement.

Carrier records indicate that your permanent address has not changed. In order to be considered to have relocated, your permanent address on file with the Carrier must be changed to your relocated address. In addition, a complete copy of the rental agreement to your new address is required. The Carrier does not considered a copy of the welcome letter from the apartment complex as sufficient information to establish relocation.

Per the foregoing, your request for relocation benefits is excessive, invalid, without merit or agreement support and is denied in its entirety.

Sincerely,

Lucy A. Ruf
Manager - Labor Relations

Copy to file

CARRIER'S EXHIBIT B
PAGE 1 OF 1

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA NEBRASKA 68179

January 5, 2000

110.61-20-326
Kansas City Hub

Mr. C. W. Kerr
226 Cherokee Drive
Jefferson City, MO 65101

Dear Sir:

This letter is in reference to your application for relocation benefits under the Kansas City Hub Agreement.

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Per the foregoing, your request for relocation benefits is excessive, invalid, without merit or agreement support and is denied in its entirety.

Sincerely,

Lucy A. Ruf
Manager - Labor Relations

Copy to file

Address has been changed. Here is Complete Copy of Rental Agreement. I have moved into new address. I am not using lodging facilities at either end of road.

CARRIER'S EXHIBIT C
PAGE 1 OF 7

APARTMENT # 002

WEIGAND-OMEGA MANAGEMENT, INC.

LEASE AGREEMENT

1. RENT AND TERM. This lease executed on this 10th day of January, 2000 between WEIGAND-OMEGA MANAGEMENT, INC., as LANDLORD, and Charles W Knox and Nadine, as TENANT(S), lease the property commonly known as Applewood At The Commons (Apartment # 002) located at 7900 N. Anita in the city of Kansas City, county of Platte, state of Missouri for a period of (6) Six months, beginning on the 15th day of January, 2000 and ending on the 14th day of July, 2000. The total rent due under this lease is Twothousandninehundred Seventy ($ 2970.00) dollars, payable in equal monthly installments of Fivehundredninety five ($ 495.00) dollars, in advance without demand at the office of the community named above on the first day of each month. One month's rent is due in full at move in. The pro rata rent for the second month is $ 264.00 and for the last month is $ 231.00.

2. CHARACTER OF OCCUPANCY. All adults living on the premises shall be jointly and severally liable for rent and/or damages due under this lease and the performance of its terms and conditions. The subject premises shall be used and occupied only as a private dwelling by the TENANT, or others, whose names and ages are shown below:

NAME	AGE	RELATION TO TENANT
None other than above		

3. SECURITY DEPOSIT. The TENANT shall, prior to delivery of possession, deposit with the LANDLORD the sum of One hundred Fifty ($ 150.00) dollars as a security deposit on the unit. Such deposit will be held by the LANDLORD, without interest, and shall be returned to the TENANT within thirty (30) days of the termination of this lease subject to satisfaction of the following listed obligations:
   A. Payment by TENANT of damages and repairs to the rental unit.
   B. Payment of rent in full as agreed in paragraph 1 of this lease and Exhibit "C", if applicable.
   C. Payment by TENANT of any costs for any unusual cleaning requirements necessary to return the rental unit to its original condition.
   D. Fulfillment of lease term and providing notice in accordance with paragraph #25.

4. NON APPLICATION OF SECURITY DEPOSIT TO RENT. The TENANT shall neither apply nor deduct any portion of the security deposit from the last month's rent or use or apply such TENANT'S security deposit at any time in lieu of rent payment. If TENANT fails to comply with this provision, the entire security deposit will be forfeited and the LANDLORD may recover the rent due as if the deposit had not been applied to or deducted from the rent due.

8. INVENTORY AND INSPECTION. Within five (5) days after occupancy, or at the time of delivery of possession, the LANDLORD and the TENANT shall jointly inventory the premises and duly note its condition. Both the LANDLORD and TENANT shall retain a written copy of such inventory and inspection report. The TENANT may, upon written request prior to the termination of this lease, accompany the LANDLORD on the exit inventory and inspection to be accomplished during office hours on the day of return of the rental.

TENANT _____ DATE 1-15-2000

TENANT Charles W Knox By _____

I, (We), the undersigned, have read, and understand the conditions and terms of this lease as set forth on the foregoing pages.

(Initialed by TENANT(S)) _____

WEIGAND-OMEGA MANAGEMENT, INC.

CARRIER'S EXHIBIT _____

>N380 READY FOR NEXT REQUEST...

SSAN: 499448247 NAME: CHARLES W KERR R/S: WHITE MA
DATE OF BIRTH: 04-19-43 MARITAL STATUS: M SPOUSE NAME: PATSY
MAILING ADDRESS: 7900 N ANITA APT #2 SPOUSE BIRTH: 01-07-44
KANSAS CITY MO 64151-1235 PHONE: (314) 635-8369
INQUIRY SCREEN: N PRINT: N LATA: PERS-ID: 031330

-EDUCATION-
1ST LEVEL: HS GRAD YEAR: 63 MAJOR: MINOR:
2ND LEVEL: YEAR: MAJOR: MINOR:

-EDUCATION IN PROGRESS-
LEVEL: TUIT AID: MAJOR: MINOR:

ORIG HIRE: 05-25-77 LAST HIRE: 05-25-77 PRIOR MO SERVICE:
EMPL. STATUS: ACT-A STATUS DATE: 02-11-94 COMPANY ABBR: UPRR

POSITION TITLE: THRU FRT ENGINEERS WORK LOC: JEFF CITY POS DATE:
DIVISION: ST LOUIS SERV UNIT COST CENTER:
DEPARTMENT: TRANSPORTATION PAYROLL: 3
MAJOR ORG UNIT: SUPT-TRN,ENG,& YD
PROT INFO: NYD3 12-31-99 5,857.02 / MO TREATED RATE: /

CARRIER'S EXHIBIT C
PAGE 3 OF 7

GENERAL WARRANTY DEED

This Indenture, Made on the 20th day of December A. D., 19 72

by and between Clarence A. Kremer and Louise C. Kremer, his wife

of the County of Cole, in the State of Missouri, part ies of the First Part, and

Charles W. Kerr and Patsy A. Kerr, his wife

926 Cherokee Street, Jefferson City,

of the County of Cole, in the State of Missouri, part ies of the Second Part:

WITNESSETH, That the said part ies of the First Part in consideration of the sum of Ten Dollars ($10)

Ten and no/100 ---------- DOLLARS,

and other valuable considerations

to them paid by the said part ies of the Second part, the receipt of which is hereby acknowledged,

do by these presents, GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the said

part ies of the Second Part, their heirs and assigns, the followine described lots, tracts or parcels of

land lying, being and situate in the County of Cole, State of Missouri to wit:

Part of Private Survey No. 2701, in the City of Jefferson, Missouri, more particularly described as follows:

From the northwest corner of Private Survey No. 2680; thence South 81 degrees 20 minutes west, 1188 feet; thence South 4 degrees 30 minutes east, 71.4 feet; thence South 63 degrees 13 minutes west, 492.05 feet; thence South 49 degrees 48 minutes west, 604.25 feet; thence South 69 degrees west, 199.0 feet, to the centerline of the Old St. Louis Road; thence South 23 degrees 36 minutes east, along the centerline of the said road, 30 feet; thence North 69 degrees east, 202.4 feet; thence North 49 degrees 48 minutes east, 436.8 feet, to the beginning point of this description; thence North 49 degrees 48 minutes east, 90 feet; thence South 40 degrees 12 minutes east, 200 feet; thence South 49 degrees 48 minutes west, 90 feet; thence North 40 degrees 12 minutes west, 200 feet, to the beginning point of this description.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining, unto the said part ies of the Second Part and unto their heirs and assigns FOREVER, the said Grantors hereby covenanting that they are lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that they ha ve good right to convey the same; that the said premises are free and clear of any incumbrances done or suffered by them or those under whom they claim and that they will warrant and defend the title to said premises unto the said part ies of the Second Part, and unto their heirs and assigns FOREVER, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the said part ies of the First Part ha ve hereunto set their hand s and seal the day and year first above written.

Signed, sealed and delivered in the presence of

Clarence A. Kremer (SEAL)

Louise C. Kremer (SEAL)

(SEAL)

(SEAL)

CARRIER'S EXHIBIT C

PAGE 4 OF 7

STATE OF MISSOURI, } ss
County of Cole. }

On this 20th day of December 19 72 before me personally appeared

Clarence A. Kremer

and Louise C. Kremer

his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Jefferson City, Missouri the day and year first above written.

My term expires 9/5/74

Betty L. Rootes
Notary Public

STATE OF MISSOURI, } ss.
County of Cole. }

On this day of 19 , before me personally appeared

to me known to be the person described in and who executed the foregoing instrument and acknowledged that executed the same as free act and deed. And the said

further declares to be single and unmarried.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the day and year first above written.

My term expires 19

4885

General Warranty Deed

FROM

TO

STATE OF MISSOURI, } ss.
County of Cole }

I, Henry G. LePage Recorder of Deeds of said County, do hereby certify that the within instrument of writing was on the 21 day of December 1972 at 1 o'clock and 40 minutes P. M. duly filed for record in this office, and is recorded in the records of this office in Book 22b at page 447

Witness my hand and seal of said office in Jefferson City, Missouri, this 21 day of December, A. D. 1972

Henry G. LePage Recorder.

By Florence B. Rogers Deputy.

Recorder's Fee, $ In Advance

This Deed should be prompted recorded, or the security may become worthless

CARRIER'S EXHIBIT C
PAGE 5 OF 7

1999 COLE COUNTY REAL ESTATE

TAX RATE 4.84

ACCOUNT NUMBER	PARCEL NUMBER	VALUATION
21534	11-05-15-0004-004-025	14,420

PT. PS2701;BEG 609.2' E OF E LINE
OLD ST L RD ALONG S LINE CHEROKEE
NE 90'; SE 200'; SW 90'; NW 200'
POB
226 CHEROKEE DR
JEFFERSON CITY
0.4100 ACRES

KERR, CHARLES W & PATSY A

226 CHEROKEE DR
JEFFERSON CITY MO 65101-4402

199 21534 00000069793

STATE TAX	4.33
COUNTY GEN REVENUE	49.03
SCHOOL JC	461.44
COUNTY ROAD AND BRIDGE	37.49
LIBRARY	28.84
HANDI-CAPPED	12.98
CITY TAX JEF	103.82
FIRE DISTRICT	0.00
SURTAX	0.00

1999 TOTAL TAX

697.93

PENALTIES			
JAN	49.58	JUL	137.79
FEB	84.21	AUG	152.45
MAR	79.15	SEP	167.12
APR	93.81	OCT	167.12
MAY	108.47	NOV	167.12
JUN	123.13	DEC	167.12

A

AFTER D
31, 1999,
appropri
penalty fo
the monti
in which
payment
is made.

AUDIT

CARRIER'S EXHIBIT C
PAGE 6 OF 7

Applewood At the Coves

7841 N. Anita
Kansas City Mo 64151

Phone (816) 741-4100
~~Fax (816) 587-7[illegible]~~

Dear future Resident,

We are very happy to have you become a resident of Applewood At the Coves Apartments. The following information has been put together to make your move a little easier:

Your new address will be: 7900 N. Anita Apt. # 2
Kansas City, Missouri 64151

Your move-in date will be: 1-15-00

Your monthly rent will be: 495^00

Your second months prorated rent will be: 264^00 due Feb 1st, 2000

Any additional fees due $ 30 + 150 for App fee & Deposit

TOTAL AMOUNT DUE AT MOVE-IN: $ 495

Prior to your move-in day, please contact:

K.C.P.& L (Electric Service)-**WE WILL FAX, OR YOU CAN CALL**	~~471-5275~~ Don't call
Southwestern Bell (Telephone service)	1-800-246-4999
Time Warner Cable:	358-8833
K.C. Star Newspaper	~~781-5797~~

Your keys will be furnished when:

*All parties have signed the lease and all addendum's.
*All deposits and 1st months rent have been paid.
*Your move-in date has occurred
*The electric service has been transferred into your name.

Please mail 2 checks to Applewood, one for $30^00 App fee one for $150^00 Depos

Your Staff at Applewood:

Martha Cusick	Manager
Niki Tanner	Assistant Manager
Jenny Cusick	Leasing Agent
Geno Burda	Maintenance
Craig Donner	Maintenance
Carl Schoenrock	Interior/Exterior Design

Thank you for choosing Applewood as your new home, if there is anything else we can do for you, please call us at 741-4100

Mail me a Pay check Stub to Verify Employment

COURT'S EXHIBIT
PAGE 1 OF 7

UNION PACIFIC RAILROAD COMPANY

1416 Dodge Street
Omaha, Nebraska 68179

June 2, 2000

110.61-20.326

Mr. C. W. Kerr
226 Cherokee Drive
Jefferson City, MO 65101

Z 453 485 981

Dear Sir:

An audit of the relocation payment made to you under the provisions of the Kansas City Hub Implementation Agreement revealed that you requested a relocation lump sum of $20,000. Payment in the net amount of $13,134.80 was made to you on February 11, 2000.

However, Carrier records indicate that you did not relocate to Kansas City. Instead, your address of record has been changed back to Jefferson City. The relocation allowance was not intended to be paid for employees who were not truly relocating their residence to the new work location. As you have failed to comply with the conditions under which you were granted the relocation allowance, I have enclosed a repayment agreement for you to repay the net amount of $13,134.80 as you have failed to relocate in accordance with the agreement. Due to this, your payment of reverse held-away benefits will cease immediately. To reimburse the Carrier for your improper request and receipt of this relocation lump sum, you must complete, sign and return the enclosed agreement for repayment to the Carrier within ten (10) days of receipt. Failure to do so will result in this office turning this matter over to auditors, special agents and the service unit for resolution.

Thank you for your attention in this matter.

Sincerely,

Andrea Gansen
Assistant Director Labor Relations

Copy to: W. Scott Hinckley
Mike Scoggins

CARRIER'S EXHIBIT P
PAGE 1 OF 2

AGREEMENT FOR REPAYMENT

110.61-20.326

Mr. C. W. Kerr
226 Cherokee Drive
Jefferson City, MO 65101

I understand that I was incorrectly paid relocation of $13,143.80. I agree to repay this amount to the Carrier as follows (select one):

____ By check for the full amount (enclose check and send via U.S. Mail)

____ Deduction of $547.66 per pay period for twelve months

____ Deduction of $365.11 per pay period for eighteen months

This deduction will commence at the first pay period following the date this Agreement is received by the Carrier.

_____
Employee's Signature

_____
Date

Send by fax to: Andrea Gansen
402/271-2463

or mail: 1416 Dodge Street
Room 332
Omaha, NE 68179

Upon receipt, copy to George Marshall for processing to Banking Department.

CARRIER'S EXHIBIT D
PAGE 2 OF 2

REC'D
JUN 8 2000
Labor Relations

ANDREA GANSEN
ASSISTANT DIRECTOR LABOR RELATIONS
UNION PACIFIC RAILROAD

DEAR MS GANSEN

YOU HAVE A COPY OF MY LEASE ON MY KANSAS CITY RESIDENCE. MY ADDRESS IN KANSAS CITY HAS NOT CHANGED. IF YOU ARE CONCERNED ABOUT WHERE MY CHECK IS BEING SENT, I CAN DIRECT DEPOSIT IT AND YOU CAN KEEP YOUR INFO MAGAZINE AND PROBLEM IS SOLVED.

MY ADDRESS IN KANSAS CITY IS STILL 7900 NORTH ANITA APT 2 KANSAS CITY, MISSOURI 64151. I HAVE COMPLIED WITH THE TERMS AND PROVISIONS OF THE KANSAS CITY HUB AGREEMENT.

I DO NOT USE COMPANY LODGING FACILITIES AT KANSAS CITY OR JEFFERSON CITY. I PROVIDE MY OWN TRANSPORTATION TO AND FROM WORK AT BOTH TERMINALS. I HAVE RELOCATED TO KANSAS CITY. I AM NOT GOING TO SIGN AN AGREEMENT FOR REPAYMENT OF RELOCATION ALLOWANCE. IF YOU WOULD PREFER MY WORK RECORD SHOWS KANSAS CITY ADDRESS THAT IS NO PROBLEM.

I EXPECT MY PAYMENT OF REVERSE HELD AWAY BENEFITS TO CONTINUE. THERE ARE NUMEROUS EMPLOYEES WHO HAVE RELOCATED UNDER THE PROVISIONS OF KANSAS CITY HUB AGREEMENT, WHO ARE NOT BEING HARRASED OR INTIMATED. A CONTINUATION OF THIS WILL RESULT IN MY SEEKING THE SERVICES OF A GOOD WORKERS RIGHTS ATTORNEY.

SINCERELY,

Charles W Kerr

CARRIER'S EXHIBIT F
499-44 PAGE 8 OF 17

UNION PACIFIC RAILROAD COMPANY

1416 Dodge Street
Omaha, Nebraska 68179

June 13, 2000

110.61-20.326

Mr. C. W. Kerr
226 Cherokee Drive
Jefferson City, MO 65101

Dear Sir:

I am in receipt of your letter, postmarked June 6, 2000, regarding my letter to you requesting repayment of the relocation allowance you received under the provisions of the Kansas City Hub Implementation Agreement in the net amount of $13,134.80.

I cannot accept your "solution" of direct depositing your check and changing your address in the record if you have not relocated your residence to the Kansas City address. In line with arbitral precedent, renting an apartment and commuting to one's home in another location is not sufficient proof that a residence has been established in the new location. All evidence demonstrates that you intend to maintain 226 Cherokee Drive, Jefferson City, as your principal place of residence. Therefore, you cannot be said to have changed your place of residence pursuant to the terms and conditions of the Kansas City Hub Agreement. For your review, I have enclosed an arbitration award that clearly supports the Carrier's position in this matter.

I suggest that you give this matter further consideration. I will extend the time for receipt of the repayment agreement until June 26, 2000.

Sincerely,

Andrea Gansen
Director Labor Relations

Copy to: W. Scott Hinckley
C. R. Rightnowar

CARRIER'S EXHIBIT 15
PAGE 1 OF 1

499 44 8247

REC'D
JUN 2 [illegible]
Labor Relations

ANDREA GANSEN
DIRECTOR LABOR RELATIONS
UNION PACIFIC RR CO

I HAVE ESTABLISHED A RESIDENCE IN KANSAS CITY PURSUANT TO THE TERMS AND CONDITIONS OF OPTION 2 IN ARTICLE VIII OF THE LONGVIEW HUB MERGER IMPLEMENTING AGREEMENT.

YOU HAVE BEEN PROVIDED PROOF OF ACTUAL RELOCATION UNDER THE TERMS OF THIS AGREEMENT. I DO NOT COMMUTE FROM KANSAS CITY TO JEFFERSON CITY TO OBTAIN REST. YOU HAVE A 816 AREA CODE PHONE NUMBER IN KANSAS CITY FOR CMS TO REACH ME TO REPORT FOR DUTY. I HAVE CHANGED MY PLACE OF RESIDENCE PURSUANT TO THE TERMS AND CONDITIONS OF THE KANSAS CITY HUB AGREEMENT.

THERE ARE NUMEROUS EMPLOYEES WHO HAVE RECEIVED RELOCATION BENEFITS PROVIDED FOR UNDER THIS AGREEMENT. I HAVE TALKED TO A NUMBER OF THEM AND I AM THE ONE BEING DISCRIMINATED AGAINST. I CANNOT GET LINE UP FROM THE AVR SEQUENCE BECAUSE SOMEBODY IS CONSTANTLY CHANGING MY STATUS. I AM TIRED OF THIS. MY PAY HAS BEEN DISRUPTED BECAUSE SOMEONE MADE A CALL ON HOTLINE AND SPEWED FALSE INFORMATION. I DO NOT BELIEVE THIS IS WHAT THE SAFETY HOTLINE WAS SET UP FOR. I EXPECT MY PAYMENT OF REVERSE HELD AWAY BENEFITS TO CONTINUE.

SINCERLY

Charles W Kerr

CARRIER'S EXHIBIT G
PAGE 1 OF 1

UNION PACIFIC RAILROAD COMPANY

1416 Dodge Street
Omaha, Nebraska 68179

June 30, 2000

110.61-20.326

Mr. C. W. Kerr
226 Cherokee Drive
Jefferson City, MO 65101

Dear Sir:

I am in receipt of your letter, postmarked June 26, 2000, regarding the requested repayment of the relocation allowance you received under the provisions of the Kansas City Hub Implementation Agreement.

The relocation payment you received was audited. At that time, it was found that you had changed your address back to the Jefferson City address. I cannot agree that you are being "discriminated" against, as any audit that reveals an employee has not relocated their residence will be subject to relocation. I do not know about any phone call to the safety hotline about this matter.

While I notice that you have changed your address of record back to Kansas City, I must also note that you did so on June 10, 2000, after receiving my initial letter of June 2, 2000. However, your home terminal phone number has remained at Jefferson City and your AFHT phone number is at Kansas City. The information I have from your record and your correspondence indicates that you have not changed your place of residence pursuant to the terms and conditions of the Kansas City Hub Agreement. Therefore, you have been returned to home terminal of Jefferson City for this pool.

Sincerely,

Andrea Ganseh
Director Labor Relations

Copy to: W. Scott Hinckley
C. R. Rightnowar

CARRIER'S EXHIBIT 14
PAGE 1 OF 1

chas w Kerr

July 18, 2000

Dear Andrea

I did not expect you to agree that I am being discriminated against. I have fulfilled my obligations pertaining to the hub agreement those phone numbers you seem to be concerned about were put in the computer by cms caller Tom. I did not have any thing to do with that. My payment of reverse lodging was stopped this pay period.

There have been numerous employees that moved to Kansas City under the same agreement. Nobody else has had their pay disrupted. You should not be concerned if I get another opinion about this matter of Discrimination.

Sincerely,

Signature Chas W Kerr

CARRIER'S EXHIBIT F
PAGE 1 OF 1

Case No. 2

ARBITRATION COMMITTEE

In the Matter of the Arbitration Between	Pursuant to Article I, § 11 of the New York Dock Conditions
BROTHERHOOD OF LOCOMOTIVE ENGINEERS, GENERAL COMMITTEE OF ADJUSTMENT – CENTRAL REGION Organization.	**C.W. Kerr, Claimant** Dispute Concerning Relocation Rights, Relocation Allowances, Reverse Held-Away-From-Home Allowances, Reverse Lodging Allowances, Test Period Average Earnings Allowances, Reclamation Rights, and Monetary Claims Related to each of the Aforementioned
and	
UNION PACIFIC RAILROAD COMPANY. Carrier.	

SUBMISSION ON BEHALF OF THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS, GENERAL COMMITTEE OF ADJUSTMENT – CENTRAL REGION

INTRODUCTION

The Organization hereby stipulates that John B. LaRocco, Arbitrator chosen by the Parties, is to be the Sole Member of this Arbitration Committee, and no ex parte Executive Sessions are to be conducted. However, if the Carrier is unwilling to stipulate to John B. LaRocco being the Sole Member, then the undersigned, Charles R. Rightnowar, General Chairman, General Committee of Adjustment – Central Region, Brotherhood of Locomotive Engineers ("BLE"), will be the BLE Partisan Member of the Arbitration Committee

The Organization hereby requests that the Arbitrator retain jurisdiction in this matter for purposes of remedy, clarification and interpretation.

Due to the common points of fact and Agreement, and joint handling, the submission on behalf of Claimant M. O. Coats is incorporated herein as a part of this submission as it fully set forth.

APPENDIX C

QUESTIONS AT ISSUE

1. Whether the Carrier may unilaterally relocate the Claimant from Kansas City, Missouri, to Jefferson City, Missouri? If not, what is the remedy?

2. Whether the Carrier may stop payment of the Reverse Held-Away-From-Home Allowance at Jefferson City, Missouri? If not, what is the remedy?

3. Whether the Carrier may recollect Relocation Allowances paid to Claimant from Claimant's Test Period Average Earnings Allowances? If not, what is the remedy?

4. Whether the Carrier may cease Reverse Lodging Allowances and Benefits? If not, what is the remedy?

5. Without waiver of the Organization's position as to any of the above, should the Carrier prevail, *arguendo*, but incorrectly, what is the proper accounting of funds recollected? If funds have been recollected improperly, or to excess, what is the remedy?

STATEMENT OF FACTS

The U. S. Department of Transportation, Surface Transportation Board ("STB") approved the merger of the Union Pacific Corporation ("UPC"), Union Pacific Railroad Company/Missouri Pacific Railroad Company (collectively refereed to as "UP") and Southern Pacific Rail Corporation, Southern Pacific Transportation Company ("SPT"), St. Louis Southwestern Railway Company ("SSW"), SPCSL Corp., and the Denver & Rio Grande Western Railroad Company ("DRGW") (collectively referred to as "SP") in Finance Docket 32760.

The UP insisted that the Merger Implementation Agreements pursuant to the above Finance Docket, be negotiated on a "Hub" basis whereby the major terminals would be merged separately, with all of the inbound/outbound tracks to each terminal acting as "spokes" to the "Hub." See, Affidavit of Dennis E. Penning, former General Chairman, former BLE/UP Eastern Region, Exhibit B at ¶ 3. Each of these "Hubs" were negotiated separately in time, and implemented separately in time (Exhibit B at ¶ 4).

The Jefferson City, Missouri terminal, as well as the mainline trackage from Jefferson City, Missouri to Kansas City, Missouri, was originally a part of the UP Merged Roster No. 1, which had been created by the UP/MKT Merger Agreement dated December 9, 1998, pursuant to the Union Pacific Railroad Company/Missouri Pacific Railroad Company Merger with the Missouri-Kansas Railroad Company ("MKT") pursuant to Interstate Commerce Commission Finance Docket No. 30, 800. Merged Roster No. 1 originally included- - in addition to Jefferson City- - St. Louis, Missouri, Dupo, Illinois, and Poplar Bluff, Missouri, and all track in between (Exhibit B at ¶ 5).

During the negotiations related to Finance Docket No. 32760, the Carrier sought successfully to modify Merged Roster No. 1 (which became the St. Louis Hub) so as to "carve out" the terminal at Jefferson City, and the mainline trackage between Jefferson City and Kansas City, and insert them into the proposed Kansas City Hub. Both UP and SSW employees lived in the vicinity of the Jefferson City terminal, operating trains to Kansas City, and would be affected by the change (Exhibit B at ¶ 6).

As the St. Louis Hub Merger Implementing Agreement negotiations pre-dated the proposed Kansas City Hub Implementing Agreement negotiations, and since Jefferson City and the mainline trackage west to Kansas City, was to be "carved out," and moved to the proposed Kansas City Hub, an interim period letter of understanding was made as to Jefferson City and the mainline trackage west of Kansas City, known as Side Letter No. 16 of the St. Louis Hub Agreement:

Side Letter No. 16

April 15, 1998

MR. D.E. PENNING
GENERAL CHAIRMAN BLE

MR. D.E. THOMPSON
GENERAL CHAIRMAN BLE

12531 MISSOURI BOTTOM RD.
HAZELWOOD MO 63042

414 MISSOURI BLVD
SCOTT CITY MO 63780

MR. JOHN R. KOONCE
GENERAL CHAIRMAN BLE
5050 POPLAR AVE STE 501
MEMPHIS TN 38157

Gentlemen:

This has reference to the Merger Implementing Agreement for the St. Louis Hub entered into this date.

During our negotiations it was recognized that there are inherent difficulties in implementing a merged operation in the St. Louis Hub and "carving out" the operations and employees between Jefferson City and Kansas City to become part of the Kansas City Hub without a corresponding Merger Implementing Agreement for the Kansas City Hub. This is a problem inherent in implementing merged hubs on a phased basis, and in all hubs this cascading effect has required the parties to use their imagination to develop temporary solutions to cover the interim period between implementing agreements covering adjoining hubs. Such a need is recognized here with regard to the St. Louis Hub.

The Organization has requested that Carrier make certain written commitments regarding the merged operation in the Kansas City hub between Kansas City and Jefferson City which are necessary in order for it to agree to relinquish that territory from the seniority roster for the St. Louis Hub. Those commitments are as follows:

1. Those former UP and SSW engineers who resided at Jefferson City or vicinity on the date of the notice served for the Kansas City Hub will be allowed to continue to maintain their residences at that location so long as pool freight service between Kansas City and Jefferson City and extra board work at Jefferson City continues to exist and such employees possess sufficient seniority to hold such assignments.

2. The engineers described above may voluntarily relocate to Kansas City under the Merger Implementing Agreement for that hub; however, they will not be required to do so and will be allowed to continue to reside at Jefferson City on an attrition basis.

3. ***It is intended that the pool freight operations between Kansas City and Jefferson City will ultimately be home terminaled at Kansas City. The detaiis surrounding how that change will be accomplished will be negotiated in the Implementing Agreement for the Kansas City Hub.***

Yours truly,

M.A. Hartman
General Director Labor Relations

(copy attached hereto as Exhibit C, emphasis added; see, also, Exhibit B at ¶ 7).

The Kansas City Hub Merger Implementing Agreement was subsequently negotiated and signed on July 2, 1998, with the undersigned delegated to sign on behalf of former General Chairman, D.E. Penning (see Exhibit D at pp. 26, 41) (see also, Exhibit B at ¶ 8).

The Kansas City Hub Merger Implementing Agreement divided the pre-merger, separate seniority districts into four separate "Zones," with the employees of each separate Zone maintaining "prior rights" to the work of these Zones, but holding "common" seniority rights to the work of all Zones not filled by the Zone employees holding prior rights to the work (Exhibit B at pp. 16-21).

The former SSW and UP employees living in the Jefferson City vicinity were placed into Kansas City Hub in Zone No. 3 (Exhibit D at pp. 10-12, 16). These employees, including the Zone 3 employees already living in Kansas City, held "prior rights" to all Zone 3 work as opposed to the employees of the other three Kansas City Hub Zones (Zones 1, 2, 4) (see Exhibit D at pp. 16-19) (see also, Exhibit B at ¶ 9).

In addition to the Zone 3 prior rights, described above, held by all Zone 3 employees (regardless of location of residence within Zone 3) as opposed to the other

Zones in the Kansas City Hub, those Zone 3 employees (both SSW and UP) living at pre-merger residences in the vicinity of Jefferson City, Missouri, were given additional "prior rights" to all work originating in Jefferson City terminal, including the freight pools operating between Jefferson City and Kansas City:

Article I

C. Zone 3 – Seniority District

....

2. All former UP Kansas City to Jefferson City and former SSW Kansas City to Jefferson City pool operations shall be combined into one (1) pool ***with Kansas City as the home terminal. Jefferson City will serve as the away-from-home terminal.*** Engineers operating between Kansas City and Jefferson City may utilize any combination of UP or SSW trackage between such points.

a. The parties agreed in Article I.A.4.a. of the St. Louis Hub Merger Implementation Agreement the Kansas City to Jefferson City pool would be slotted on a work equity basis. Attachment "C" lists the slotting order for the pool. Former SSW and UP engineers residing at or in the vicinity of Jefferson City ***shall have prior rights to said pool turns.*** The engineers subject to this prior rights arrangement are identified on Attachment "D". If turns in excess of that number are established or any of such turns be unclaimed by a prior rights engineer, they shall be filled from the zone roster, and thereafter from the common roster. The parties further agreed in Side Letter No. 16 of the St. Louis Hub Agreement to allow former UP and SSW engineers residing in Jefferson City or the Kansas City Hub (notice dated January 30, 1998) to continue to maintain their residences at that location so long as pool freight service between Kansas City and Jefferson City and extra board work at Jefferson City continue to exist and such engineers possess sufficient seniority to hold such assignments. ***Such engineers will be allowed to continue to reside at Jefferson City on an attrition basis subject to the terms and***

conditions of this Merger Implementing Agreement (See Side Letter No. 7)

(See Exhibit D at pp. 10-11, emphasis added).

Attachment D, referenced in the above-quote, containing the names of those former SSW and UP engineers, living in the Jefferson City vicinity, that were granted the additional "prior rights" to work in the Jefferson City terminal and the freight pools between Jefferson City and Kansas City, is attached hereto as Exhibit D, pp. 87-89 (see also, Exhibit B at ¶ 10).

Side Letter No. 7, also referenced at the end of the above-quoted material, attached hereto as Exhibit D, pp. 39-41, is as follows:

Side Letter No. 7

July 2, 1998

MR D E PENNING
GENERAL CHAIRMAN BLE
12531 MISSOURI BOTTOM RD
HAZELWOOD MO 63042

MR D E THOMPSON
GENERAL CHAIRMAN BLE
414 MISSOURI BLVD.
SCOTT CITY MO 63780

MR JOHN B KOONCE
GENERAL CHAIRMAN BLE
5050 POPLAR AVE STE 501
MEMPHIS TN 38157

MR M A YOUNG
GENERAL CHAIRMAN BLE
1620 CENTRAL AVE RM 203
CHEYENNE WY 82001

Gentlemen:

This refers to the Merger Implementing Agreement for the Kansas City Hub entered into this date.

In Side Letter No. 16 of the St. Louis Hub Merger Implementing Agreement and referenced in Article I.B.3.a. of Kansas City Hub Merger Implementing Agreement, the parties agreed to allow former UP and SSW engineers residing at or in the vicinity of Jefferson City to continue to maintain their residences at that location subject to the language of Side Letter No. 16.

The Carrier intends to have Kansas City as the home terminal for all engineers performing service in the Kansas City to Jefferson City pool. The present UP and SSW engineers at Jefferson City covered by this Agreement will be eliminated by attrition. ***When a former UP or SSW engineer, residing at or in the vicinity of Jefferson City, vacates his pool assignment through*** *retirement, resignation,* ***voluntary seniority move/relocation, etc., and is not claimed/occupied by a prior rights Jefferson City engineer covered by this Side Letter, such position will no longer be maintained at Jefferson City but will be readvertised as having Kansas City as the designated home terminal.***

Initially, upon implementation of this Agreement, the home terminal for the Kansas City to Jefferson City pool will be Jefferson City. (Note: This does not modify or nullify the provisions of Side Letter No. 23 to the St. Louis Hub Merger Implementing Agreement). *Sufficient pool turns (along with extra board positions, as described below) shall be established to accommodate those engineers identified on the Attachment to this Agreement.* After date of implementation, pool turns which are advertised which exceed the number necessary to fulfill this arrangement may be filled by any other Kansas City Hub engineers. ***Engineers residing at or in the vicinity of Kansas City who perform service in this pool will be afforded reverse lodging and HAHT privileges at Jefferson City.***

An extra board will be maintained at Jefferson City to protect assignments working west in Kansas City Hub Zone 3. This extra board will be maintained at a level of no less than 30% (all fractions are rounded downward) of the number of engineers occupying pool turns and residing at Jefferson City, under this attrition arrangement. If there are unfilled positions on such extra board or unfilled positions on locals or other road assignments working out of Jefferson City west, the junior engineer in the Kansas City to Jefferson City pool, residing at or in the vicinity of Jefferson City, will be required to cover such position or assignment. Nothing in this Side Letter is intended to convey the Jefferson City-West Extra board the exclusive right to protect all assignments in Zone 3.

When 51% or more of the turns in the Kansas City to Jefferson City pool are occupied by engineers who reside at or in the vicinity of Kansas City, the home terminal for the pool will become Kansas City. Once this change is effected, it shall remain at Kansas City. Engineers who continue to reside at or in the vicinity of Jefferson City will be afforded reverse lodging and HAHT privileges at Kansas City and lay off privileges at Jefferson City.

If the foregoing adequately and accurately sets forth our agreement in this matter, please so indicate by signing in the space provided for that purpose below.

Yours truly,

M. A. Hartman
General Director-Labor Relations

AGREED:

C. R. Rightnower for
D.E. Penning
General Chairman, BLE

D.E. Thompson
General Chairman, BLE

J. R. Koonce
General Chairman, BLE

M.A. Young
General Chairman, BLE

cc: D.M. Hahs
Vice President, BLE

J.L. McCoy
Vice President, BLE

(emphasis added)

Relocation benefits are *generally* governed under Article VII:

ARTICLE VII – PROTECTIVE BENEFITS AND OBLIGATIONS

A. All engineers who are listed on the prior rights Kansas City Hub merged rosters shall be considered adversely affected by this transaction and consolidation and will be subject to the New York Dock protective conditions which were imposed by the STB. It is understood there shall not be any duplication or compounding of benefits under this Agreement and/or any other agreement or protective arrangement.

1. Carrier will calculate and furnish TPA's for such engineers to the Organization as soon as possible after

implementation of the terms of this Agreement. The time frame used for calculating the TPA's in accordance with New York Dock will be August 1, 1996 through and including July 31, 1997.

2. In consideration of blanket certification of all engineers covered by this Agreement for wage protection, the provisions of New York Dock protective conditions relating to "average monthly time paid for" are waived under this Implementing Agreement.

3. Test period averages for designated union officers will be adjusted to reflect lost earnings while conducting business with the Carrier.

4. National Termination of Seniority provisions shall not be applicable to engineers hired prior to the effective date of this Agreement.

B. 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 to relocate may elect one of the following options:

1. Non-homeowners may elect to receive an "in lieu of" allowance in the amount of $10,000 upon providing proof of actual relocation.

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

3. ***Homeowners in Item 2 above who provide proof of a bona fide sale of their home at fair value at the location from which relocated shall be eligible to receive an additional allowance of $10,000.***

   a) *This option shall expire within (5) years from date of application for the allowance under Item 2 above.*

   b) *Proof of sale must be in the form of sale documents, deeds, and filings of these documents with the appropriate agency.*

NOTE: All requests for relocation allowances must be submitted on the appropriate form.

4. With the exception of Item 3 above, no claim for an "in lieu of" relocation allowance will be accepted after two (2) years from date of implementation of this Agreement.

5. Under no circumstances shall an engineer be permitted to receive more than one (1) "in lieu of" relocation allowance under this Implementing Agreement.

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.

(Copy attached hereto as Exhibit D at pp. 23-24, emphasis added).

The "in lieu of" provisions were specifically designed to benefit both parties, as explained by a specific question and answer section in the Agreement:

Q.4. Why are there different dollar amounts for non-home owners and homeowners?

A.4. New York Dock has two provisions covering relocating. One is Article 1 Section 9 Moving expenses and the other is Section 12 Losses from home removal. The $10,000 is in lieu of New York Dock moving expenses and the additional $10,000 or $20,000 is in lieu of loss on sale of home.

Q.5. Why is there a set amount offered on loss on sale of home?

A.5. It is an in lieu of amount. Engineers have an option of electing the in lieu of amount or claiming New York Dock benefits. Some people may not experience a loss on sale of home or may not want to go through the procedures to claim the loss under New York Dock.

(Copy attached hereto as Exhibit D, at pp. 82-83).

Since the Carrier had negotiated the right to move the "home" terminal from Jefferson City, Missouri, to Kansas City, Missouri, except those Jefferson City Engineers that exercised their right to remain "home-terminal" at Jefferson City, pursuant to Side

Letter No. 7. *supra*, any Jefferson City Engineer that *voluntarily* relocated to Kansas City from Jefferson City, was eligible for relocation benefits, pursuant to the specific language contained in the question and answer section:

> Q.11. ***Must SPCSL engineers and SSW Jefferson City engineers be forced to an assignment to be eligible for relocations benefits?***
>
> A.11. ***No, since they must relocate (except those Jefferson City engineers electing the benefits of Side Letter No. 7) to Kansas City, they make application for other assignments.***
>
> Q.12. Are there any seniority moves that are eligible for an allowance?
>
> A.12. ***Yes. A seniority move that permits another employee who would have otherwise been forced to move to remain at the same location will be eligible for an allowance.*** The move may not **trigger other relocation allowances.**
>
> (Copy attached hereto as Exhibit D, at p. 83, emphasis added).

In addition to the above, Side Letter No. 14, provided:

> This refers to the Merger Implementing Agreement for the Kansas City Hub entered into this date.
>
> In discussing the relocation benefits in Article VII of the Agreement, we discussed the situation where an employee may desire to sell his home prior to the actual implementation of the merger. Carrier committed to you that such employee would be entitled to treatment as a "homeowner" for relocation benefits purposes provided:
>
> 1. Upon actual implementation of the Merger Implementing Agreement the engineer meets the requisite test of having been "required to relocate".
>
> 2. The sale of the residence occurred at the same location where claimant was working immediately prior to implementation, and
>
> 3. The sale of the residence occurred after the date of this Agreement.
>
> (Exhibit D at p. 51).

Subsequent to the implementation of the Kansas City Hub Implementing Agreement, three former SSW engineers and two UP engineers, all living at pre-merger residences in the vicinity of Jefferson City, voluntarily accepted a relocation allowance and relocated to Kansas City. The former SSW engineers are M.O. Coats (SSN. 490-56-9764) (Exhibit E), L. D. Molloy (SSN. 487-60-0637) (Exhibit F), and D. R. Snyder (SSN. 428-88-2388) (Exhibit G). The two UP engineers are C. W. Kerr (SSN. 499-44-8247) (Exhibit H), and A.L. Chachere (SSN. 513-78-2832) (Exhibit I).

The above-named employees were removed from Attachment D of the Kansas City Hub Agreement, which led to an intra-Organization dispute, resolved through Arbitration. During preparation for *that* Arbitration, as to the removal of these employees' names from Attachment D, the Carrier, through Andrea Gansen, stated its position by letter dated July 25, 2000:

> The Carrier has been requested by several General Chairman to put forth its position in this arbitration. *It is the Carrier's position that any prior rights Jefferson City engineer who accepts relocation from Jefferson City to Kansas City will be removed from Attachment D of the Kansas City Hub Agreement. The acceptance of relocation monies is a voluntary vacation of the pool assignment*, which, if not claimed by a prior rights Jefferson City engineer will be readvertised with a Kansas City home terminal.
>
> (See Exhibit J, emphasis added).

The Arbitrator in the instant case, Arbitrator John B. LaRocco, decided that prior intra-Organization dispute, pursuant to his Award dated September 15, 2000, attached hereto for ready reference as Exhibit A.

Subsequent to this Arbitration Award, the Carrier unilaterally relocated Claimant Engineer C.W. Kerr from Kansas City, Missouri, back to Jefferson City, Missouri, contending that it had a unilateral right to relocate Engineer Kerr, and that it could begin

reclaiming all monies involuntarily paid to C.W. Kerr for relocation allowances from his Test-Period Average Earning Allowances ("TPA"), and refuse further payment of *reverse* Held-Away-From-Home Allowances at Jefferson City, Missouri.

In reviewing the chronological sequence of documents specific to the claims herein, Claimant C. W. Kerr filed a "HUB RELOCATION BENEFITS APPLICATION" for the Kansas City Hub, moving from an old work location of Jefferson City, to a new work location of Kansas City, specifically choosing Option 2:

> 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.

(Copy attached hereto as Exhibit K, emphasis added)

There is nothing in Article VII B. that requires that the employee actually sell his house, or purchase a house, nor is there any requirement as to same within the Question and Answer section of the Agreement (see, Exhibit D at pp. 23-24, 51, 82-83).

It is undisputed that Claimant Kerr is the owner of a home located at 226 Cherokee Drive, Jefferson City, Missouri 65101. However, Claimant Kerr relocated to an apartment in Metropolitan Kansas City, with the address of Apartment # 2, 7900 N. Anita, Kansas City, MO 64151, with a "move-in" date of January 15, 2000, with the date of the lease execution of January 3, 2000: Claimant Kerr updated the Carrier's Crew Management System ("CMS") with this new address, which was accepted, and payment made in the gross amount of $20,000, with a net of $13,134.80 by Carrier check (Exhibit L at pp. 1-5).

The Claimant obtained a new telephone number located a Kansas City, Missouri, 816-587-9550, and paid utility bills at that location (Copy attached hereto as Exhibit M).

By letter dated June 13, 2000, Andrea Gansen, Director of Labor Relations, advised Claimant Kerr:

> I am in receipt of your letter, postmarked June 6, 2000, regarding my letter to you requesting repayment of the relocation allowance you received under the provisions of the Kansas City Hub Implementation Agreement in the net amount of $13,134.80.
>
> I cannot accept your "solution" of direct depositing your check and changing your address in the record if you have not relocated your residence to the Kansas City address. In line with arbitral precedent, renting an apartment and commuting to one's home in another location is not sufficient proof that a residence has been established in the new location. All evidence demonstrates that you intend to maintain 226 Cherokee Drive, Jefferson City, as your principal place of residence. Therefore, you cannot be said to have changed your place of residence pursuant to the terms and conditions of the Kansas City Hub Agreement. For you review, I have enclosed an arbitration award that clearly supports the Carrier's position in this matter.
>
> I suggest that you give this matter further consideration. I will extend that time for receipt of the repayment agreement until June 26, 2000.
>
> (Copy attached hereto as Exhibit N)

The Claimant responded, in part, by letter postmarked June 26, 2000, stating:

> I have established a residence in Kansas City pursuant to the terms and conditions of Option 2 in Article VIII of the Longview Hub Merger Implementing Agreement.
>
> You have been provided proof of actual relocation under the terms of this Agreement. I do not commute from Kansas City to Jefferson City to obtain rest. You have a 816 area code phone number in Kansas City for CMS to reach me to report for duty. I have changed my place of residence pursuant to the terms and conditions of the Kansas City Hub Agreement.
>
> (Copy attached hereto as Exhibit O)

By letter dated June 30, 2000, Andrea Gansen advised the Claimant:

> I am in receipt of your letter, postmarked June 26, 2000, regarding the requested repayment of the relocation allowance you received under the provisions of the Kansas City Hub Implementation Agreement.
>
> The relocation payment you received was audited. At that time, it was found that you had changed your address back to the Jefferson City address. I cannot agree that you are being "discriminated" against, as any audit that reveals an employee has not relocated their residence will be subject to relocation. I do not know about any phone call to the safety hotline about this matter.
>
> While I notice that you have changed your address of record back to Kansas City, I must note that you did so on June 10, 2000, after receiving my initial letter of June 2, 2000. However, your home terminal phone number has remained at Jefferson City and your AFHT phone number is at Kansas City. The information I have from your record and your correspondence indicates that you have not changed your place of residence pursuant to the terms and conditions of the Kansas City Hub Agreement. ***Therefore, you have been returned to home terminal od Jefferson City for this pool.***
>
> (Copy attached hereto as Exhibit P, emphasis added)

The Claimant advised the undersigned, by letter dated August 10, 2000, in pertinent part:

> ...I did not ask to be moved back. Labor relations did this on their own. I would like to have my turn back as a Kansas City turn like it was for 6 months prior to June 21st. I would like to have my reverse lodging benefits restored. I also think they should pay the reverse lodging benefits from June 21st, until my turn gets straightened out. I still have my lodging in Kansas City and still have 816 phone no. where CMS calls me for duty. I applied for relocation allowance under option #2 of the hub agreement. Labor relations has a copy of my lease agreement in Kansas City. I have provided them all the documents they asked for. I am asking for your help in this matter and appreciate all the help I can get.
>
> (Copy attached hereto as Exhibit Q)

Since Claimant Kerr's situation was almost identical to Claimant M. O. Coats, and developed very closely in time, the undersigned and Andrea Gansen discussed the

cases jointly by telephone, agreeing that these cases were within the jurisdiction of a New York Dock Arbitration Committee: as such, the Andrea Gansen letters related to the claim of M. O. Coats, dated June 26, 2000, and August 3, 2000, are wholly applicable to the instant claim, and are incorporated herein as Exhibits R and S.

The undersigned advised Andrea Gansen that there were other employees who had accepted relocation allowances on this territory, and other territories, that have not, in fact, bought a home at the new work location. One of the employees that had accepted a relocation allowance on the Claimant's territory, changing his work location from Jefferson City, Missouri to Kansas City, Missouri, was D.R. Snyder (Exhibit G). D.R. Snyder moved to an apartment in Independence, Missouri, shown in the CMS records as Apartment 4B, 9530 E. Winner Rd., Independence, Missouri 64053 – 1651 (Copy attached hereto as Exhibit T, at p. 5). Since this time, D.R. Snyder has moved to a new apartment, shown in the CMS records as Apartment 11, 17007 E. 24 Highway, Independence, Missouri 64056 (Copy attached hereto as Exhibit U, at p. 1). D.R. Snyder has never been required to pay his relocation allowance.

By letter dated May 31, 2000, Engineer T.E. Bryan was sent a letter from Andrea Gansen, advising that his relocation from Bloomington, Illinois, to Fort Meyers Beach, Florida, required repayment of his relocation allowance in the amount of $21,600.00, with a similar "agreement" for repayment attached (Copy attached hereto as Exhibit V, at p. 1-2). Engineer Bryan advised that his wife lived in the Florida residence, and that he lived at a residence in Tremont, Illinois, so as to qualify for the relocation allowance (Copy attached hereto as Exhibit V, at p. 3). Andrea Gansen advised Engineer Bryan, by letter dated June 20, 2000:

I am in receipt of your letter postmarked June 12, 2000, referencing my May 31 letter to you regarding the relocation payment made to you under the provisions of the St. Louis Hub Implementation Agreement.

Thank you for your timely response. You have demonstrated that your new residence is in Tremont, Illinois and not Florida. After reviewing the unique circumstances of your situation, the Carrier will not pursue the recollection of the relocation money.

(Copy attached hereto as Exhibit V, at p. 4).

The undersigned also advised Andrea Gansen that B. W. Kopaskey, had accepted relocation allowance to move from Bloomington, Illinois, closer to the new work location, Villa Grove, Illinois, but refused to sell his house at Bloomington; Ms. Gansen had already sent the following letter, dated May 31, 2000:

A review of the relocation payment made to you under the provisions of the St. Louis Hub Implementation Agreement revealed that you requested a relocation lump sum of $20,000. Payment in the net amount of $13,800.00 was made to you in April 1999.

However, the Carrier has been advised to you have failed to abide by the terms of the relocation agreement, in that you have not remained at your new work location (Villa Grove) for the two years as you agreed in the application for relocation allowance. Furthermore, Carrier records indicate that you did not relocate closer to your new work location (Villa Grove). Instead, your address of record remains Bloomington. As you have failed to comply with the conditions under which you were granted the relocation allowance, I have enclosed a repayment agreement for you to repay the net amount of $13,800.00. To reimburse the Carrier for your improper request and receipt of this relocation lump sum, you must complete, sign and return the enclosed agreement for repayment to the Carrier within (10) days of receipt.

(Copy attached hereto as Exhibit W)

Regardless of the above-quoted letter, B. W. Kopaskey was not required to sell his house in Bloomington, nor was he subjected to any further recollection efforts.

Conductor J. P. Sevart, working on the same territory as the Claimant,

was initially denied the relocation allowance from Jefferson City to Kansas City, wherein the Carrier stated, in part:

> Your work records indicate you are permanently assigned to the RE125 pool at Jefferson City. Notwithstanding the fact you were not required to relocate to Kansas City, the documents you provided indicate you are leasing from relatives in Raytown, MO for a period of three months ending February 28, 2001. In addition the "Deed of Trust" you provided for a lot in Jefferson City is not signed and is not sufficient evidence of home ownership.

(Copy attached hereto as Exhibit X, at p. 2).

In spite of the above, the Carrier paid J. P. Sevart, confirmed by computer check data, and Carrier correspondence, dated November 16, 2001 (Copy attached hereto as Exhibit X, at pp. 3-4).

Prior to the scheduled conference as to this dispute, in August 2000, Andrea Gansen left the employment of the Carrier. She was replaced by Ms. C.J. Sosso, in September, 2000, who had to move from Spring, Texas to Omaha, Nebraska. Ms. Sosso took the position that the instant case should be handled in a "piecemeal" fashion, where some of the issues would be Railway Labor Act, Section 3 issues, and others would be New York Dock forum issues. The undersigned disagreed during several discussions as to this matter, holding that the entire case was within the jurisdiction of a New York Dock Arbitrator, and that to handle the matter as a split cause of action could create opposite decisions within the same set of facts, causing confusion, and wasting arbitral resources and efficiencies. Ms. Sosso insisted as to her position, and the undersigned, without waiver of his position, agreed to by Andrea Gansen, that the entire dispute was within New York Dock jurisdiction, filed parallel claims with the time-keeping department, declined by letter dated October 11, 2000 (Copy attached hereto as Exhibit Y), wherein Tony Zabawa, General Director Timekeeping, stated:

All claims for relocation allowances are handled directly through the office of Labor Relations and those claims addressed in your letter are declined. Any future questions concerning this subject should be addressed directly to Catherine Sosso, Director of Labor Relations.

Ms. Sosso advised that her files were incomplete, requesting the undersigned to re-copy portions of the file, and forward same onto her, which was done. In addition, the undersigned requested an accounting of all monies recollected. Several conferences were held with Ms. Sosso. The undersigned memorialized some of the above in his letter dated January 12, 2002. (Copy attached hereto without attachments as Exhibit Z). Ms. Sosso responded by letter dating March 5, 2002, also providing a partial, alleged accounting of the recollection as of that date (Copy attached hereto as Exhibit AA).

Ms. Sosso was transferred to a different position within the Carrier, and her duties fell to R.D. Rock, Director of Labor Relations; as such, the undersigned, by letter dated April 2, 2002, corrected Ms. Sosso's statements in her March 5, 2002 letter as to the October 10, 2001 conference, where all claims and supporting documents were made available by the Organization, briefly reiterating the Organization's position as to each case, requesting New York Dock Arbitration (Copy attached hereto as Exhibit BB).

R.D. Rock responded by letter dated April 9, 2002, supplemented by his letter dated April 12, 2002, advising that the instant claims were governed by Section 3 of the Railway Labor Act, rather than New York Dock jurisdiction, taking a completely opposite position from Andrea Gansen's position, already agreed to by the undersigned (Copy attached hereto as Exhibit CC, at p. 1-2). The undersigned requested a New York Dock Arbitrator assignment from the National Mediation Board. The Carrier agreed to Arbitrator John B. LaRocco, without waiver of its position (Copy attached hereto as Exhibit DD).

The Carrier has improperly deducted from the TPA earnings of Claimant Kerr, has failed to pay him reverse held-away-from-home allowance payments (Copy attached hereto as Exhibit EE), his reverse lodging, has improperly recollected relocation allowances, and restricted his seniority right to relocate.

POSITION OF EMPLOYEES

The undersigned concurred and stipulated with Andrea Gansen that the instant dispute was within the jurisdiction of a New York Dock Arbitration Committee: Ms. Gansen specifically made this position clear in her letters of June 26, 2000 and August 3, 2000, to the Claimant M. O. Coats in Case No. 1:

> As delineated above, I must find that you violated the terms of your relocation agreement and the hub agreement. ***As a result, your job will remain headquartered at Jefferson City. Furthermore, you should note that this situation has its genesis in the New York Dock Conditions and the hub agreement. Therefore, should you wish to pursue this matter, the proper forum for resolution of this issue is New York Dock arbitration.***
>
> (Copy attached hereto as Exhibit R, emphasis added).
>
> ....
>
> ***This matter is <u>clearly</u> governed by the dispute resolution mechanisms of the New York Dock Conditions. The entirety of your relocation and allowance has its genesis in the Hub Agreement created due to the Surface Transportation Board's decision in Finance Docket 32760, which applied New York Dock Conditions to the Union Pacific/Southern Pacific merger. I do not know what case you refer to at the First Division with reference to the North Little Rock/Pine Bluff Hub. If it deals with the time a train comes to rest, it sounds like a dispute over collective bargaining agreement language, clearly governed by the RLA dispute resolution process. Should you need further clarification, please review NRAB Second Division Award 13265. Additionally, I do not know of any New York Dock relocation dispute that has been adjudicated by the First Division. The Carrier reaffirms its positions that this matter must be progressed in accordance with the provisions of the New York Dock Conditions. I am agreeable to conference this claim with you, please contact me by phone (402/271-6607) to set up a mutually agreeable time and date.***
>
> (Copy attached hereto as Exhibit S, emphasis added).

Where the undersigned agrees with the initial Carrier representative as to the proper jurisdiction of instant claims, the Carrier cannot come in later and create a procedural "shell game," splitting the causes of action so as to create a piece meal, possibly conflicting, resolution. Although the undersigned has no knowledge of any New York Dock decisions on point, the First Division prohibits piece meal handling of claims:

> The question is whether the same controversy may be brought to this Division piecemeal, a practice which would seem not to be contemplated by the provision of Section 3 (m) of the Railway Labor Act, and which is neither fair to the parties nor proper practice if the Division is to function efficiently.
>
> Heretofore this Division has not adopted a definite rule as to the divisibility or indivisibility of a controversy by the initial submission of a protest and by a later claim for monetary compensation for the persons directly involved in the protest. For instance, in Award No. 1956, Docket No. 1209, this Division, without a referee, denied a money claim because "The controversy that formed a basis of this claim was disposed of by this Division's Award No. 52"; while in Award No. 5837, with a referee, expressly invited subsequent money claims by sustaining the protest "without prejudice to subsequent handling of claims for compensation subject to proper deductions of earnings received from the carrier."
>
> This Division hereby definitely adopts the rule that controversies are not divisible and may not be brought to it separately as protest and as claim for compensation.

Award No. 6334, NRAB (1st Div. Johnson) (Copy attached hereto as Exhibit FF).

Arbitral efficiency and fair resolution of this dispute requires that it be handled by one forum for complete, non-conflicting resolution, as originally stipulated by Andrea Gansen.

Moreover, where former BLE General Chairman D. E. Thompson filed for an "in lieu of" relocation allowance as an individual, NRAB Case No. 00-1-2209, W. S. Hinckley, on behalf of the Carrier, filed a submission, contending, in part, that NRAB jurisdiction was improper, that jurisdiction to resolve the issue was exclusive before a New York Dock Arbitration Committee (Copy attached hereto as Exhibit GG, at p. 5).

The "In lieu of" provisions as to relocation allowances are a recent trend in New York Dock merger agreements wherein the parties reduce paperwork, inefficiencies, time-loss, and monetary loss by having set standards and monetary amounts for relocations. The only authority on point was decided by a New York Dock Arbitrator, Eckehard Muessig, wherein, in reviewing the agreement there, found:

> The issue in this case is whether the eight (8) Claimants "actually" moved their "primary residence" within the meaning of Section II of the Implementing Agreement.
>
> The Carrier, in its brief, and in much of its correspondence, has inserted the word "permanent" before the word "primary." This linkage, which goes to "domicile," is not supported by the record. As properly noted by the Organization, Section II(e)(3) Note and (4) Note do not refer to the term "permanent". These sections only refer to "primary residence." According to the ordinary dictionary meaning, the word "primary" means occurring first in time or sequence, first in order, or chief. In turn, this means that the Claimants do not have to sell their home, and that they can have two "residences" and still be eligible for the Lump Sum payments at issue here.
>
> Obviously, reasonable people may disagree on how the word "primary" should be understood in the context of this particular Agreement and the facts and circumstances of the eight cases now before the Board.
>
> ...
>
> Nonetheless, it is also instructive, indeed necessary, to examine why the parties agreed to the Agreement of March 20, 1998. Clearly, as is the norm when New York Dock labor protective conditions have been imposed, the parties agree to a procedure on how to handle the sale of homes (if applicable), moving expenses, the transfer of actual work, positions and employees who wish to follow the work. These kinds of negotiations result in Implementing Agreements. Obviously, a major element of these Implementing Agreements focuses on personal matters associated with movement of employees to a new geographic work location. In this dispute, Section II of the Implementing Agreement was developed to deal with those personal issues.
>
> The Carrier and Organization, when each signed the Agreement, agreed that Lump Sum payments could be taken in lieu of reimbursement for individual expenses, such as selling of home, movement of household goods, etc. associated

with a change of residence. The purpose of the Lump Sum option was to simplify the administrative steps and paperwork needed when New York Dock benefits had been applied. However, if an employee elects to take the Lump Sum payment, this does not mean that the Carrier may not require satisfactory evidence, as applicable, to show that the actual primary residence has been changed.

What has unnecessarily complicated the eight cases before the Board is that the Carrier did not have specific guidelines as to what kind of evidence the employees needed to show a change of their primary residence.

....

Accordingly, the facts and circumstances of each of the eight Claimants must be examined in the context of the elements noted above. When the parties signed off on the Agreement which stated that, "It is understood [the employee] must actually move his primary residence to be eligible for [benefits]," there is strong, perhaps even compelling, evidence that the parties meant that the substantive elements that make up a primary residence would be present in the new residential location.

The state language does not require a sale of a home or the purchase of another home at the new location. If this were so, the parties would have stated it in the Agreement.

....

As to the question of consistency, a major criticism of the approach taken here might lie along the line that some employees, even though they may have moved their families and chattel to the new location, nevertheless did not sell their old houses at the prior location and may even intend to retire there at some unspecified future time. However, nothing in the Agreement precludes this arrangement, as we noted earlier, provided that the employee actually moved his "primary residence" as evidenced by the establishment of "intimate local ties" at the new location. As we noted at the outset of this discussion: "Home is where the heart is." And, on a day-to-day basis, an employee's "primary-residence" is that place where his or her life is focused, rather than some temporary, makeshift place of mere convenience, devoid of "intimate local ties."

(Copy attached hereto as Exhibit HH).

The Carrier has shifted its criteria as to the requirements for relocation allowances wherein it has permitted other employees, such as Engineer D. R. Snyder and Conductor J. P. Severt, to obtain relocation allowances where those employees have relocated to an

apartment, rather than purchase a new home (see, Exhibit T at p. 5; Exhibit U at p. 1). Moreover, the fact that the Claimant maintains a house in Jefferson City, Missouri, rather than Kansas City, Missouri, has no bearing where Engineer T. E. Bryan's wife lives in Fort Meyers Beach, Florida, and Engineer Bryan was granted a relocation allowance for a location in Tremont, Illinois (see, Exhibit V, at pp. 1-4). Moreover, under an identical Agreement provision, wherein B. W. Kopaskey was neither required to sell his house in Bloomington, Illinois, nor repay the relocation allowance already granted (Exhibit W), indicates that Claimant is correct in his position that he has no obligation to sell his house in Jefferson City, Missouri, to qualify for the "in lieu of" relocation allowance. Further, the Carrier paid J. P. Sevart, regardless of the fact that he was renting from relatives in the Kansas City suburb of Raymore, Missouri (Exhibit X, at pp. 1-4).

Conduct under the same Agreement, or an identical Agreement provision in a separate Hub, waives the Carrier's position in the instant case, requiring a result in keeping with the "Interpretation" made by Arbitrator Muessig:

> The Chairman found himself in agreement with the Organization when it objected to the "shifting criteria" used to decide the claims as they were being processed by the Carrier. The problem which arose were primarily created by the Carrier which did not set at the outset clear and unambiguous standards by which it would make its decisions. Had the Carrier established clear standards in the beginning, based on the kinds of examples set forth in the Award, and had the Carrier applied these standards in a consistent manner, the issues would have been settled early on.
>
> In summary, I found the evidence submitted by the Organization for six (6) of the Claimants to be credible and consistent with the examples in the Award.
>
> (Copy attached hereto as Exhibit HH at p. 23)

Not only did the Claimant relocate to an apartment in Kansas City, Missouri, expending funds for a lease, utilities, the movement of furniture and household goods, but

he gave up a valuable Agreement right to the protection provided by Attachment D. and Side Letter No. 7. that protects employees at Jefferson City with prior rights to the work between Jefferson City and Kansas City, beyond the rights of other Zone 3 employees, as enforced and protected by Arbitrator John B. LaRocco in the Award attached hereto as Exhibit A. It cannot be that the Claimant should give up such a valuable right and not be considered to have relocated.

Finally, there is a question as to the Carrier's right to recollect monies without a repayment agreement: if the Carrier had a unilateral right to recollect funds, there would be no purpose in the "Agreement for Repayment": by having asked for a contract, the Carrier admitted it had no pre-existing, unilateral, self-help, managerial right. Moreover, without waiver of the foregoing, *arguendo*, but incorrectly, if the payment was disputed, the Carrier was constrained by the 60 day time limit within the System Agreement – Claim Handling Process, Section 2 (Copy attached hereto as Exhibit II). Failure to comply with the Agreement, the Carrier loses any authority to refuse payment. Award No. 15678, NRAB (1st Div. O'Malley) (Copy attached hereto as Exhibit JJ).

The Organization, without waiver of the above positions, also submits that should the Carrier prevail, that the Carrier has recollected funds far in excess of the amount originally asserted by Andrea Gansen. As such an accounting must be made, jurisdiction retained, and remedy ordered, regardless of the decision on the merits.

Further, the Organization requests interest to be paid on any monies owed to Claimant.

Respectfully submitted.



Charles R. Rightnowar
General Chairman
Brotherhood of Locomotive Engineers
320 Brookes Dr. Ste. 115
Hazelwood, MO 63042

ORGANIZATION EXHIBIT

A

ARBITRATION COMMITTEE

In the Matter of the Arbitration between:	Pursuant to Article 1, § 11 of the New York Dock Conditions
BROTHERHOOD OF LOCOMOTIVE ENGINEERS, Organization, and UNION PACIFIC RAILROAD COMPANY, Carrier.	I.C.C. Finance Docket No. 32760
	OPINION AND AWARD

Hearing Date: August 17, 2000
Hearing Location: Roseville, California
Date of Award: September 15, 2000

MEMBERS OF THE COMMITTEE

Neutral and Sole Member: John B. LaRocco

APPEARANCES

For the Carrier

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[Kansas City Hub:NYD]

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OPINION OF THE COMMITTEE

I. INTRODUCTION

The United States Surface Transportation Board (STB) approved the application of the Union Pacific Railroad Company (Former UP) to control and merge with the Southern Pacific Transportation Company (SPT) and its subsidiaries. [Finance Docket No. 32760.] One of the SPT's subsidiaries was the St. Louis Southwestern Railway (SSW). As a condition of the merger, the STB imposed on the merged Carrier (UP) the employee protective conditions set forth in *New York Dock Railway-Control-Brooklyn Eastern District Terminal*, 360 I.C.C. 60, 84-90 (1979); affirmed, *New York Dock Railway v. United States*, 609 F.2d 83 (2nd Cir. 1979) ("New York Dock Conditions") pursuant to the relevant enabling statute.

Subsequent to the merger, the Brotherhood of Locomotive Engineers (BLE) and the Carrier herein negotiated a number of merger implementing agreements. This dispute concerns the proper interpretation and application of two of these merger implementing agreements: the St. Louis Hub Merger Implementing Agreement and the Kansas City Hub Merger Implementing Agreement. Therefore, this case properly falls within the ambit of Article 1, § 11 of the New York Dock Conditions.

At the August 17, 2000 hearing, the Organization and Carrier waived the Tripartite Arbitration Committee set forth in Article 1, § 11 of the New York Dock Conditions. They agreed that the undersigned would act as the sole and neutral member of the Arbitration Committee.

In addition, the parties stipulated to the following Question at Issue:

> If an employee named in Attachment D of the Kansas City Hub Agreement voluntarily relocates from Jefferson City to Kansas City,

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does he maintain prior rights to positions on the Jefferson City to Kansas City pool pursuant to Side Letter #7?

The parties, including four Committees of the Organization, filed submissions and/or letters with the Arbitration Committee on or before the August 17, 2000 hearing. At the hearing, the Committee heard extensive argument and the matter was deemed submitted.

II. BACKGROUND AND SUMMARY OF THE FACTS

Prior to the merger, Jefferson City, Missouri, was the home terminal for former UP engineers working in pool freight service to Kansas City, Missouri. Jefferson City was also the home terminal for SSW engineers working in through freight service from Jefferson City to both Kansas City and St. Louis, Missouri.[1] Many of the former UP and SSW engineers resided in the Jefferson City vicinity. The former UP engineers held seniority on UP Merged Seniority Roster Number One while the SSW engineers apparently held both point and system seniority.

To efficiently integrate the SPT with the former UP, the Carrier planned to operate a hub and spoke through freight system. With regard to the territory pertinent to this case, the Carrier contemplated that St. Louis and Kansas City would become hubs. Jefferson City would become a point on spokes emanating from both hubs, which would eliminate Jefferson City as a home terminal. Consistent with these plans, St. Louis became the home terminal for engineers in pool freight service between St. Louis and Jefferson City. However, as will be explained more fully in the ensuing paragraphs, Jefferson City remained a home terminal for many engineers even after the consummation of the two hub merger implementing agreements.

[1] St. Louis was the home terminal of former UP engineers performing through freight service between St. Louis and Jefferson City.

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In sum, the Organization and the Carrier agreed that those engineers residing in Jefferson City, on the date of the Carrier's notice (January 30, 1998) to designate Kansas City as a hub, could indefinitely continue to reside in Jefferson City.[2] Those engineers granted the right to indefinitely maintain their residences in Jefferson City are identified in Attachment D to the July 2, 1998 Kansas City Hub Merger Implementing Agreement.

Before the parties negotiated the Kansas City Hub Merger Implementing Agreement, the Carrier memorialized certain commitments to the former UP and SSW engineers residing in Jefferson City. Side Letter No. 16 of the St. Louis Hub Merger Implementing Agreement, which is dated April 15, 1998, reads:

> This has reference to the Merger Implementing Agreement for the St. Louis Hub entered into this date.
>
> During our negotiations it was recognized that there are inherent difficulties in implementing a merged operation in the St. louis Hub and "carving out" the operations and employees between Jefferson City and Kansas City to become part of the Kansas City Hub without a corresponding Merger Implementing Agreement for the Kansas City Hub. This is a problem inherent in implementing merged hubs on a phased basis, and in all hubs this cascading effect has required the parties to use their imagination to develop temporary solutions to cover the interim period between implementing agreements covering adjoining hubs. Such a need is recognized here with regard to the St. Louis Hub.
>
> The Organization has requested that Carrier make certain written commitments regarding the merged operation in the Kansas City Hub between Kansas City and Jefferson City which are necessary in order for it to agree to relinquish that territory from the

[2] The Organization submits that certain externalities, including political pressure, propelled the Carrier to agree to permit Jefferson City engineers to maintain their residences in Jefferson City, not just for the duration of their New York Dock protective periods but for their entire railroad careers.

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seniority roster for the St. Louis Hub. Those commitments are as follows:

1. Those former UP and SSW engineers who resided at Jefferson City or vicinity on the date of the notice served for the Kansas City Hub will be allowed to continue to maintain their residences at that location so long as pool freight service between Kansas City and Jefferson City and extra board work at Jefferson City continues to exist and such employees possess sufficient seniority to hold such assignments.

2. The engineers described above may voluntarily relocate to Kansas City under the Merger Implementing Agreement for that hub; however, they will not be required to do so and will be allowed to continue to reside at Jefferson City on an attrition basis.

3. It is intended that the pool freight operations between Kansas City and Jefferson City will ultimately be home terminaled at Kansas City. The details surrounding how that change will be accomplished will be negotiated in the Implementing Agreement for the Kansas City Hub.

Several months later, on July 2, 1998, the parties entered into the Kansas City Hub Implementing Agreement which divides terminal, local and through freight service into, out of and near Kansas City into various seniority zones. Article 1.C. sets the Zone Three seniority district as the territory between Kansas City and Jefferson City. The parties specified the rights and obligations of Jefferson City engineers in Article 1.C.2.a. as follows:

2. All former UP Kansas City to Jefferson City and former SSW Kansas City to Jefferson City pool operations shall be combined into one (1) pool with Kansas City as the home terminal. Jefferson City will serve as the away-from-home terminal. Engineers operating between Kansas City and

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Jefferson City may utilize any combination of UP or SSW trackage between such points.

a. The parties agreed in Article I.A.4.a. of the St. Louis Hub Merger Implementation Agreement the Kansas City to Jefferson City pool would be slotted on a work equity basis. Attachment "C" lists the slotting order for the pool. Former SSW and UP engineers residing at or in the vicinity of Jefferson City shall have prior rights to said pool turns. The engineers subject to this prior rights arrangement are identified on Attachment "D". If turns in excess of that number are established or any of such turns be unclaimed by a prior rights engineer, they shall be filled from the zone roster, and thereafter from the common roster. The parties further agreed in Side Letter No. 16 of the St. Louis Hub Agreement to allow former UP and SSW engineers residing in Jefferson City or vicinity on the date notice was served to begin negotiations for the Kansas City Hub (notice dated January 30, 1998) to continue to maintain their residences at that location so long as pool freight service between Kansas City and Jefferson City and extra board work at Jefferson City continue to exist and such engineers possess sufficient seniority to hold such assignments. Such engineers will be allowed to continue to reside at Jefferson City on an attrition basis subject to the terms and conditions of this Merger Implementing Agreement (See Side Letter No. 7).

The parties elaborated on the status of Jefferson City engineers and established an attrition formula in Side Letter No. 7 to the Kansas City Hub Merger Implementing Agreement. The pertinent paragraphs (the second, third and fourth paragraphs) of Side Letter No. 7 provide:

> In Side Letter No. 16 of the St. Louis Hub Merger Implementing Agreement and referenced in Article I.B.3.a. of Kansas City Hub Merger Implementing Agreement, the parties agreed to allow former UP and SSW engineers residing at or in the vicinity of Jefferson City to continue to maintain their residences at that location subject to the language of Side Letter No. 16.

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> The Carrier intends to have Kansas City as the home terminal for all engineers performing service in the Kansas City to Jefferson City pool. The present UP and SSW engineers at Jefferson City covered by this Agreement will be eliminated by attrition. When a former UP or SSW engineer, residing at or in the vicinity of Jefferson City, vacates his pool assignment through retirement, resignation, voluntary seniority move/relocation, etc., and it is not claimed/occupied by a prior rights Jefferson City engineer covered by this Side Letter, such position will no longer be maintained at Jefferson City but will be readvertised as having Kansas City as the designated home terminal.
>
> Initially, upon implementation of this Agreement, the home terminal for the Kansas City to Jefferson City pool will be Jefferson City. (Note: This does not modify or nullify the provisions of Side Letter No. 23 to the St. Louis Hub Merger Implementing Agreement). Sufficient pool turns (along with extra board positions, as described below) shall be established to accommodate those engineers identified on the Attachment to this Agreement. After date of implementation, pool turns which are advertised which exceed the number necessary to fulfill this arrangement may be filled by any other Kansas City Hub engineers. Engineers residing at or in the vicinity of Kansas City who perform service in this pool will be afforded reverse lodging and HAHT privileges at Jefferson City.

The sixth paragraph of Side Letter No. 7 provides that the home terminal will shift from Jefferson City to Kansas City when 51 percent of the pool turns are occupied by engineers at Kansas City. This paragraph also affords Jefferson City engineers lodging and held away from home terminal (HAHT) privileges at Kansas City with layoff privileges at Jefferson City (once Kansas City became the home terminal). Since engineers at Jefferson City can voluntarily relocate to Kansas City before the home terminal shifts, those engineers currently receive lodging and HAHT privileges at Jefferson City.

Subsequent to July 3, 1998, several former UP and SSW engineers listed on Attachment D of the Kansas City Hub Merger Implementing Agreement voluntarily opted to move their residences

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from Jefferson City to Kansas City.[3] In essence, the question at issue concerns whether or not those engineers, who voluntarily relocated from Jefferson City to Kansas City, should now be considered attrited within the meaning of the Kansas City Hub Merger Implementing Agreement and thus, removed from Attachment D. While the question at issue arose within the context of the Carrier seeking to cut Jefferson City - Kansas City pool turns, this Committee will answer the Question at Issue without expressing any opinion on whether or not the Carrier has the ability to unilaterally cut turns.[4] To reiterate, we emphasize that nothing in this Opinion should be construed to mean that the Carrier may or may not cut turns in the Jefferson City - Kansas City pool.

III. THE POSITIONS OF THE PARTIES

A. The Position of the BLE SSW Committee

The sole type of prior rights for engineers listed on Attachment D, who operate through freight assignments between Kansas City and Jefferson City, are the rights allocated in Attachment C and more fully described as Zone Three of the Kansas City Hub. There are no other prior rights. Nowhere does the Kansas City Hub Agreement give super prior rights to any group of engineers. The Kansas City Hub Agreement grants Attachment D engineers Zone Three prior pool rights.

Side Letter No. 16 provided that the engineers identified on Attachment D could remain at Jefferson City but, their places of residence did not have any impact on the nature or type of their prior rights so long as they stayed in the Zone Three Kansas City district. Indeed, the number of engineers listed in Attachment D to the Kansas City Hub Agreement is exactly the same number of

[3] These engineers collected a relocation allowance.

[4] All of the BLE Committees contend that the Carrier is explicitly and implicitly prohibited from unilaterally cutting such turns. On the other hand, the Carrier asserts that it has the ability to adjust the pool.

19-8

engineers performing service in Zone Three at the time the list was developed. Thus, Zone Three and the prior rights are one and the same concept.

Stated differently, after implementation of the Kansas City Hub Agreement, the engineers on Attachment D had a choice of staying in Jefferson City or relocating to Kansas City. The parties intended to give engineers an unfettered choice of deciding whether to live in Kansas City or Jefferson City. The choice was entirely voluntary. To be voluntary, the choice could not involve the relinquishment of any prior rights. Therefore, moving their residences to Kansas City had no impact on the prior rights of Attachment D engineers so long as they did not move beyond Kansas City. Their prior rights remained Zone Three regardless of whether they resided in Jefferson City or Kansas City.

Attrition from Attachment D occurs when an engineer vacates his pool assignment, not when an engineer moves his residence to Kansas City. The engineers, who voluntarily relocated to Kansas City, continue to fill the same pool assignments between Kansas City and Jefferson City that they occupied when they resided in Jefferson City. Thus, their change of residences did not require the engineers to vacate their pool assignments. Put simply, these engineers did not attrite. The Kansas City Hub Agreement provides that an engineer attrites only upon a "voluntary seniority move/relocation." It is important to note that a "/" rather than a "," or an "or" appears in this clause. To attrite, an engineer must either engage in a voluntary seniority move or a voluntary seniority relocation. The parties did not intend for attrition to apply to an engineer who merely changed his residence within the same prior rights zone since such a move does not involve a change of seniority. The purpose of this language was to govern the rights of those prior SSW engineers who held

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systemwide seniority. If they moved their seniority to other zones in the Kansas City Hub, or elsewhere, they attrited from Attachment D.

Last, double ended pools are not uncommon on this property and so, it is logical that engineers would not lose prior rights when they move to their homes from one terminal to another in the same seniority zone.

The BLE SSW Committee requests that the Question at Issue be answered affirmatively.

B. The Carrier's Position

An engineer who voluntarily relocates his residence from Jefferson City to Kansas City does not maintain prior rights to positions in the Jefferson City - Kansas City pool. The plain language of Side Letter No. 7 gives protected, prior rights to employees residing in Jefferson City. Voluntarily relocating one's residence from Jefferson City removes the engineer from this protected group.

The plain language of Side Letter No. 7 shows that an engineer attrites from Attachment D if the engineer moves his residence from Jefferson City. Side Letter No. 7 provides that attrition occurs by retirement, resignation or voluntary seniority move/relocation. The latter phrase covers either a voluntary seniority move or a voluntary relocation (such as, an engineer moving his residence to Kansas City). The language in Side Letter No. 7 goes on to state that if a position vacated by an attriting engineer is claimed by a prior rights Jefferson City engineer, the position remains within the ambit of protection. However, if the position is not claimed by a prior rights Jefferson City engineer, then the job is re-designated with Kansas City as the home terminal.

A-1-D

The Committee should interpret the provisions of Side Letter No. 7 in harmony with the terms of Side Letter No. 16 to the St. Louis Hub Agreement. Side Letter No. 16 afforded Jefferson City engineers the option of voluntarily moving to Kansas City. Side Letter No. 7 restated this option but with the added condition that the relocation results in the engineer's attrition from Jefferson City as the home terminal.

The BLE SSW Committee contends that the prior rights are not just for keeping Jefferson City as a home terminal but rather, the prior rights cover any pool job between Kansas City and Jefferson City without regard to the home terminal of the position. Such an interpretation is contrary to the plain language of the two Side Letters and would stymie the purpose of the protection which was to safeguard work for those engineers who elected to maintain their residences in Jefferson City. In the extreme, the BLE SSW's construction of Side Letter No. 7 could conceivably force a junior engineer residing at Jefferson City to move (to enable the engineer to work) which defeats the whole purpose of Side Letter No. 16 and Side Letter No. 7.

If this Committee determines that the contract language is ambiguous, the Carrier's interpretation is the most reasonable construction of Side Letter No. 7. The parties built a protective circle around Jefferson City. As stated previously, the BLE SSW Committee's interpretation would expand the circle to include those engineers residing in Kansas City simply because, at some remote time in the past (after Attachment D was promulgated), the engineers resided at Jefferson City.

In addition, it was the intent of the parties that attrition would operate to eventually move all of the positions to Kansas City. It makes sense that this attrition would occur when an engineer moves his residence from Jefferson City to Kansas City.

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The Carrier seeks a negative answer to the Question at Issue.

C. The Position of the BLE Committee UP-Central Region

The Kansas City Hub Agreement provided engineers with prior rights according to zones. In addition, an engineer who had prior rights to work in a particular zone also held common seniority to claim a position in any zone not filled by an engineer holding prior rights in the particular zone. The former SSW engineers and UP engineers at Jefferson City were placed in Zone Three per the Kansas City Hub Agreement. They hold prior rights to all Zone Three work regardless of their residence. In addition, according to Side Letter No. 16 of the St. Louis Hub Agreement and Side Letter No. 7 of the Kansas City Hub Agreement, those engineers living in Jefferson City were granted additional prior rights to work originating in Jefferson City, that is, pool freight service between Jefferson City and Kansas City. The parties identified these engineers in Attachment D to the Kansas City Hub Agreement. Thus, the engineers residing in Jefferson City were granted an additional level of prior rights or super prior rights over and above the prior rights afforded to Zone Three engineers.

The plain language of Side Letter No. 16 provides that the engineers could continue to reside in Jefferson City on an attrition basis. Side Letter No. 7 reiterated and clarified their right to reside at Jefferson City. Side Letter No. 7 clearly provides that those engineers residing at Jefferson City hold prior rights to work at the Jefferson City terminal, including freight pool service between Jefferson City and Kansas City, subject to attrition. Attrition will occur because the work will gradually shift to Kansas City where Zone Three employees initially residing in Kansas City or Zone Three employees who had relocated to Kansas City have prior rights to the attrited work.

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Article 1.C. of the Kansas City Hub Agreement and Side Letter No. 7 of the Kansas City Hub Agreement. This Committee rightfully presumes that experienced negotiators intend to write down the words which appear in their agreements and that they expect this Committee to follow the usual and ordinary meaning of those words. Extrinsic evidence such as negotiating history or past practice is only relevant to interpreting the provisions of the parties' agreements if the language therein is unclear, ambiguous, vague or contradictory.

After closely reviewing all of the contractual provisions pertinent to this dispute, this Committee concludes that the plain language of the Agreements provide special, and perhaps, unique rights to engineers indefinitely maintaining their residences in Jefferson City and these rights are expressly predicated on the engineers keeping their residences in Jefferson City. For the reasons more fully explained below, this Committee answers the Question at Issue in the negative.

Beginning with Side Letter No. 16 of the St. Louis Hub Agreement, as reinforced by Article 1.C. of the Kansas City Hub Agreement and concluding in Side Letter No. 7 of the Kansas City Hub Agreement, the parties carved out a special status for those Jefferson City engineers who continued to maintain their residences at that location. In other words, the plain and express language found in those three provisions demonstrate the negotiators' intent to establish a unique protective arrangement for engineers keeping their residences in the vicinity of Jefferson City. Put simply, throughout the bargaining over the two hub agreements, the negotiators afforded Jefferson City special treatment but with an important condition: to retain this special status, the engineer had to reside and continue to reside at Jefferson City.

A-14

Our analysis starts with the clear and unambiguous language in the sentence labeled "2" in Side Letter No. 16. That sentence granted the Jefferson City engineers the option of voluntarily relocating to Kansas City but the parties contemplated that the option was subject to an "attrition" of engineers who "reside at Jefferson City . . . . ."[6] While Side Letter No. 16 did not spell out the "attrition basis," the bargain was struck. The language following the word "however" conclusively shows that the parties would later devise an attrition formula for those engineers who "continue to reside in Jefferson City." The parties were clearly making a distinction between an engineer who continues to reside in Jefferson City from an engineer who elects not to continue to reside at Jefferson City albeit, that election was entirely voluntary.

Thus, Side Letter No. 16 was the foundation for establishing special prior rights for engineers conditioned on their voluntary decision to continue to indefinitely reside in Jefferson City.

When the parties wrote Side Letter No. 7 to the Kansas City Hub Agreement, they had to develop an attrition formula because, in Side Letter No. 16, they already agreed that attrition would apply to the Jefferson City engineers.

The pertinent sentence in the third paragraph of Side Letter No. 7 provides that when an engineer residing in the vicinity of Jefferson City vacates a pool assignment through "retirement, resignation, voluntary seniority move/relocation, etc.," and, if another "prior rights Jefferson City engineer" does not claim the position, the position is then advertised with Kansas City as the home terminal. This language shows not only what events result in attrition but also demonstrates that those engineers continuing to reside in the vicinity of Jefferson City have a tier of prior rights over

[6] Certainly, the engineer had the absolute right to opt to move his residence to Kansas City. That is, the Carrier could not force an engineer to relocate.

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and above Zone Three prior rights. The parties would not have written words providing that the position remains at Jefferson City if claimed by another prior rights Jefferson City engineer if there was only one level of prior rights. If the interpretation advocated by the BLE SSW Committee were accurate, the parties would have simply wrote "Zone Three engineer" instead of describing the engineer as a "prior rights Jefferson City engineer."

With regard to attrition, this pivotal sentence also provides that an engineer attrites from the special prior rights upon a voluntary seniority move/relocation. In Side Letter No. 16, the parties expressly grant the engineer a right to "voluntarily relocate" to Kansas City. Almost exactly the same words, "voluntary relocation," appear in this critical sentence of Side Letter No. 7. Despite the appearance of this virtually identical wording in the two side letters, the BLE SSW Committee wants to divorce the term "voluntary relocation" in Side Letter No. 7 from "voluntarily relocate" in Side Letter No. 16 under the guise that the slash mark creates a different meaning for the term in Side Letter No. 7. The plain meaning of the slash mark is "or." The engineer either voluntarily makes a seniority move or voluntarily relocates. The adjective, "voluntary" modifies "seniority move" or "relocation." The BLE SSW Committee's contention that the relocation must involve a seniority move might be persuasive if the word "and" appeared in lieu of the slash mark. This Committee may not parse language to lead to a conclusion at odds with the usual and ordinary meaning of the words used by the negotiators.

Thus, when an engineer voluntarily moves his residence to Kansas City, the engineer attrites from Attachment D.

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Our interpretation of Side Letters Nos. 7 and 16 is supported by the express language in Article 1.C.2.a. which provides that if the number of pool turns between Kansas City and Jefferson City is "in excess of" the number originally established or if "any of such turns be unclaimed by a prior rights engineer," the position is filled by any engineer having Zone Three prior rights, or if not claimed by a Zone Three engineer, then an engineer from the common Kansas City Hub roster. If there was not any difference in the prior rights for engineers residing at Jefferson City, and the prior rights for engineers residing at Kansas City (that is, they all had the same Zone Three prior rights), there would be no reason for the parties to insert the language about the assignment of pool turns in excess of the number of established turns or turns unclaimed by a prior rights Jefferson City engineer. In addition, Article 1.C.2.a. unambiguously announces that "former SSW and UP engineers residing at or the vicinity of Jefferson City shall have prior rights to said pool turns." Again, the parties would not need to write this provision if the same prior rights attached to a Zone Three engineer regardless of whether the engineer resides in Jefferson City or Kansas City. This language definitively demonstrates that the place of residence was important. The parties do not write their agreement with the understanding that entire clauses or phrases will be rendered meaningless or superfluous. These two sentences in Article 1.C.2.a. militate against the construction advanced by the BLE SSW Committee. If the BLE SSW Committee's interpretation were correct, the parties would have written in exclusive Zone Three prior rights in these sentences as opposed to specifically providing prior rights to those Jefferson City engineers residing in Jefferson City.

In summary, the parties created special protections and special prior rights for engineers who kept their residences in Jefferson City. These special prior rights are above and beyond the Zone

A17

Three prior rights for engineers at Kansas City or engineers who voluntarily relocate from Jefferson City to Kansas City because the latter attrite from Attachment D.

This Committee again emphasizes that we are not addressing whether the Carrier may or may not cut pool turns in the Jefferson City - Kansas City corridor.

AWARD AND ORDER

QUESTION AT ISSUE: If an employee named in Attachment D of the Kansas City Hub Agreement voluntarily relocates from Jefferson City to Kansas City, does he maintain prior rights to positions on the Jefferson City to Kansas City pool pursuant to Side Letter #7?

ANSWER: No.

Date: September 15, 2000

John B. LaRocco
Neutral and Sole Committee Member

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ORGANIZATION EXHIBIT

B

AFFIDAVIT OF DENNIS E. PENNING

Dennis E. Penning, under oath, states the following facts:

1. I was the General Chairman, Brotherhood of Locomotive Engineers ("BLE"), Union Pacific Railroad-Eastern Region (former Missouri Pacific Railroad and former Chicago & Eastern Illinois Railroad), from May, 1995, until October, 1998.

2. In my capacity as General Chairman, I was personally involved in the negotiations of the Kansas City Hub Implementing Agreement, which was one of several "Hub" Agreements that established the labor conditions of the Union Pacific Railroad merger with the Southern Pacific Transportation Company, pursuant to Surface Transportation Board Finance Docket 32760.

3. The Union Pacific Railroad ("UP") management insisted that the Merger Implementation Agreements, pursuant to Finance Docket 32760, be negotiated on a "Hub" basis whereby the major terminals would be merged separately, with all of the inbound/outbound trackage to each terminal acting as "spokes" to the "Hub."

4. Each of these "Hubs" were negotiated separately in time, and implemented separately in time.

5. The Jefferson City, Missouri terminal, as well as the mainline trackage from Jefferson City, Missouri to Kansas City, Missouri, was originally a part of the UP Merged Roster No. 1, which had been created by the UP/MKT Merger Agreement dated December 9, 1998, pursuant to the Union Pacific Railroad Company/Missouri Pacific Railroad Company Merger with the Missouri-Kansas Railroad Company ("MKT") pursuant to Interstate Commerce Commission Finance Docket No. 30, 800. Merged Roster No. 1 originally included- - in

EXHIBIT B
PAGE 1 OF 3

addition to Jefferson City- - St. Louis, Missouri, Dupo, Illinois, and Poplar Bluff, Missouri, and all track in between.

6. During the negotiations related to Finance Docket No. 32760, the Carrier sought successfully to modify Merged Roster No. 1 (which became the St. Louis Hub) so as to "carve out" the terminal at Jefferson City, and the mainline trackage between Jefferson City and Kansas City, and insert them into the proposed Kansas City Hub. Both UP and St Louis Southwestern ("SSW") employees lived in the vicinity of the Jefferson City terminal, operating trains to Kansas City, and would be affected by the change.

7. As the St. Louis Hub Merger Implementing Agreement negotiations pre-dated the proposed Kansas City Hub Implementing Agreement negotiations, and since Jefferson City and the mainline trackage west to Kansas City, was to be "carved out," and moved to the proposed Kansas City Hub, an interim period letter of understanding was made as to Jefferson City and the mainline trackage west of Kansas City, known as Side Letter No. 16 of the St. Louis Hub Agreement.

8. The Kansas City Hub Merger Implementing Agreement was subsequently negotiated and signed on July 2, 1998, with my delegating Charles R. Rightnowar to sign on my behalf.

9. The former SSW and UP employees living in the Jefferson City vicinity were placed into Kansas City Hub in Zone No. 3. These employees, including the Zone 3 employees already living in Kansas City, held "prior rights" to all Zone 3 work as opposed to the employees of the other three Kansas City Hub Zones (Zones 1, 2, and 4).

EXHIBIT B
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10. In addition to the Zone 3 prior rights, described above, held by all Zone 3 employees (regardless of location of residence within Zone 3) as opposed to the other Zones in the Kansas City Hub, those Zone 3 employees (both SSW and UP) living at pre-merger residences in the vicinity of Jefferson City, Missouri, were given additional "prior rights" to all work originating in Jefferson City terminal, including the freight pools operating between Jefferson City and Kansas City, pursuant to Article 1 C. 2.a. of the Kansas City Hub Implementing Agreement, Side Letter No. 7 of the Kansas City Hub Implementing Agreement, and were listed on Attachment D to the Kansas City Hub Implementing Agreement.

STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

I, Dennis E. Penning, after being duly sworn upon my oath, state that I have read the foregoing, and the information contained therein is true and correct to the best of my knowledge, information, and belief.

Dennis E. Penning

SUBSCRIBED AND SWORN TO before me, a Notary public this 15th day of August, 2000.

Notary Public

INGA SYKES
Notary Public, State of Missouri
St. Louis City
My Commission Expires May 18, 2003

My Commission Expires:
May 18, 2003

EXHIBIT B
PAGE 3 OF 3

ORGANIZATION EXHIBIT

C

Side Letter No. 16

April 15, 1998

MR D E PENNING
GENERAL CHAIRMAN BLE
12531 MISSOURI BOTTOM RD
HAZELWOOD MO 63042

MR D E THOMPSON
GENERAL CHAIRMAN BLE
414 MISSOURI BLVD
SCOTT CITY MO 63780

MR JOHN R KOONCE
GENERAL CHAIRMAN BLE
5050 POPLAR AVE STE 501
MEMPHIS TN 38157

Gentlemen:

This has reference to the Merger Implementing Agreement for the St. Louis Hub entered into this date.

During our negotiations it was recognized that there are inherent difficulties in implementing a merged operation in the St. Louis Hub and "carving out" the operations and employees between Jefferson City and Kansas City to become part of the Kansas City Hub without a corresponding Merger Implementing Agreement for the Kansas City Hub. This is a problem inherent in implementing merged hubs on a phased basis, and in all hubs this cascading effect has required the parties to use their imagination to develop temporary solutions to cover the interim period between implementing agreements covering adjoining hubs. Such a need is recognized here with regard to the St. Louis Hub.

The Organization has requested that Carrier make certain written commitments regarding the merged operation in the Kansas City Hub between Kansas City and Jefferson City which are necessary in order for it to agree to relinquish that territory from the seniority roster for the St. Louis Hub. Those commitments are as follows:

1. Those former UP and SSW engineers who resided at Jefferson City or vicinity on the date of the notice served for the Kansas City Hub will be allowed to continue to maintain their residences at that location so long as pool freight service between Kansas City and Jefferson City and extra board work at Jefferson City continues to exist and such employees possess sufficient seniority to hold such assignments.

2. The engineers described above may voluntarily relocate to Kansas City under the Merger Implementing Agreement for that hub; however, they will not be required to do so and will be allowed to continue to reside at Jefferson City on an attrition basis.

3. It is intended that the pool freight operations between Kansas City and Jefferson City will ultimately be home terminaled at Kansas City. The details surrounding how that change will be accomplished will be negotiated in the Implementing Agreement for the Kansas City Hub.

Yours truly,

M. A. Hartman
General Director-Labor Relations

EXHIBIT C
PAGE 1 OF 1

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ORGANIZATION EXHIBIT

D

MERGER
IMPLEMENTING AGREEMENT
(Kansas City Hub)

between the

UNION PACIFIC RAILROAD COMPANY
Southern Pacific Transportation Company
and the

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

PREAMBLE

The U.S. Department of Transportation, Surface Transportation Board ("STB") approved the merger of the Union Pacific Corporation ("UPC"), Union Pacific Railroad Company/Missouri Pacific Railroad Company (collectively referred to as "UP") and Southern Pacific Rail Corporation, Southern Pacific Transportation Company ("SPT"), St. Louis Southwestern Railway Company ("SSW"), SPCSL Corp., and the Denver & Rio Grande Western Railroad Company ("DRGW") (collectively referred to as "SP") in Finance Docket 32760. In approving this transaction, the STB imposed New York Dock labor protective conditions. Copy of the New York Dock conditions is attached as Attachment "A" to this Agreement.

Subsequent to the filing of Union Pacific's application but prior to the decision of the STB, the parties engaged in certain discussions which focused upon Carrier's request that the Organization support the merger of UP and SP. These discussions resulted in the parties exchanging certain commitments, which were outlined in letters dated March 8(2), March 9 and March 22, 1996.

On January 30, 1998, the Carriers served notice of their intent to merge and consolidate operations generally in the following territories:

Union Pacific: Kansas City to Council Bluffs (not including Council Bluffs/Omaha Metro Complex)

Kansas City to Des Moines (not including Des Moines)

Kansas City to Coffeyville (not including Coffeyville)

Kansas City to Parsons (not including Parsons)

BLE EXHIBIT D

Kansas City to Marysville (not including Marysville, but including Topeka)

Kansas City to Jefferson City (not including Jefferson City)

Kansas City Terminal

Southern Pacific:
(SSW and SPCSL) Kansas City to Jefferson City (not including Jefferson City)

Kansas City to Chicago via Ft. Madison (not including Chicago)

Kansas City to Chicago via Quincy (not including Chicago)

Kansas City to Winfield via BNSF trackage rights (not including Winfield)

Kansas City to Wichita via BNSF trackage rights (not including Wichita)

Kansas City to Pratt via Hutchinson via BNSF trackage rights (not including Pratt)

Kansas City Terminal

Pursuant to Section 4 of the New York Dock protective conditions, in order to achieve the benefits of operational changes made possible by the transaction and to modify collective bargaining agreements to the extent necessary to obtain those benefits

IT IS AGREED:

ARTICLE I - WORK AND ROAD POOL CONSOLIDATIONS

The following work/road pool consolidations and/or modifications will be made to existing runs:

A. Zone 1 - Seniority District

1. Territory Covered: Kansas City to Council Bluffs (not including Council Bluffs/Omaha Metro Complex)

Kansas City to Des Moines (not including Des Moines)

Kansas City to Chicago via Ft. Madison (not including Chicago)

Kansas City to Chicago via Quincy (not including Chicago)

The above includes all UP and SPCSL main lines, branch lines, industrial leads, yard tracks and stations between or located at the points indicated. Where the phase "not including" is used above, it refers to other than through freight operations, but does not restrict through freight engineers from operating into/out of such terminals/points or from performing work at such terminals/points pursuant to the designated collective bargaining agreement provisions.

2. The existing former UP Kansas City to Council Bluffs and Kansas City to Des Moines pool operations shall be preserved under this Agreement. The home terminal for this pool will be Kansas City. Council Bluffs and Des Moines are the respective away-from-home terminals. This pool shall be governed by the provisions of the ID Agreement dated March 31, 1992, including all side letters and addenda. Engineers in this pool may be transported between destination terminals for the return trip to the home terminal, subject to the terms set forth in Side Letter No. 6.

   a. Hours of Service relief of trains in this pool shall be protected as provided in the existing agreement rules covering such runs.

3. The existing former SPCSL Kansas City to Quincy and Kansas City to Ft. Madison pool operations shall be preserved as a separate pool operation under this agreement, but the home terminal of such runs will be changed to Kansas City. Quincy and Ft. Madison will be the respective away-from-home terminals. Engineers may also be transported between destination terminals for the return trip to the home terminal, subject to the terms set forth in Side Letter No. 6. A sufficient number of engineers at Quincy and Ft. Madison will be relocated to Kansas City to accomplish this change.

   a. Hours of Service relief of trains in this pool operating from Kansas City to Ft. Madison or Quincy may be protected by the extra board at Ft. Madison/Quincy if the train has reached Marceline or beyond on the former ATSF line or Brookfield or beyond on the former BN line. If there is no extra board in existence or the extra board is exhausted, an away-from-home terminal engineer may be used, and will thereafter be deadheaded home or placed first out for service on their rest. Such trains which have not reached Marceline or Brookfield shall be protected on a straightaway move by a home terminal pool engineer at Kansas City.

b. Hours of Service relief of trains in this pool operating from Ft. Madison to Kansas City or Quincy to Kansas City may be protected by the extra board at Kansas City if the train has reached Marceline or beyond on the former ATSF line or Brookfield or beyond on the former BN line; otherwise, a rested away-from-home terminal engineer at Ft. Madison or Quincy shall be used on a straightaway move to provide such relief.

4. The existing former SPCSL Quincy to Chicago and Ft. Madison to Chicago pool operations shall be preserved as a single, separate pool operation under this Agreement. The home terminal of this pool will be Ft. Madison. Chicago will be the away-from-home terminal.

a. Engineers called to operate from Quincy to Chicago shall report and go on duty at Ft. Madison for transport to Quincy to take charge of their train; engineers operating Chicago to Quincy shall be transported back to Ft. Madison on a continuous time basis. In both instances, the transport between Ft. Madison and Quincy shall be automatically considered as deadhead in combination with service and paid on that basis.

b. Hours of Service relief of trains in this pool operating from Ft. Madison/Quincy to Chicago may be protected by a rested away-from-home terminal engineer at Chicago if the train has reached Streator or beyond on the former ATSF line or Galesburg or beyond on the former BN line. Away-from-home terminal engineers so used shall thereafter be deadheaded home or placed first out for service on their rest. Hours of Service relief of trains in this pool operating from Chicago to Ft. Madison/Quincy may be protected by an extra board engineer at Ft. Madison if the train has reached Streator or beyond on the former ATSF line or Galesburg or beyond on the former BN line.

c. In the event business conditions result in engineers at Ft. Madison (either in pool service, on the extra board, or otherwise) being unable to hold any assignment as locomotive engineer at Ft. Madison, such engineers required to exercise seniority to Kansas City (or senior engineers who elect to relocate in their stead) shall be eligible for relocation benefits under Article VII of this Agreement. After six (6) years from date of implementation of this Agreement, no future relocation benefits shall be applicable under such circumstances.

d. Notwithstanding the above provisions, if at any future date Carrier elects to discontinue its exercise of BNSF trackage rights between Kansas City and Chicago, all engineers at Ft.

Madison will be relocated to Kansas City and would under those circumstances be eligible for Article VII relocation benefits.

NOTE: It is understood the provisions of c. and d. above supersede the general provisions of Article VII.B.4. of this agreement.

e. No Ft. Madison or Quincy engineer may receive more than one (1) compensated relocation under this Implementing Agreement.

5. At the equity meeting held pursuant to Side Letter No. 10 hereto the parties shall agree on a baseline number of pool turns for both of the pools described in Articles I.A.2. and I.A.3 above, and former UP and SPCSL engineers will be prior righted, respectively, to such baseline number of pool turns. In the event of a cessation of trackage rights operations described in 4.d. above, the parties will meet and reach agreement on how the baseline numbers of the two former pools will be consolidated into the remaining single pool for Zone 1. It is understood that under these circumstances all Zone 1 extra work at Kansas City would be consolidated under one (1) extra board.

6. At Des Moines, Ft. Madison and Quincy, away-from-home terminal engineers called to operate through freight service to Kansas City may receive the train for which they were called up to twenty-five (25) miles on the far side of the terminal and run back through Des Moines, Ft. Madison or Quincy to their destination without claim or complaint from any other engineer. At Ft. Madison and Quincy, home terminal engineers called to operate through freight service to Chicago may receive the train for which they were called up to twenty-five (25) miles on the far side of the terminal and run back through Ft. Madison or Quincy to their destination without claim or complaint from any other engineer. When so used, the engineer shall be paid an additional one-half (½) day at the basic pro rata through freight rate for this run in addition to the district miles of the run. If the time spent beyond the terminal under this provision is greater than four (4) hours then he shall be paid on a minute basis at the basic pro rata through freight rate.

7. The terminal limits of Des Moines, Ft. Madison and Quincy are as follows:

a. Des Moines: MP 70.37 - Trenton Subdivision
MP 79.2 - Mason City Subdivision
MP 224.76 - Bondurant Spur
MP 304.2 - Perry Branch
MP 4.26 - Ankeny Branch

b. Ft. Madison: MP 234.0 - East
MP 236.0 - West

c. Quincy: MP 135.0 - West
MP 138.0 - East

8. Engineers of an adjacent hub may have certain rights to be defined, if any, in the Merger Implementing Agreement for that hub to receive their through freight trains up to twenty-five (25) miles on the far side of the terminal and run back through Des Moines.

9. All road switcher and yard assignments with an on/off duty location at Council Bluffs (Omaha Metro Complex), Des Moines or Chicago will be protected by engineers from those seniority districts even if such assignments perform service within any territories contemplated by Article I.A.1. (Note: This provision does not disturb the current yard job allocation arrangement at Council Bluffs arising out of the UP/MP Merger Implementing Agreement). Local assignments, assigned freight service, and any other irregular assignments (work train, wreck train, etc.) will be protected on a prior rights basis by Zone 1 engineers if such assignments are home terminaled at Council Bluffs (Omaha Metro Complex), Des Moines or Chicago and work exclusively within the territories identified by Article I.A.1. At Ft. Madison and Quincy, any such assignment home terminaled at such locations, including the extra board, may work either direction out of such terminal without seniority or other restrictions.

10. Engineers protecting through freight service in the pools described above shall be provided lodging at the away-from-home terminals pursuant to existing agreements and the Carrier shall provide the transportation to engineers between the on/off duty location and the designated lodging facility. All road engineers may leave or receive their trains at any location within the terminal and may perform work within the terminal pursuant to the designated collective bargaining agreement provisions. The Carrier will designate the on/off duty points for all engineers, with these on/off duty points having appropriate facilities as currently required in the collective bargaining agreement.

11. All existing yard assignments at Atchison and St. Joseph shall be converted to road switcher assignments upon implementation of this Agreement. Notwithstanding any conflicting current agreement provisions, and on a non-precedent, non-referable basis, all road switcher assignments at these two locations shall be paid the 5-day yard rate of pay.

a. The regular assignments headquartered at Atchison and St. Joseph shall be collectively prior righted to those former

engineers holding seniority at Atchison and St. Joseph. On and after the implementation of this Agreement, any engineer holding a regular assignment at Atchison or St. Joseph on the basis of his prior rights who voluntarily exercises his seniority elsewhere in the Kansas City Hub shall be deemed to have forfeited his prior rights to assignments at these locations.

b. The prior rights provisions set forth above shall not apply to the extra board at Atchison (Article III.A.1.) established under this Agreement, or any future extra board which may be established at either of these locations.

B. Zone 2 - Seniority District

1. Territory Covered: Kansas City to Marysville (not including Marysville, but including Topeka)

The above includes all UP main lines, branch lines, industrial leads, yard tracks and stations between or located at the points indicated. Where the phase "not including" is used above, it refers to other than through freight operations, but does not restrict through freight engineers from operating into/out of such terminals, points or from performing work at such terminals/points pursuant to the designated collective bargaining agreement provisions.

2. Existing Kansas City-Marysville pool operations shall be preserved under this Agreement. The home terminal for this pool will be Kansas City. Marysville will serve as the away-from-home terminal.

3. Engineers performing service in the Kansas City to Marysville pool shall receive a two (2) hour call for duty at Kansas City.

4. Hours of Service relief of trains in this pool operating from Kansas City to Marysville which have reached Topeka or beyond shall be protected in the following order (it being understood Carrier always reserves the right to call a Kansas City pool engineer to perform such service on a straightaway basis for crew balancing purposes):

a. By a rested, available engineer assigned to the Jeffrey Energy Pool and then

b. By the Marysville Extra Board, and then

c. By the first out, rested away-from-home terminal engineer at Marysville, who will thereafter be deadheaded home or placed first out for service on their rest.

Hours of Service relief of trains in this pool operating from Marysville to Kansas City may be protected by the extra board at Kansas City regardless of the location of such train should Carrier not elect to use a rested away-from-home terminal engineer at Marysville for crew balancing purposes.

5. At Marysville, away-from-home terminal engineers called to operate through freight service to Kansas City may receive the train for which they were called up to twenty-five (25) miles on the far side of the terminal and run back through Marysville to their destination without claim or complaint from any other engineer. When so used, the engineer shall be paid an additional one-half (½) day at the basic pro rata through freight rate for this run in addition to the district miles of the run. If time spent beyond the terminal under this provision is greater than four (4) hours, then he shall be paid on a minute basis at the basic pro rata through freight rate.

6. The terminal limits of Marysville are as follows:

MP 142.3 to MP 155.7	-	Marysville Subdivision
MP 132.29	-	Beatrice Branch
MP .75	-	Bestwall Spur

7. All road switcher and yard assignments home terminaled at Marysville will be protected by engineers from that seniority district even if such assignments perform service within the territories contemplated by Article I.B.1. Local assignments and any other irregular assignments (work train, wreck train, etc.,) will be protected by Zone 2 engineers (including those at Topeka) if such assignments are home terminaled at Marysville and work exclusively within the territories defined by Article I.B.1.

8. The pool service presently protected by the so-called Jeffrey Energy Pool shall attrite to the UP Eastern District Seniority District No. 18 at Marysville and shall not be under the jurisdiction of this hub agreement. On and after the date of implementation of this Agreement, engineers protecting such service shall be governed by the schedule rules and rates of pay comprehending said 18th District. The terms of the August 17, 1979 Jeffrey Pool Agreement and other UP-BLE Eastern District Agreement pertaining to said pool shall be unaffected by this Implementing Agreement, except as modified below.

   a. Former UP 8th District Engineers coming under the provisions of this Implementing Agreement and establishing Zone 2 prior rights seniority in the Kansas City Hub shall retain prior rights to the Jeffrey Energy Pool assignments on an attrition basis. Engineers presently occupying assignments in said pool will be

grandfathered to these assignments. Additionally, former UP 8th District Engineers performing service in Zone 2 will at time of roster canvasing, per Article VI.B.2., be asked to declare prior rights to assignments in the Jeffrey Energy Pool. If the engineer declares for such prior rights he will be allowed to occupy an assignment seniority permitting. If he does not declare for prior rights in the pool he shall thereafter waive said prior rights to the Jeffrey Energy Pool. The Carrier will maintain a list of those former UP 8th District Engineers who declared for prior rights in the Jeffrey Energy Pool at time of canvasing, but unable to occupy an assignment in the pool. When vacancies occur, such engineers will be canvassed, in seniority order. If the engineer declines to accept the assignment he will waive his prior rights to the Jeffrey Energy Pool. As vacancies occur which are not filled by former UP 8th District Engineers, the assignments will attrite to UP 18th District Engineers at Marysville.

b. On the effective date of implementation of this Agreement the existing JK Extra Board at Marysville will no longer be preserved. All vacancies in the JK Pool, all extra work associated therewith and all other extra work described in the August 17, 1979 Jeffrey Pool Agreement, will be handled and performed by the UP 18th District Extra Board at Marysville.

c. In consideration of the assignments described above attriting to the UP 18th District Engineers at Marysville, said 18th District Engineers also acknowledge and agree to the provisions of Section 5 above with regard to Kansas City Hub engineers receiving their trains up to twenty-five (25) miles west of Marysville, such zone to be calculated from the original Marysville switching limits (MP 150.27 West - MP 147.33 East).

9. Engineers protecting through freight service in the pool described in Article I.B.2. above shall be provided lodging at the away-from-home terminal pursuant to existing agreements and the Carrier shall provide transportation to engineers between the on/off duty location and the designated lodging facility. All road engineers may leave or receive their trains at any location within the terminal and may perform work within the terminal pursuant to the designated collective bargaining agreement provisions. The Carrier will designate on/off duty points for all engineers, with these on/off duty points having appropriate facilities as currently required in the collective bargaining agreement.

10. All UP and SSW operations within the Topeka terminal limits shall be consolidated into a single operation. All rail lines, yards and/or sidings at Topeka will be considered as common to all engineers working in,

engineers subject to this prior rights arrangement are identified on Attachment "D". If turns in excess of that number are established or any of such turns be unclaimed by a prior rights engineer, they shall be filled from the zone roster, and thereafter from the common roster. The parties further agreed in Side Letter No. 16 of the St. Louis Hub Agreement to allow former UP and SSW engineers residing in Jefferson City or vicinity on the date notice was served to begin negotiations for the Kansas City Hub (notice dated January 30, 1998) to continue to maintain their residences at that location so long as pool freight service between Kansas City and Jefferson City and extra board work at Jefferson City continue to exist and such engineers possess sufficient seniority to hold such assignments. Such engineers will be allowed to continue to reside at Jefferson City on an attrition basis subject to the terms and conditions of this Merger Implementing Agreement (See Side Letter No. 7).

b. Hours of Service relief of trains in this pool operating from Kansas City to Jefferson City may be protected by the extra board at Jefferson City if the train has reached Boneville or beyond on the River Sub or Smithton or beyond on the Sedalia Sub; otherwise, a rested pool engineer at Kansas City shall be used on a straightaway move to provide such relief. Hours of Service relief of trains in this pool operating from Jefferson City to Kansas City may be protected by the Zone 3 Extra Board at Kansas City if the train has reached Renick or beyond on the River Sub or Pleasant Hill or beyond on the Sedalia Sub; otherwise, a rested pool engineer at Jefferson City shall be used on a straightaway move to provide such relief. At the away-from-home-terminal, if the extra board is exhausted, the first out rested pool engineer may be used, and shall thereafter be deadheaded home or placed first out for service on their rest.

3. At Jefferson City, away-from-home terminal engineers called to operate through freight service to Kansas City may receive the train for which they were called up to twenty-five (25) miles on the far side of the terminal and run back through Jefferson City to their destination without claim or complaint from any other engineer. When so used, the engineer shall be paid an additional one-half (½) day at the basic pro rata through freight rate for this run in addition to the district miles of the run. If the time spent beyond the terminal under this provision is greater than four (4) hours, then he shall be paid on a minute basis at the basic pro rata through freight rate.

4. The terminal limits of Jefferson City shall be the same as the pre-existing terminal limits on the UP Sedalia Subdivision (MP 124.3 - MP 128).

5. Engineers of the St. Louis Hub were granted rights to receive the train for which they were called up to twenty-five (25) miles on the far (west) side of the terminal limits of Jefferson City pursuant to Article I.A.4.c. of the UP-BLE St. Louis Hub Merger Implementing Agreement. This service may be performed without claim or complaint from any Kansas City Hub engineer.

6. Pursuant to Article I.A.4.e. of the UP-BLE St. Louis Hub Merger Implementing Agreement any road switcher and yard assignments with a home terminal of Jefferson City shall be under the jurisdiction of the UP-BLE St. Louis Hub Agreement. Locals and other road assignments with an origin/termination at Jefferson City and which perform service exclusively east of Jefferson City shall likewise be under the jurisdiction of the UP/BLE St. Louis Hub Agreement. Locals and other road assignments with an origin/termination at Jefferson City and which perform service exclusively west of Jefferson City on the UP Sedalia or UP River Subdivisions shall be governed by the UP-BLE Kansas City Hub Merger Implementing Agreement. The above is not intended to supersede any national agreements, letters of understanding or arbitration awards which permit yard assignments to perform service on more than one (1) seniority district (i.e., hours of service relief within a 25-mile zone, servicing industrial customers, etc.)

7. Engineers protecting through freight service in the pool described in Article I.C.2. above shall be provided lodging at the away-from-home terminal pursuant to existing agreements and the Carrier shall provide transportation to engineers between the on/off duty location and the designated lodging facility. All road engineers may leave or receive their trains at any location within the terminal and may perform work within the terminal pursuant to the designated collective bargaining agreement provisions. The Carrier will designate on/off duty points for all engineers, with these on/off duty points having appropriate facilities as currently required in the collective bargaining agreement.

D. <u>Zone 4 - Seniority District</u>

1. Territory Covered: Kansas City to Coffeyville (not including Coffeyville)

Kansas City to Parsons (not including Parsons)

Kansas City to Wichita via BNSF trackage rights (not including Wichita)

Kansas City to Winfield via BNSF trackage rights (not including Winfield)

Kansas City to Pratt via Hutchinson via BNSF trackage rights (not including Pratt)

The above includes all UP and SSW main lines, branch lines, industrial leads, yard tracks and stations between or located at the points indicated. Where the phase "not including" is used above, it refers to other than through freight operations, but does not restrict through freight engineers from operating into/out of such terminals, points or from performing work at such terminals/points pursuant to the designated collective bargaining agreement provisions.

2. The existing UP Interdivisional Service between Kansas City and Coffeyville shall continue as a separate pool and shall be governed by the provisions of the ID Agreement dated August 15, 1985, including all side letters and addenda.

   a. Hours of Service relief of trains in this pool shall be protected as provided in the existing agreement rules covering such runs.

3. The existing but non-operational SSW Kansas City to Pratt (via Hutchinson) run shall be preserved under this Agreement and in the event such runs resume in the future they shall be governed by the provisions of the UP-BLE Kansas City Hub Agreement. The home terminal will be changed to Kansas City. Pratt will serve as the away-from-home terminal.

4. Former SSW yard engine equity in Kansas City shall be placed under Zone 4. The former SSW engineers who elect Zone 4 as their prior rights zone and former UP engineers in Zone 4 shall compete for all assignments in Zone 4 on the basis of their Zone 4 seniority.

5. At Coffeyville/Parsons, Wichita, Winfield and Pratt, away-from-home terminal engineers called to operate through freight service to Kansas City may receive the train for which they were called up to twenty-five (25) miles on the far side of the terminal and run back through Coffeyville/Parsons, Wichita and Winfield to their destination without claim or complaint from any other engineer. When so used, the engineer shall be paid an additional one-half (½) day at the basic pro rata through freight rate for this run in addition to the district miles of the run. If the time spent beyond the terminal under this provision is greater than four (4) hours, then he shall be paid on a minute basis at the basic pro rata through freight rate.

6. The terminal limits of Coffeyville/Parsons, Wichita and Winfield are as follows:

a.	Coffeyville	MP 462.0	-	North
		MP 661.0	-	South

The north terminal limits of Coffeyville have been modified by this Implementing Agreement.

b.	Parsons	MP 133.4	-	North
		MP 138.0	-	South
c.	Wichita	MP 236.0	-	Herington
		MP 476.0	-	Wichita Branch
		MP 254.0	-	OKT Subdivision
d.	Winfield	MP 248.7	-	East
		MP 250.8	-	West
e.	Pratt	MP 292.33	-	East
		MP 300.16	-	West

7. Engineers of an adjacent hub may have certain rights to be defined, if any, in the Merger Implementing Agreements for these hubs to receive their through freight trains up to twenty-five (25) miles on the far side of the terminal and run back through Wichita or Winfield to their destination without claim or complaint from any other engineer.

8. Engineers protecting through freight service in the pool described in Article I.D.2. and I.D.3. above shall be provide lodging at the away-from-home terminal pursuant to existing agreements and the Carrier shall provide transportation to engineers between the on/off duty location and the designated lodging facility. All road engineers may leave or receive their trains at any location within the terminal and may perform work within the terminal pursuant to the designated collective bargaining agreement provisions. The Carrier will designate on/off duty points for all engineers, with these on/off duty points having appropriate facilities as currently required in the collective bargaining agreement.

9. All local, road switcher and yard assignments home terminaled at Coffeyville/ Parsons, Wichita, Winfield and Pratt will be protected by engineers from those seniority districts even if such assignments perform service within any territories contemplated by Article I.D.1. Other irregular assignments (work train, wreck train, etc.) will be protected by the engineers from the location where the assignment is home terminaled.

E. Kansas City Terminal

1. All UP, SSW and SPCSL operations within the new Kansas City Terminal limits shall be consolidated into a single operation. The terminal includes all UP/SSW/SPCSL main lines, branch lines, industrial leads, yard tracks and stations between or located at the points indicated. All UP/SSW/SPCSL road crews may receive or leave their trains at any location within the terminal and may perform work within the terminal pursuant to the applicable collective bargaining agreement, including national agreements. The Carrier will designate the on/off duty points for all yard crews, with these on/off duty points having appropriate facilities as currently required in the collective bargaining agreement. Interchange rules are not applicable for intra-carrier moves within the terminal.

2. All yard assignments operating within the Kansas City Terminal will be bid and assigned in the manner set forth in Side Letter No. 22 to this Agreement.

3. All UP, SSW and SPCSL rail lines, yards and/or sidings within the Kansas City Terminal will be considered as common to all engineers working in, into and out of Kansas City.

4. Terminal limits for the consolidated Kansas City terminal are as follows:

UP	Mile Post
Marysville Subdivision	6.59
Coffeyville Subdivision	284.22
Sedalia Subdivision	276.32
Fails City Subdivision	288.37
Trenton Subdivision (former CNW)	500.3

SPCSL

Brookfield Subdivision	221.5 (BNSF MP)
Marceline Subdivision	444.2 (BNSF MP)

SPCSL terminal limits have been modified by this Agreement

SSW

Sedalia Subdivision (via UP)	276.32
BNSF Line to Topeka/Ottawa	9.0 (BNSF MP)

UP terminal limits are established as MP 9.0 on the BNSF Topeka/Ottawa Line

F. At all terminals the Carrier will designate the on/off duty points for all road engineers, with these on/off duty points having appropriate facilities for inclement weather and other facilities as currently required in the designated collective bargaining agreement.

G. In all of the zones, when local, work, wreck, Hours of Service relief or other road runs are called or assigned which operate exclusively within the territorial limits of one (1) of these zones established in this Agreement, such service shall be protected by engineers in such zone. If such run or assignment extends across territory encompassing more than one (1) zone contemplated by this Agreement, the Carrier and Organization will mutually agree on the method for assigning engineers to such service, otherwise, it will be protected by engineers on the basis of their common seniority date.

ARTICLE II - SENIORITY CONSOLIDATIONS

A. To achieve the work efficiencies and allocation of forces that are necessary to make the Kansas City Hub operate efficiently as a unified system, a new seniority district will be formed and a master Engineer Seniority Roster - UP/BLE Kansas City Merged Roster #1 will be created for engineers holding seniority in the territory comprehended by this Agreement on the effective date thereof. The new roster will be divided into four (4) zones as described in Articles I.A., I.B., I.C. and I.D. above.

B. Prior rights seniority rosters will be formed covering each of the four (4) zones outlined above. Placement on these rosters and awarding of prior rights to their respective zones shall be based on the following:

1. Zone 1 - This roster will consist of former UP engineers with prior rights on MPUL Merger 2B (Roster No 052111), CNW (Roster No. 053111), St. Joseph Union Terminal (Roster No. 057101) and Northern Kansas (Roster No. 055101) and former SPCSL engineers with rights on SPCSL (Roster No. 310101).

2. Zone 2 - This roster will consist of former UP engineers with rights on UP Eighth District (Roster No. 068101) and former SSW engineers with rights on SSW Herington (Roster No. 303101).

3. Zone 3 - This roster will consist of former UP engineers with rights on Merged 1 St. Louis (Merged Roster No. 040111) and former SSW engineers with rights on SSW Jefferson City (Roster No. 311101).

4. Zone 4 - This roster will consist of former UP engineers with prior rights on Osawatomie Merged 2A (Roster No. 054111) and former SSW engineers with rights on SSW Herington (Roster No. 303101).

C. Entitlement to assignment on the prior rights zone rosters described above shall be the canvass of the employees from the above affected former rosters contributing equity to each of such zones.

D. Engineers on the above-described newly-created prior rights zone rosters shall be integrated into one (1) common seniority roster.

E. All zone and common seniority shall be based upon each employee's date of promotion as a locomotive engineer (except those who have transferred into the territory covered by the hub and thereby established a new date). If this process results in engineers having identical common seniority dates, seniority will be determined by the age of the employees with the older employee placed first. If there are more than two (2) employees with the same seniority date, and the ranking of the pre-merged rosters would make it impossible for age to be a determining factor, a random process, jointly agreed upon by the Director of Labor Relations and the appropriate General Chairman(men), will be utilized to effect a resolution. It is understood this process for ranking employees with identical dates may not result in any employee running around another employee on his former roster.

F. Any engineer working in the territories described in Article I. on the date of implementation of this Agreement, but currently reduced from the engineers working list, shall also be given a place on the roster and prior rights. Engineers currently forced to this territory will be given a place on the roster and prior rights if so desired; otherwise, they will be released when their services are no longer required and will not establish a place on the new roster. Engineers borrowed out from locations within the hub and engineers in training on the effective date of this Agreement shall also participate in formulation of the roster described above.

G. UP engineers currently on an inactive roster pursuant to previous merger agreements shall participate in the roster formulation process described above based upon their date of seniority as a locomotive engineer.

H. With the creation of the new seniority described herein, all previous seniority outside the Kansas City Hub held by engineers inside the new hub shall be eliminated and all seniority inside the new hub held by engineers outside the hub shall be eliminated. All pre-existing prior rights, top and bottom, or any other such seniority arrangements in existence, if any, are of no further force or effect and the provisions of this Agreement shall prevail in lieu thereof. Upon completion of consolidation of the rosters and implementation of this hub, it is understood that no engineer may be forced to any territory or assignment outside the Kansas City Hub.

I. The total number of engineers on the master UP/BLE Kansas City Merged Roster #1 will be mutually agreed upon by the parties, subject to the provisions of Side Letter No. 15.

ARTICLE III - EXTRA BOARDS

A. The following extra boards shall be established to protect vacancies and other extra board work into or out of the Kansas City Hub or in the vicinity thereof. It is understood whether or not such boards are guaranteed boards is determined by the designated collective bargaining agreement.

1. Atchison - One (1) Extra Board (combination road/yard) to protect all extra service at or in the vicinity of Atchison including St. Joseph, Falls City and Union. This board will also protect work formerly performed by the Nearman coal pool. This board may not be used to provide hours of service relief of pool freight trains operating between Kansas City and Council Bluffs except in emergency, nor may it be used to provide relief of Zone 1 assignments home terminaled at Kansas City.

2. Ft. Madison - One (1) Extra Board (combination road/yard) to protect all extra service at or in the vicinity of Ft. Madison and Quincy, including Hours of Service relief in both directions.

3. Jefferson City - West - One (1) Extra Board (combination road/yard) to protect all Zone 3 vacancies headquartered at Jefferson City including vacancies created by engineers laying off while exercising "reverse logging" privileges. Local or irregular service originating at Jefferson City working west on the UP Sedalia and River Subdivisions will also be protected by this board. This board will protect extra service on assignments headquartered at Lees Summit until a Zone 3 extra board is established at Kansas City.

4. Topeka - One (1) Extra Board (combination road/yard) to protect all road and yard extra service at or in the vicinity of Topeka per Article I.B.9.b. This board will not be used to provide relief of Zone 2 assignments home terminaled at Kansas City.

5. Kansas City - One (1) Extra Board (combination road/yard) to protect each of the following:

   a. Zone 1 pool freight extra service in the Kansas City-Ft. Madison/Quincy pool so long as it remains in existence as a separate pool. This board will be headquartered in Kansas City. This board will supplement the board described in b. below.

   b. Zone 1 pool freight extra service and all other road service in Zone 1, except as otherwise provided herein. This board will be headquartered at Kansas City. This board will supplement the board described in 1. above (Atchison).

c. Zone 2 pool freight extra service and all other road service in Zone 2, except as otherwise provided herein. This board will be headquartered at Kansas City.

d. Zone 3 pool freight extra service and all other road service in Zone 3 except as otherwise provided herein. This board will be headquartered at Kansas City.

e. Zone 4 pool freight extra service and all other road service in Zone 4 except as otherwise provided herein. This board will be headquartered at Kansas City.

6. One (1) extra board (yard only) to protect all yard extra service within the Kansas City Terminal. This board will be accessed by engineers in the manner set forth in Side Letter No. 22.

B. If additional extra boards are established or abolished after the date of implementation of this Agreement, it shall be done pursuant to the terms of the designated collective bargaining agreement. When established, the Carrier shall designate the geographic area the extra board will cover.

ARTICLE IV - APPLICABLE AGREEMENT

A. All engineers and assignments in the territories comprehended by this Implementing Agreement will work under the Collective Bargaining Agreement currently in effect between the Union Pacific Railroad Company and the Brotherhood of Locomotive Engineers dated October 1, 1977 (reprinted October 1, 1991), including all applicable national agreements, the "local/national" agreement of May 31, 1996, and all other side letters and addenda which have been entered into between date of last reprint and the date of this Implementing Agreement. Where conflicts arise, the specific provisions of this Agreement shall prevail. None of the provisions of these agreements are retroactive.

B. All runs established pursuant to this Agreement will be governed by the following:

1. Rates of Pay: The provisions of the June 1, 1996 National Agreement will apply as modified by the May 31, 1996 Local/National Agreement.

2. Overtime: Overtime will be paid in accordance with Article IV of the 1991 National Agreement.

3. Transportation: When a crew is required to report for duty or is relieved from duty at a point other than the on and off duty points fixed for the service established hereunder, the Carrier shall authorize and provide suitable transportation for the crew.

NOTE: Suitable transportation includes Carrier owned or provided passenger carrying motor vehicles or taxi, but excludes other forms of public transportation.

4. Suitable Lodging: Suitable lodging will be provided by the Carrier in accordance with existing agreements.

C. Existing ID run provisions regarding overmile rate and meal allowances as contained in the current UP Kansas City to Falls City ID Agreement (Sections 3. and 4. thereof) shall apply to the through freight pools described in Articles I.A.3. (Kansas City-Ft. Madison/Quincy), I.A.4. (Ft. Madison-Chicago), and I.D.3. (Kansas City-Pratt) of this Implementing Agreement.

D. The following provisions of the former UP Eastern District Interdivisional Run Agreement dated December 16, 1971 will apply to any pre-October 31, 1985 Kansas City Hub Engineers performing service in the Kansas City to Marysville pool:

(1) Part III - Paragraph (b) dealing with overtime.

(2) Part VII - Section 5 dealing with eating en route.

E. Existing ID run provisions regarding deadhead as contained in the current UP Kansas City to Falls City ID Agreement (Section 9 thereof) shall also apply to the through freight pools described in Articles I.C.2. (Kansas City - Jefferson City), I.D.2. (Kansas City - Coffeyville/Parsons) and I.D.3. (Kansas City - Pratt).

F. Engineers in the Kansas City - Coffeyville/Parsons pool who have an engineer/train service seniority date prior to October 31, 1985, shall begin overtime at the expiration of ten (10) hours on duty. When overtime, initial terminal delay and final terminal delay accrue on the same trip, pay will be calculated pursuant to National Agreement provisions. Employees hired after October 31, 1985, shall be paid overtime in accordance with the National Rules governing same and in the same manner as previously paid on the MPUL prior to the merger.

G. The following provisions shall apply to all engineers who establish seniority in the Kansas City Hub under this Merger Implementing Agreement. It is understood these provisions shall not be applicable to engineers establishing seniority as engineer in the Hub after the effective (signature) date of this Agreement:

Engineers protecting through freight service who exceed twelve (12) hours on duty shall be paid for all time on duty in excess of 12 hours at the overtime rate of pay regardless of the district miles of the run. When overtime, initial terminal delay and final terminal delay accrue

on the same trip, pay will be calculated pursuant to National Agreement provisions.

H. Engineers will be treated for vacation, entry rates and payment of arbitraries as though all their time on their original railroad had been performed on the merged railroad. Engineers assigned to the Hub on the effective date of this Agreement (including those engaged in engineer training on such date) shall have entry rate provisions waived. Engineers hired/promoted after the effective date of the Agreement shall be subject to National Agreement rate progression provisions.

I. Engineers protecting pool freight operations on the territories covered by this Agreement shall receive continuous held-away-from-home terminal pay (HAHT) for all time so held at the distant terminal after the expiration of sixteen (16) hours. All other provisions in existing agreement rules and practices pertaining to HAHT pay remain unchanged.

J. Except where specific terminal limits have been detailed in the Agreement, is not intended to change existing terminal limits under applicable agreements.

K. Actual miles will be paid for runs in the new Kansas City Hub. Examples are illustrated in Attachment "S".

ARTICLE V - FAMILIARIZATION

A. Engineers involved in the consolidation of the Kansas City Hub covered by this Agreement whose assignments require performance of duties on a new geographic territory not familiar to them will be given full cooperation, assistance and guidance in order that their familiarization shall be accomplished as quickly as possible. Engineers will not be required to lose time or ride the road on their own time in order to qualify for these new operations.

B. Engineers will be provided with a sufficient number of familiarization trips in order to become familiar with the new territory. Issues concerning individual qualification shall be handled with local operating officers. The parties recognize that different terrain and train tonnage impact the number of trips necessary and the operating officer assigned to the merger will work with the local Managers of Operating Practices in implementing this Section. If disputes occur under this Article they may be addressed directly with the appropriate Director of Labor Relations and the General Chairman for expeditious resolution.

C. It is understood that familiarization required to implement the merger consolidation herein will be accomplished by calling a qualified engineer (or

Manager of Operating Practices) to work with an engineer called for service on a geographical territory not familiar to him.

D. Engineers hired subsequent to the effective date of this document will be qualified in accordance with current FRA certification regulations and paid in accordance with the local agreements that will cover the merged Hub.

ARTICLE VI - IMPLEMENTATION

A. The Carrier will give at least thirty (30) days' written notice of its intent to implement this Agreement.

B. 1. Concurrent with the service of its notice, the Carrier will post a description of Zones 1, 2, 3 and 4 described in Article I herein.

2. Ten (10) days after posting of the information described in B.1. above, the appropriate Labor Relations Personnel, CMS Personnel, General Chairmen and Local Chairmen will convene a workshop to implement assembly of the merged seniority rosters. At this workshop, the representatives of the Organization will construct consolidated seniority rosters as set forth in Article II of this implementing Agreement.

3. Dependent upon the Carrier's manpower needs, the Carrier may develop a pool of representatives of the Organization, with the concurrence of the General Chairmen, which, in addition to assisting in the preparation of the rosters, will assist in answering engineers' questions, including explanations of the seniority consolidation and implementing agreement issues, discussing merger integration issues with local Carrier officers and coordinating with respect to CMS issues relating to the transfer of engineers from one zone to another or the assignment of engineers to positions.

C. The roster consolidation process shall be completed in five (5) days, after which the finalized agreed-to rosters will be posted for information and protest in accordance with the applicable agreements. If the participants have not finalized agreed-to rosters, the Carrier will prepare such rosters, post them for information and protest, will use those rosters in assigning positions, and will not be subject to claims or grievances as a result.

D. Once rosters have been posted, those positions which have been created or consolidated will be bulletined for a period of seven (7) calendar days. Engineers may bid on these bulletined assignments in accordance with applicable agreement rules. However, no later than ten (10) days after closing of the bulletins, assignments will be made.

E. 1. After all assignments are made, engineers assigned to positions which require them to relocate will be given the opportunity to relocate within the next thirty (30) day period. During this period, the affected engineers may be allowed to continue to occupy their existing positions. If required to assume duties at the new location immediately upon implementation date and prior to having received their thirty (30) days to relocate, such engineers will be paid normal and necessary expenses at the new location until relocated. Payment of expenses will not exceed thirty (30) calendar days.

2. The Carrier may, at its option, elect to phase-in the actual pool consolidations which are necessary in the implementation of this Agreement. Engineers will be given ten (10) days' notice of when their specific relocation/reassignment is to occur.

ARTICLE VII - PROTECTIVE BENEFITS AND OBLIGATIONS

A. All engineers who are listed on the prior rights Kansas City Hub merged rosters shall be considered adversely affected by this transaction and consolidation and will be subject to the New York Dock protective conditions which were imposed by the STB. It is understood there shall not be any duplication or compounding of benefits under this Agreement and/or any other agreement or protective arrangement.

1. Carrier will calculate and furnish TPA's for such engineers to the Organization as soon as possible after implementation of the terms of this Agreement. The time frame used for calculating the TPA's in accordance with New York Dock will be August 1, 1996 through and including July 31, 1997.

2. In consideration of blanket certification of all engineers covered by this Agreement for wage protection, the provisions of New York Dock protective conditions relating to "average monthly time paid for" are waived under this implementing Agreement.

3. Test period averages for designated union officers will be adjusted to reflect lost earnings while conducting business with the Carrier.

4. National Termination of Seniority provisions shall not be applicable to engineers hired prior to the effective date of this Agreement.

B. 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:

1. Non-homeowners may elect to receive an "in lieu of" allowance in the amount of $10,000 upon providing proof of actual relocation.

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

3. Homeowners in Item 2 above who provide proof of a bona fide sale of their home at fair value at the location from which relocated shall be eligible to receive an additional allowance of $10,000.

   a) This option shall expire within five (5) years from date of application for the allowance under Item 2 above.

   b) Proof of sale must be in the form of sale documents, deeds, and filings of these documents with the appropriate agency.

   NOTE: All requests for relocation allowances must be submitted on the appropriate form.

4. With the exception of Item 3 above, no claim for an "in lieu of" relocation allowance will be accepted after two (2) years from date of implementation of this Agreement.

5. Under no circumstances shall an engineer be permitted to receive more than one (1) "in lieu of" relocation allowance under this Implementing Agreement.

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.

ARTICLE VIII - SAVINGS CLAUSES

A. The provisions of the applicable Schedule Agreement will apply unless specifically modified herein.

B. It is the Carrier's intent to execute a standby agreement with the Organization which represents engineers on the former St. Joseph Union Terminal. Upon execution of that Agreement, said engineers will be fully covered by this Implementing Agreement as though the Organization representing them had been signatory hereto.

C. Nothing in this Agreement will preclude the use of any engineers to perform work permitted by other applicable agreements within the new seniority districts described herein, i.e., yard engineers performing Hours of Service Law relief within the road/yard zone, pool and/or ID engineers performing

service and deadheads between terminals, road switchers handling trains within their zones, etc.

D. The provisions of this Agreement shall be applied to all engineers covered by said Agreement without regard to race, creed, color, age, sex, national origin, or physical handicap, except in those cases where a bona fide occupational qualification exists. The masculine terminology herein is for the purpose of convenience only and does not intend to convey sex preference.

ARTICLE IX - HEALTH AND WELFARE

Engineers of the former UP who are working under the collective bargaining agreement designated in Article IV.A. of this Implementing Agreement belong to the Union Pacific Hospital Association. Former SSW/SPCSL engineers are presently covered under United Health Care (former Travelers GA-23000) benefits. Upon implementation of this Agreement, said former SSW/SPCSL engineers will be granted an option to elect the health and welfare coverage provided by the designated collective bargaining agreement. Any engineer who fails to exercise such option shall be considered as having elected to retain existing coverage.

ARTICLE X - EFFECTIVE DATE

This Agreement implements the merger of the Union Pacific and SSW/SPCSL railroad operations in the area covered by Notice dated January 30, 1998.

Signed at DENVER, CO. this 2nd day of July, 1998.

FOR THE BROTHERHOOD LOCOMOTIVE ENGINEERS:

D. E. Penning
General Chairman, BLE

M. A. Young
General Chairman, BLE

D. E. Thompson
General Chairman, BLE

J. R. Koonce
General Chairman, BLE

APPROVED:

J. L. McCoy
Vice President, BLE

D. M. Hans
Vice President, BLE

FOR THE CARRIERS:

M. A. Hartman
General Director-Labor Relations
Union Pacific Railroad Co.

J. M. Raaz
Asst. Vice President-Labor Relations
Union Pacific Railroad Co.

Side Letter No. 1

July 2, 1998

MR JOHN R KOONCE
GENERAL CHAIRMAN BLE
5050 POPLAR AVE STE 601
MEMPHIS TN 38157

MR D E THOMPSON
GENERAL CHAIRMAN BLE
414 MISSOURI BLVD
SCOTT CITY MO 63780

MR D E PENNING
GENERAL CHAIRMAN BLE
12531 MISSOURI BOTTOM RD
HAZELWOOD MO 63042

MR M A YOUNG
GENERAL CHAIRMAN BLE
1620 CENTRAL AVE RM 203
CHEYENNE WY 82001

Gentlemen:

This refers to the Merger Implementing Agreement entered into this date between the Union Pacific Railroad Company, Southern Pacific Lines and the Brotherhood of Locomotive Engineers.

During our negotiations we discussed SSW ARTICLE 8 - LIFE INSURANCE, SSW ARTICLE 9 - DISABILITY INSURANCE, SPCSL ARTICLE 4 - LIFE INSURANCE and SPCSL ARTICLE 3 - DISABILITY INSURANCE of the August 1, 1995 Agreement between Southern Pacific Lines and your Organization. It was your position that coverages provided by the former agreement should be preserved for the former SSW and SPCSL engineers covered by this Implementing Agreement.

This will confirm that Carrier agreed that these insurance premiums would be maintained at current levels and would be grand fathered to those former SSW an SPCSL engineers who are covered by this Implementing Agreement and who are presently covered under those plans. These insurance premiums will be maintained at current levels for such employees for a six (6) year period commencing January 1, 1998, unless extended or modified pursuant to the Railway Labor Act.

It is understood this Agreement is made without prejudice to the positions of either party regarding whether or not such benefits are subject to preservation under New York Dock and it will not be cited by any party in any other negotiations or proceedings.

If the foregoing adequately and accurately sets forth our agreement in this matter, please so indicate by signing in the space provided for that purpose below.

Yours truly,

M. A. Hartman

M. A. Hartman
General Director - Labor Relations

AGREED:

J. R. Koonce
General Chairman, BLE

D. E. Penning
General Chairman, BLE

D. E. Thompson
General Chairman, BLE

M. A. Young
General Chairman, BLE

cc: D. M. Hahs
Vice President BLE

J. L. McCoy
Vice President BLE

Side Letter No. 2

July 2, 1998

MR JOHN R KOONCE
GENERAL CHAIRMAN BLE
5050 POPLAR AVE STE 501
MEMPHIS TN 38157

MR D E THOMPSON
GENERAL CHAIRMAN BLE
414 MISSOURI BLVD
SCOTT CITY MO 63780

MR D E PENNING
GENERAL CHAIRMAN BLE
12531 MISSOURI BOTTOM RD
HAZELWOOD MO 63042

MR M A YOUNG
GENERAL CHAIRMAN BLE
1620 CENTRAL AVE RM 203
CHEYENNE WY 82001

Gentlemen:

This refers to the Merger Implementing Agreement entered into this date between the Union Pacific Railroad Company, Southern Pacific Lines and the Brotherhood of Locomotive Engineers.

During our negotiations we discussed SSW ARTICLE 7 - VACATION and SPCSL - ARTICLE 17 - VACATION of the August 1, 1996 Agreement between Southern Pacific Lines and your Organization.

This will reflect our understanding that those former SSW and SPCSL engineers who are covered by this Implementing Agreement and who are presently covered by the above agreement provision shall be entitled to obtain the benefits of said ARTICLE 7 and ARTICLE 17 for the calendar year 1999 if said vacation is already earned under existing SSW and SPCSL agreements at the time of implementation of this Agreement. Thereafter, vacation benefits shall be as set forth in the controlling agreement on the merged territory.

If the foregoing adequately and accurately sets forth our agreement in this matter, please so indicate by signing in the space provided for that purpose below.

Yours truly,

M. A. Hartman

M. A. Hartman
General Director-Labor Relations

AGREED:

J. R. Koonce
General Chairman, BLE

D. E. Penning
General Chairman, BLE

D. E. Thompson
General Chairman, BLE

M. A. Young
General Chairman, BLE

cc: D. M. Hahs
Vice President BLE

J. L. McCoy
Vice President BLE

Side Letter No. 3

July 2, 1998

MR D E PENNING
GENERAL CHAIRMAN BLE
12531 MISSOURI BOTTOM RD
HAZELWOOD MO 63042

MR D E THOMPSON
GENERAL CHAIRMAN BLE
414 MISSOURI BLVD
SCOTT CITY MO 63780

MR JOHN R KOONCE
GENERAL CHAIRMAN BLE
5050 POPLAR AVE STE 501
MEMPHIS TN 38157

MR M A YOUNG
GENERAL CHAIRMAN BLE
1620 CENTRAL AVE RM 203
CHEYENNE WY 82001

Gentlemen:

This refers to the Merger Implementing Agreement entered into this date between Union Pacific Railroad Company, Southern Pacific Lines and the Brotherhood of Locomotive Engineers.

The parties hereto realize that the merger of the former properties into a unified system is a complex undertaking and with the changes in operations and seniority territories, employees covered by this Agreement will be required to perform service on unfamiliar territory.

Familiarization will be a large undertaking, and it is to the benefit of both parties that this process begin as soon as possible so that implementation can occur in a more orderly and rapid manner. Therefore, it is understood that Carrier may begin qualifying engineers on unfamiliar territory, to the extent it is feasible based upon operational and manpower constraints, between time of execution of this Implementing Agreement and date of implementation thereof.

It is understood that familiarization will be accomplished in accordance with Article V - Familiarization of this Agreement. Engineers making familiarization trips which involve greater mileages than their existing (pre-merger) runs will be paid actual mileage to the new objective terminal as contemplated in Article I of this Agreement. Local BLE officers will work with local Carrier officers to implement this Side Letter in the most effective manner.

If the foregoing adequately and accurately sets forth our agreement in this regard, please so indicate by signing in the space provided for that purpose below.

Yours truly,

M. A. Hartman

M. A. Hartman
General Director-Labor Relations

AGREED:

D. E. Penning
General Chairman, BLE

D. E. Thompson
General Chairman, BLE

J. R. Koonce
General Chairman, BLE

M. A. Young
General Chairman, BLE

cc: D. M. Hahs
Vice President, BLE

J. L. McCoy
Vice President, BLE

Side Letter No. 4

July 2, 1998

MR D E PENNING
GENERAL CHAIRMAN BLE
12531 MISSOURI BOTTOM RD
HAZELWOOD MO 63042

MR D E THOMPSON
GENERAL CHAIRMAN BLE
414 MISSOURI BLVD
SCOTT CITY MO 63780

MR JOHN R KOONCE
GENERAL CHAIRMAN BLE
5050 POPLAR AVE STE 501
MEMPHIS TN 38157

MR M A YOUNG
GENERAL CHAIRMAN BLE
1620 CENTRAL AVE RM 203
CHEYENNE WY 82001

Gentlemen:

This has reference to the Merger Implementing Agreement for the Kansas City Hub entered into this date.

During our negotiations there was considerable discussion surrounding the operational changes resulting from a merger of UP/SSW/SPCSL operations. Specifically, it was your observation that the merged operation might possibly require an increased amount of transporting of engineers, and your Organization has concerns regarding the quality of the vehicles presently used for transporting engineers, as well as the drivers of said vehicles.

It was Carrier's position that there are existing procedures available to resolve any complaints regarding deficiencies in crew transportation and, as such, this was not a proper topic for inclusion in a Merger Implementing Agreement.

Without prejudice to the positions of the respective parties as set forth above, the Carrier believes it is in the best interests of all parties that routine, unannounced safety audits of crew transportation contractors be conducted, and that a process be established for prompt investigation and, if necessary, resolution of complaints of specific instances of deficiencies in this area. In this regard, this will confirm my advice given you during our negotiations that Carrier agreed it would direct its designated manager to contact a Local Chairman to be designated by your Organization for the purpose of scheduling and conducting field safety audits of transportation contractors in the hub. These safety audits will include, but not be limited to, inspection of vehicles, unannounced rides, interviewing crews, and meeting drivers. These safety audits will be performed no less frequently than quarterly.

If issues are raised by the safety audits which cannot be resolved to the satisfaction of your Organization, they may be referred to the appropriate Labor Relations Officer by the General Chairman for discussion in conference at the earliest possible date to seek a resolution. The conference will include the appropriate General Manager or his designate.

Respectfully,

M. A. Hartman

M. A. Hartman
General Director-Labor Relations

Side Letter No. 5

July 2, 1998

MR D E PENNING
GENERAL CHAIRMAN BLE
12531 MISSOURI BOTTOM RD
HAZELWOOD MO 63042

MR D E THOMPSON
GENERAL CHAIRMAN BLE
414 MISSOURI BLVD
SCOTT CITY MO 63780

MR JOHN R KOONCE
GENERAL CHAIRMAN BLE
5050 POPLAR AVE STE 501
MEMPHIS TN 38157

MR M A YOUNG
GENERAL CHAIRMAN BLE
1620 CENTRAL AVE RM 203
CHEYENNE WY 82001

Gentlemen:

This refers to the Merger Implementing Agreement for the Kansas City Hub entered into this date.

During our execution of this Agreement, it was understood that the parties may discover errors or omissions relating to mile post designations, crew district mileages, etc. It is not the intent of either party to hold the other party to such items simply because there was simply not time to verify them for accuracy.

If the foregoing adequately and accurately describes our agreement in this matter, please so indicate by signing in the space provided for that purpose below.

Yours truly,

M. A. Hartman
General Director-Labor Relations

AGREED:

D. E. Penning
General Chairman, BLE

D. E. Thompson
General Chairman, BLE

J. R. Koonce
General Chairman, BLE

M. A. Young
General Chairman, BLE

cc: D. M. Hans
Vice President, BLE
J. L. McCoy
Vice President, BLE

Side Letter No. 6

Side Letter No. 6

July 2, 1998

MR D E PENNING
GENERAL CHAIRMAN BLE
12531 MISSOURI BOTTOM RD
HAZELWOOD MO 63042

MR D E THOMPSON
GENERAL CHAIRMAN BLE
414 MISSOURI BLVD
SCOTT CITY MO 63780

MR JOHN R KOONCE
GENERAL CHAIRMAN BLE
5050 POPLAR AVE STE 501
MEMPHIS TN 38157

MR M A YOUNG
GENERAL CHAIRMAN BLE
1620 CENTRAL AVE RM 203
CHEYENNE WY 82001

Gentlemen:

This refers to the Merger Implementing Agreement for the Kansas City Hub, and specifically to Article I.A.3. regarding repositioning engineers from one away-from-home terminal to another. Such handling will be subject to the following conditions:

1. Engineers may be deadheaded prior to the tie-up after the initial trip.

   Example: An engineer runs from Kansas City to Ft Madison. He can be deadheaded from Ft. Madison to Quincy for tie-up at Quincy from his original trip from Kansas City.

2. Engineers may also be deadheaded after tie-up and rest after the initial trip.

   Example: An engineer runs from Kansas City to Ft. Madison and ties up. After rest, he can be deadheaded from Ft. Madison to Quincy for a trip from Quincy to Kansas City.

   a. This handling can only occur when there are no rested engineers at Quincy to protect the service from Quincy to Kansas City, i.e., it is not permissible to deadhead an engineer to a different away-from-home terminal for additional rest, but only for a return trip to the home terminal.

3. Engineers will not be deadheaded by train between one away-from-home terminal to another away-from-home terminal. Other forms of transportation will be used.

4. Engineers hired prior to implementation of this Agreement will be paid highway miles for the deadhead portion of the trip and engineers hired subsequent to the implementation will be paid actual time for the deadhead portion of the trip.

5. Once deadheaded between the two away-from-home terminals an engineer will not be deadheaded back except in an emergency situation such as a flood or a major derailment.

6. It is not the intent of this Agreement to "double deadhead" engineers. If double deadheaded, then the engineer will be paid district miles for the second deadhead. A "double deadhead" in this instance is when an engineer is deadheaded from one-away-from-home terminal to another away-from-home terminal and then deadheaded back to the home terminal.

7. Engineers arriving at the away-from-home terminal by train and instructed to deadhead to another away-from-home terminal will remain on terminal time (if applicable) until they are in the vehicle to transport them to the other away-from-home terminal.

8. It is understood the provisions set forth above shall also apply to the Kansas City-Council Bluffs/Des Moines pool, and these provisions shall supersede pre-existing agreements and/or practices regarding transporting crews between Council Bluffs and Des Moines. Nothing in this Side Letter may be construed to permit transporting away-from-home terminal crews between Council Bluffs/Des Moines and Ft. Madison/Quincy.

If the foregoing adequately and accurately sets forth agreement in this matter, please so indicate by signing in the space provided for that purpose below.

Yours truly,

M. A. Hartman

M. A. Hartman
General Director-Labor Relations

AGREED:

D. E. Penning
General Chairman, BLE

D. E. Thompson
General Chairman, BLE

J. R. Koonce
General Chairman, BLE

M. A. Young
General Chairman, BLE

cc: D. M. Hahs
Vice President BLE

J. L. McCoy
Vice President BLE

Side Letter No. 7

July 2, 1998

MR D E PENNING
GENERAL CHAIRMAN BLE
12531 MISSOURI BOTTOM RD
HAZELWOOD MO 63042

MR D E THOMPSON
GENERAL CHAIRMAN BLE
414 MISSOURI BLVD
SCOTT CITY MO 63780

MR JOHN R KOONCE
GENERAL CHAIRMAN BLE
5050 POPLAR AVE STE 501
MEMPHIS TN 38157

MR M A YOUNG
GENERAL CHAIRMAN BLE
1620 CENTRAL AVE RM 203
CHEYENNE WY 82001

Gentlemen:

This refers to the Merger Implementing Agreement for the Kansas City Hub entered into this date.

In Side Letter No. 16 of the St. Louis Hub Merger Implementing Agreement and referenced in Article I.B.3.a. of Kansas City Hub Merger Implementing Agreement, the parties agreed to allow former UP and SSW engineers residing at or in the vicinity of Jefferson City to continue to maintain their residences at that location subject to the language of Side Letter No. 16.

The Carrier intends to have Kansas City as the home terminal for all engineers performing service in the Kansas City to Jefferson City pool. The present UP and SSW engineers at Jefferson City covered by this Agreement will be eliminated by attrition. When a former UP or SSW engineer, residing at or in the vicinity of Jefferson City, vacates his pool assignment through retirement, resignation, voluntary seniority move/relocation, etc., and it is not claimed/occupied by a prior rights Jefferson City engineer covered by this Side Letter, such position will no longer be maintained at Jefferson City but will be readvertised as having Kansas City as the designated home terminal.

Initially, upon implementation of this Agreement, the home terminal for the Kansas City to Jefferson City pool will be Jefferson City. (Note: This does not modify or nullify the provisions of Side Letter No. 23 to the St. Louis Hub Merger Implementing Agreement). Sufficient pool turns (along with extra board positions, as described below) shall be established to accommodate those engineers identified on the Attachment to this Agreement. After date of implementation, pool turns which are advertised which exceed the number necessary to fulfill this arrangement may be filled by any other Kansas City Hub engineers. Engineers residing at or in the vicinity of Kansas City who perform service in this pool will be afforded reverse lodging and HAHT privileges at Jefferson City.

An extra board will be maintained at Jefferson City to protect assignments working west in Kansas City Hub Zone 3. This extra board will be maintained at a level of no less than 30% (all fractions are rounded downward) of the number of engineers occupying pool turns and residing at Jefferson City under this attrition arrangement. If there are unfilled positions on such extra board or unfilled positions on locals or other road assignments working out of Jefferson City west, the junior engineer in the Kansas City to Jefferson City pool, residing at or in the vicinity of Jefferson City, will be required to cover such position or assignment. Nothing in this Side Letter is intended to convey the Jefferson City-West Extra board the exclusive right to protect all assignments in Zone 3.

When 51% or more of the turns in the Kansas City to Jefferson City pool are occupied by engineers who reside at or in the vicinity of Kansas City, the home terminal for the pool will become Kansas City. Once this change is effected, it shall remain at Kansas City. Engineers who continue to reside at or in the vicinity of Jefferson City will be afforded reverse lodging and HAHT privileges at Kansas City and lay off privileges at Jefferson City.

If the foregoing adequately and accurately sets forth our agreement in this matter, please so indicate by signing in the space provided for that purpose below.

Yours truly,

M. A. Hartman

M. A. Hartman
General Director-Labor Relations

AGREED:

D. E. Penning
General Chairman, BLE

D. E. Thompson
General Chairman, BLE

J. R. Koonce
General Chairman, BLE

M. A. Young
General Chairman, BLE

cc: D. M. Hahs
Vice President, BLE

J. L. McCoy
Vice President, BLE

Side Letter No. 8

July 2, 1998

MR D E THOMPSON
GENERAL CHAIRMAN BLE
414 MISSOURI BLVD
SCOTT CITY MO 63780

MR JOHN R KOONCE
GENERAL CHAIRMAN BLE
5050 POPLAR AVE STE 501
MEMPHIS TN 38157

MR D E PENNING
GENERAL CHAIRMAN BLE
12531 MISSOURI BOTTOM RD
HAZELWOOD MO 63042

MR M A YOUNG
GENERAL CHAIRMAN BLE
1620 CENTRAL AVE RM 203
CHEYENNE WY 82001

Gentlemen:

This refers to the Merger Implementing Agreement for the Kansas City Hub entered into this date.

With regard to Article II.H. of the Agreement, the following shall apply:

I. Engineers who participate in the roster formulation process for the Kansas City Hub who presently hold engine service seniority outside the Kansas City Hub will be handled as follows:

a. All engine service seniority outside the Kansas City Hub will be held in abeyance and may not be utilized for any purposes except as outlined below:

b. When subsequent implementing agreements are concluded in other hubs which encompass the seniority described in a. above, which has been held in abeyance, such seniority may be exercised in the roster formulation process for such hub(s) subject to the following limitations:

1. The exercise of such option shall be considered a seniority move and shall be at the engineer's own expense.

2. An engineer utilizing this provision to select a different hub will forfeit all seniority in the Kansas City Hub.

II. The rights set forth in (b) above may only be exercised to the extent that there is an unfilled need for engineers at such hub at the time rosters for such hub are formulated. Carrier reserves the right to limit the number of such requests made based upon manpower requirements and the number accepted will be in seniority order. In the event such move will create a shortage of engineers within the Kansas City Hub the Carrier may hold such applicant for a reasonable amount of time to allow for a replacement.

III. When all of the hubs involving engineers with former SSW and SPCSL system seniority have been completed, the Organization may serve notice upon Carrier to meet and negotiate the details surrounding a one-time "Sadie Hawkins Day" for such engineers to make one final, irrevocable move to a hub, which will be without relocation cost to the Carrier. The parties will resolve at this meeting the matters of shortages and/or surpluses in the various hubs, as well as method of seniority integration into the hub to which moving.

It is understood this Agreement is made without prejudice to the position of any party, does not constitute a precedent, and may not be cited or referred to by any party in any other negotiations or proceedings.

If the foregoing adequately and accurately sets forth our agreement in this matter, please so indicate by signing in the space provided for that purpose below.

Yours truly,

M. A. Hartman

M. A. Hartman
General Director-Labor Relations

AGREED:

D. E. Penning
General Chairman, BLE

D. E. Thompson
General Chairman, BLE

J. R. Koonce
General Chairman, BLE

M. A. Young
General Chairman, BLE

cc: D. M. Hahs
Vice President, BLE

J. L. McCoy
Vice President, BLE

Side Letter No. 9

July 2, 1998

MR D E PENNING
GENERAL CHAIRMAN BLE
12531 MISSOURI BOTTOM RD
HAZELWOOD MO 63042

MR D E THOMPSON
GENERAL CHAIRMAN BLE
414 MISSOURI BLVD
SCOTT CITY MO 63780

MR JOHN R KOONCE
GENERAL CHAIRMAN BLE
5050 POPLAR AVE STE 501
MEMPHIS TN 38157

MR M A YOUNG
GENERAL CHAIRMAN BLE
1620 CENTRAL AVE RM 203
CHEYENNE WY 82001

Gentlemen:

This refers to the Merger Implementing Agreement for the Kansas City Hub.

During our negotiations your Organization raised some concern regarding the intent of Article VIII - Savings Clauses, item C thereof. Specifically, it was the concern of some of your constituents that the language of item C might subsequently be cited to support a position that "other applicable agreements" supersede or otherwise nullify the very provisions of the Merger Implementing Agreement which were negotiated by the parties.

I assured you this concern was not valid and no such interpretation could be applied. I pointed out that item C must be read in conjunction with item A, which makes it clear that the specific provisions of the Merger Implementing Agreement, where they conflict with the basic schedule agreement, take precedence, and not the other way around.

The purpose of Item C was to establish with absolute clarity that there are numerous other provisions in the designated collective bargaining agreement, including national agreements, which apply to the territory involved, and to the extent such provisions were not expressly modified or nullified, they still exist and apply. It was not the intent of the Merger Implementing Agreement to either restrict or expand the application of such agreements.

In conclusion, this letter of commitment will confirm that the provisions of Article VIII - Savings Clauses may not be construed to supersede or nullify the terms of the Merger Implementing Agreement which were negotiated in good faith between the parties. I hope the above elaboration clarifies the true intent of such provisions.

Yours truly,

M. A. Hartman

M. A. Hartman
General Director-Labor Relations

July 2, 1998

MR D E PENNING
GENERAL CHAIRMAN BLE
12531 MISSOURI BOTTOM RD
HAZELWOOD MO 63042

MR JOHN R KOONCE
GENERAL CHAIRMAN BLE
5050 POPLAR AVE STE 501
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MR D E THOMPSON
GENERAL CHAIRMAN BLE
414 MISSOURI BLVD
SCOTT CITY MO 63780

MR M A YOUNG
GENERAL CHAIRMAN BLE
1620 CENTRAL AVE RM 203
CHEYENNE WY 82001

Gentlemen:

This refers to the Merger Implementing Agreement for the Kansas City Hub entered into this date.

Prior to implementation of this Agreement, the Carrier and Organization will schedule and convene a meeting in Kansas City, Missouri to develop equity data for roster formulation and slotting of freight pools associated with the Kansas City Hub. The results of this meeting will be appended to this Agreement prior to it being disseminated for a ratification vote.

This meeting will be conducted by Carrier Labor Relations Officers and the appropriate Local Chairmen for the territories concerned. The Carrier will provide the sources of equity data and the Local Chairmen will provide the Carrier with the necessary equity percentages for roster slotting and formulating. In the event the Local Chairmen are unable to agree upon equity percentages, the Carrier will make such determinations and will not be subject to any claims or grievances as a result thereof.

If the foregoing adequately and accurately sets forth our agreement in this matter, please so indicate by signing in the space provided for that purpose below.

Yours truly,

M. A. Hartman

M. A. Hartman
General Director-Labor Relations

AGREED:

D. E. Penning
General Chairman, BLE

D. E. Thompson
General Chairman, BLE

J. R. Koonce
General Chairman, BLE

M. A. Young
General Chairman, BLE

cc: D. M. Hahs
Vice President BLE

J. L. McCoy
Vice President BLE

July 2, 1998

MR D E PENNING
GENERAL CHAIRMAN BLE
12531 MISSOURI BOTTOM RD
HAZELWOOD MO 63042

MR JOHN R KCONCE
GENERAL CHAIRMAN BLE
5050 POPLAR AVE STE 501
MEMPHIS TN 38157

MR D E THOMPSON
GENERAL CHAIRMAN BLE
414 MISSOURI BLVD
SCOTT CITY MO 63780

MR M A YOUNG
GENERAL CHAIRMAN BLE
1620 CENTRAL AVE RM 203
CHEYENNE WY 82001

Gentlemen:

This has reference to the Merger Implementing Agreement for the Kansas City Hub entered into this date, and specifically Article VII.A.1. thereof.

During our discussions regarding the time frame for calculating TPA's, the representatives of the former SSW and SPCSL expressed the view that since all of the engineers represented by them had already received TPA's in connection with "interim protection" related to TCS cutovers, they would prefer to simply adopt those existing TPA's for purposes of application of protection under this Merger Implementing Agreement. Carrier is agreeable to this handling.

If the foregoing accurately describes our Agreement in this matter, please so indicate by signing in the space provided for that purpose below.

Yours truly,

M. A. Hartman

M. A. Hartman
General Director-Labor Relations

AGREED:

D. E. Penning
General Chairman, BLE

D. E. Thompson
General Chairman, BLE

J. R. Koonce
General Chairman, BLE

M. A. Young
General Chairman, BLE

cc: D. M. Hahs
Vice President BLE

J. L. McCoy
Vice President BLE

Side Letter No. 12

July 2, 1998

MR D E PENNING
GENERAL CHAIRMAN BLE
12531 MISSOURI BOTTOM RD
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414 MISSOURI BLVD
SCOTT CITY MO 63780

MR M A YOUNG
GENERAL CHAIRMAN BLE
1620 CENTRAL AVE RM 203
CHEYENNE WY 82001

Gentlemen:

This has reference to our negotiations covering the Merger Implementing Agreement entered into this date between the Union Pacific Railroad Company, Southern Pacific Lines and the Brotherhood of Locomotive Engineers. During these negotiations, the Organization expressed concern that engineers who expire on the Hours of Service Law would not be transported in a timely manner to the destination terminal.

This will confirm the advice given to you, i.e., that when an engineer ties up on the Hours of Service before reaching the objective terminal, the Carrier will make every reasonable effort to relieve subject engineer and transport him to the tie up point, expeditiously. The Carrier recognized the interests of the railroad and its engineers are best served when a train reaches the final terminal within the hours of service. In the event this does not occur, the Carrier is committed to relieving that engineer and providing transportation as soon as practical. It is understood that this commitment contemplates transportation in the form of passenger vehicle, and engineers shall not be transported to the tie-up point after Hours of Service tie-ups by means of train except in case of emergency or extraordinary circumstances which make providing a vehicle impossible.

In the event the Organization feels that this commitment is not being observed at a particular location, the General Chairman shall promptly contact the Director of Labor Relations in writing stating the reasons or circumstances thereof. Within ten (10) days after being contacted the Director of Labor Relations will schedule a conference between the parties to discuss the matter and seek a resolution. The conference will include the appropriate General Manager or his designate.

Yours truly,

M. A. Hartman

M. A. Hartman
General Director-Labor Relations

cc: D. M. Hahs
Vice President BLE

J. L. McCoy
Vice President BLE

July 2, 1998

MR D E PENNING
GENERAL CHAIRMAN BLE
12531 MISSOURI BOTTOM RD
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SCOTT CITY MO 63780

MR M A YOUNG
GENERAL CHAIRMAN BLE
1620 CENTRAL AVE RM 203
CHEYENNE WY 82001

Gentlemen:

This refers to the Merger Implementing Agreement entered into this date between the Union Pacific Railroad Company, Southern Pacific Lines, and the Brotherhood of Locomotive Engineers.

In our discussions regarding Article IV, this will confirm Carrier's commitment to provide copies of the designated collective bargaining agreement referenced therein to all former SSW/SPCSL and UP (former Eastern District) engineers comprehended by this Implementing Agreement at the earliest possible date, but no later than by date of implementation of this Agreement.

Yours truly,

M. A. Hartman

M. A. Hartman
General Director-Labor Relations

July 2, 1998

MR D E PENNING
GENERAL CHAIRMAN BLE
12531 MISSOURI BOTTOM RD
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414 MISSOURI BLVD
SCOTT CITY MO 63780

MR M A YOUNG
GENERAL CHAIRMAN BLE
1620 CENTRAL AVE RM 203
CHEYENNE WY 82001

Gentlemen:

This refers to the Merger Implementing Agreement for the Kansas City Hub entered into this date.

In discussing the relocation benefits in Article VII of the Agreement, we discussed the situation where an employee may desire to sell his home prior to the actual implementation of the merger. Carrier committed to you that such employee would be entitled to treatment as a "homeowner" for relocation benefits purposes provided:

1. Upon actual implementation of the Merger Implementing Agreement the engineer meets the requisite test of having been "required to relocate",

2. The sale of the residence occurred at the same location where claimant was working immediately prior to implementation, and

3. The sale of the residence occurred after the date of this Agreement.

If the foregoing adequately and accurately sets forth our agreement in this matter, please so indicate by signing in the space provided for that purpose below.

Yours truly,

M. A. Hartman

M. A. Hartman
General Director-Labor Relations

AGREED:

D. E. Penning
General Chairman, BLE

D. E. Thompson
General Chairman, BLE

J. R. Koonce
General Chairman, BLE

M. A. Young
General Chairman, BLE

cc: D. M. Hahs
Vice President BLE

J. L. McCoy
Vice President BLE

July 2, 1998

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414 MISSOURI BLVD
SCOTT CITY MO 63780

MR M A YOUNG
GENERAL CHAIRMAN BLE
1620 CENTRAL AVE RM 203
CHEYENNE WY 82001

Gentlemen:

This has reference to the Merger Implementing Agreement for the Kansas City Hub entered into this date.

During our negotiations the Organization requested a commitment from the Carrier that no engineer currently in the hub would be forced out of the hub. Carrier advised that it could not commit to this since engineers could potentially come into the hub when rosters are formulated, thereby inflating the number of engineers in the hub and creating a surplus. Therefore, in the alternative it was agreed that the total number of engineers in the Kansas City Hub upon finalization of rosters would be no less than the number in the hub on the date of this Implementing Agreement. In the event that number is exceeded because of engineers coming into the hub from other locations in line with their system seniority, the excess may be reduced by the Carrier by forcing junior surplus engineers out of the hub. In the application of this Side Letter, it is understood that engineers coming into the hub from other locations do so as a seniority move and such moves do not trigger relocation benefits. If such moves result in Carrier reducing surplus junior engineers out of the hub, such forced engineers would be eligible for relocation benefits.

If the foregoing adequately and accurately sets forth our agreement regarding this matter, please so indicate by signing in the space provided for that purpose below.

Yours truly,

M. A. Hartman

M. A. Hartman
General Director - Labor Relations

AGREED:

D. E. Penning
General Chairman, BLE

D. E. Thompson
General Chairman, BLE

J. R. Koonce
General Chairman, BLE

M. A. Young
General Chairman, BLE

cc: D. M. Hahs
Vice President BLE

J. L. McCoy
Vice President BLE

July 2, 1998

MR D E PENNING
GENERAL CHAIRMAN BLE
12531 MISSOURI BOTTOM RD
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414 MISSOURI BLVD
SCOTT CITY MO 63780

MR M A YOUNG
GENERAL CHAIRMAN BLE
1620 CENTRAL AVE RM 203
CHEYENNE WY 82001

Gentlemen:

This refers to the Merger Implementing Agreement for the Kansas City Hub entered into this date.

During our negotiations of this Hub, the parties agreed that in order to operate the large consolidated hub more efficiently, the following would apply:

1. Article 26(D) of the designated collective bargaining agreement shall remain in full force and effect except as specifically described below. The following exceptions are applicable only in the Kansas City Hub:

   a. Freight pool and extra board engineers filling regular assigned engineer vacancies standing first out on the board at time of call and after taking charge of the train will not be considered runaround when another freight pool or extra board engineer called subsequent to the first out engineer departs from a separate location ahead of the first out engineer. Separate location is defined to mean yards, tracks, or exchange points, which would require a crew van to accomplish the engineer exchange.

   NOTE: Freight pool and extra board engineers called to deadhead will continue to be exchanged with other freight pool engineers on duty in order to comply with the first-in/first-out provisions of Article 26(D) and National Railroad Adjustment Board Award No.24679, except it will not be necessary to exchange engineers when the working engineer is called to handle a train from one yard and the deadhead engineer is called to deadhead from another yard. This exception applies to all pools operating out of the Kansas City Hub.

b. Freight pool and extra board engineers filling regular assigned engineer vacancies standing first out on the board at time of call when required to relieve a train on the far side of the terminal under the "25-mile zone" provisions of this Agreement will be considered as having departed the terminal when such engineer departs in the conveyance to said train.

c. Because of recent experience with start up of new hub operations and to alleviate additional confusion during the initial three (3) pay periods after Kansas City Hub implementation, the terminal runaround rule will be suspended. No departure runarounds will be claimed during that period. Subsequent to those three (3) pay periods, all the provisions of Article 26(D) and the provisions of this Memorandum Letter of Agreement will be in full force and effect.

2. A pool freight engineer arriving at the far terminal out of position will, upon arrival at the far terminal, be placed in the same relative position on the board as the engineer held at the home terminal. If the engineer cannot be returned to the proper position because the engineer has not received the necessary Hours of Service rest, the engineer will, upon arrival at the home terminal, be placed in the same relative position on the board as the engineer held at the home terminal at the start of the previous trip.

This Memorandum Letter of Agreement is made with the understanding it is without prejudice to the positions of the respective parties and it will not be cited by any party in any other negotiation or proceeding.

If the foregoing adequately and accurately describes our agreement in this matter, please so indicate by signing in the space provided for that purpose below.

Yours truly,

M. A. Hartman

M. A. Hartman
General Director-Labor Relations

AGREED:

D. E. Penning
General Chairman, BLE

D. E. Thompson
General Chairman, BLE

J. R. Koonce
General Chairman, BLE

M. A. Young
General Chairman, BLE

cc: D. M. Hahs
Vice President BLE

J. L. McCoy
Vice President BLE

July 2, 1998

MR D E PENNING
GENERAL CHAIRMAN BLE
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414 MISSOURI BLVD
SCOTT CITY MO 63780

MR M A YOUNG
GENERAL CHAIRMAN BLE
1620 CENTRAL AVE RM 203
CHEYENNE WY 82001

Gentlemen:

This refers to the Merger Implementing Agreement for the Kansas City Hub entered into this date.

During our negotiations we discussed engineers holding seniority in the hub who were on leaves of absence for medical, union officer, carrier officer, and other such reasons. We agreed these engineers would be treated as if they were working in the craft for the purposes of roster slotting on the dovetailed roster and for prior rights purposes. As such they will be included on the new rosters with the same status they currently hold. Should they return to service as an engineer, they will be covered under the hub agreement in accordance with their seniority.

If the foregoing adequately and accurately sets forth our agreement in this matter, please so indicate by signing in the space provided for that purpose below.

Yours truly,

M. A. Hartman

M. A. Hartman
General Director-Labor Relations

AGREED:

D. E. Penning
General Chairman, BLE

D. E. Thompson
General Chairman, BLE

J. R. Koonce
General Chairman, BLE

M. A. Young
General Chairman, BLE

cc: D. M. Hahs
Vice President BLE

J. L. McCoy
Vice President BLE

July 2, 1998

MR D E PENNING
GENERAL CHAIRMAN BLE
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414 MISSOURI BLVD
SCOTT CITY MO 63780

MR M A YOUNG
GENERAL CHAIRMAN BLE
1620 CENTRAL AVE RM 203
CHEYENNE WY 82001

Gentlemen:

This refers to the Merger Implementing Agreement for the Kansas City Hub entered into this date.

During our negotiations of this Hub, the parties discussed the application of the 1946 Local Agreement in the merged territory.

Article 4, specifically, the Memorandum of Agreement entitled "Local Freight Train Service" contained in Pages 11 and 12 of the current Agreement will be interpreted and applied as follows:

The territories to which this rule applies will not be expanded by the addition of other than former MP Upper Lines territories. The Agreement will apply only to those territories (subdivisions) as described.

Additionally, the reference to "subdivisions which do not show any trains in time table," contained in Section 1 of this Memorandum, refers only to the Missouri Pacific Railroad's time table in effect on August 10, 1946.

The territories subsequently added as a result of merging with other properties will not be subject to the requirements of Section 1 of this Memorandum.

This Memorandum Letter of Agreement is made with the understanding it is without prejudice to the positions of the respective parties and it will not be cited by any party in any other negotiation or proceeding.

If the foregoing adequately and accurately describes our agreement in this matter, please so indicate by signing in the space provided for that purpose below.

Yours truly,

M. A. Hartman

M. A. Hartman
General Director-Labor Relations

AGREED:

D. E. Penning
General Chairman, BLE

D. E. Thompson
General Chairman, BLE

J. R. Koonce
General Chairman, BLE

M. A. Young
General Chairman, BLE

cc: D. M. Hahs
Vice President BLE

J. L. McCoy
Vice President BLE

Side Letter No. 19

July 2, 1998

MR D E PENNING
GENERAL CHAIRMAN BLE
12531 MISSOURI BOTTOM RD
HAZELWOOD MO 63042

MR JOHN R KOONCE
GENERAL CHAIRMAN BLE
5050 POPLAR AVE STE 501
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MR D E THOMPSON
GENERAL CHAIRMAN BLE
414 MISSOURI BLVD
SCOTT CITY MO 63780

MR M A YOUNG
GENERAL CHAIRMAN BLE
1620 CENTRAL AVE RM 203
CHEYENNE WY 82001

Gentlemen:

This refers to the Merger Implementing Agreement for the Kansas City Hub entered into this date.

During our discussions regarding Article V - Familiarization, we reviewed some of the problems experienced in implementing other hubs. A process which was adopted in the Denver and Salt Lake City Hub was introduced and the parties agreed to apply it at Kansas City. Specifically, it was agreed that during implementation of the hub engineers will not be removed from their regular assignments to become peer trainers, and any engineer required to assist an engineer on a familiarization trip will be compensated on a trip by trip basis as follows:

> *"Engineers who work their assignment (road and yard service) accompanied by an engineer taking a familiarization trip in connection with the merger shall be paid one (1) hour at the straight time rate of pay in addition to all other earnings for each tour of duty. This payment shall not be used to offset any extra board or pool freight guarantee payments."*

Engineers will be required to submit a timeslip indicating he/she was required to train another engineer and shall include the name of the engineer taking the familiarization trip on the timeslip.

It was understood the terms of this understanding shall be applicable for only the first 180 days following date of merger implementation; thereafter, existing agreement provisions will apply. This understanding is without prejudice or precedent to either party.

If the foregoing adequately and accurately sets forth our agreement in this matter, please so indicate by signing in the space provided for that purpose below.

Yours truly,

M. A. Hartman

M. A. Hartman
General Director-Labor Relations

AGREED:

D. E. Penning
General Chairman, BLE

D. E. Thompson
General Chairman, BLE

J. R. Koonce
General Chairman, BLE

M. A. Young
General Chairman, BLE

cc: D. M. Hahs
Vice President BLE

J. L. McCoy
Vice President BLE

Side Letter No. 20

July 2, 1998

MR D E PENNING
GENERAL CHAIRMAN BLE
12531 MISSOURI BOTTOM RD
HAZELWOOD MO 63042

MR JOHN R KOONCE
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414 MISSOURI BLVD
SCOTT CITY MO 63780

MR M A YOUNG
GENERAL CHAIRMAN BLE
1620 CENTRAL AVE RM 203
CHEYENNE WY 32001

Gentlemen:

This has reference to the Merger Implementing Agreement for the Kansas City Hub entered into this date, and specifically Article I.A.4.d. thereof.

While the provisions of Article I.A.4.d. contemplate that engineers displaced from Ft. Madison as the result of a cessation of operations over BNSF trackage rights would be relocated to Kansas City to exercise their hub seniority, this letter will confirm that Carrier did commit to meet and explore the possibility of integrating those engineers desiring to do so into the existing Chicago to Clinton or Clinton to Des Moines pools. This would of course require the concurrence of the involved BLE General Chairman for that territory. It is understood that any notice or negotiations conducted in this regard would not be under the governance of the commitment letters referenced in the Preamble to this Implementing Agreement.

Yours truly,

M. A. Hartman

M. A. Hartman
General Director-Labor Relations

Side Letter No. 21

July 2, 1998

MR D E PENNING
GENERAL CHAIRMAN BLE
12531 MISSOURI BOTTOM RD
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MR JOHN R KOONCE
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414 MISSOURI BLVD
SCOTT CITY MO 63780

MR M A YOUNG
GENERAL CHAIRMAN BLE
1620 CENTRAL AVE RM 203
CHEYENNE WY 82001

Gentlemen:

This refers to the Merger Implementing Agreement for the Kansas City Hub entered into this date, and particularly Article II.F.

As discussed, there are currently a group of engineers in training for Dalhart/Pratt. Under the SSW Agreement and seniority provisions, some of these trainees bid the training vacancies from Kansas City with the hope they could hold seniority in the Kansas City Hub after implementation of the merger. It was agreed that these trainees would stand to be canvassed for establishment of seniority in the Kansas City Hub if the roster sizing numbers are such that there are roster slots for them. If not, there is no requirement that they be added to the Kansas City Hub roster.

If the foregoing adequately and accurately sets forth our agreement in this matter, please so indicate by signing in the space provided for that purpose below.

Yours truly

M. A. Hartman

M. A. Hartman
General Director-Labor Relations

AGREED:

D. E. Penning
General Chairman, BLE

D. E. Thompson
General Chairman, BLE

J. R. Koonce
General Chairman, BLE

M. A. Young
General Chairman, BLE

cc: D. M. Hahs
Vice President BLE

J. L. McCoy
Vice President BLE

Side Letter No. 22

July 2, 1998

MR D E PENNING
GENERAL CHAIRMAN BLE
12531 MISSOURI BOTTOM RD
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MR JOHN R KOONCE
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3050 POPLAR AVE STE 301
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414 MISSOURI BLVD
SCOTT CITY MO 63780

MR M A YOUNG
GENERAL CHAIRMAN BLE
1620 CENTRAL AVE RM 203
CHEYENNE WY 82001

Gentlemen:

This has reference to the Merger Implementing Agreement for the Kansas City Hub entered into this date, and specifically Articles I.E.2. and III.A.3. thereof.

Extensive discussions were held regarding allocation of yard assignments and extra board work within the consolidated Kansas City Terminal. Carrier agreed to the method of work assignment described herein with the understanding that such arrangement would in no way compromise the Carrier's right to operate the Kansas City Terminal as a consolidated terminal as set forth in this Implementing Agreement, and all yard assignments may operate anywhere within the terminal without any pre-merger seniority distinctions or lines of demarcation. On this basis, it was agreed:

1. All yard assignments and extra board positions in the Kansas City Terminal shall be accessed from a dovetailed seniority roster of all engineers in the Kansas City Hub. This dovetailed roster shall identify every engineer by his zone prior rights, i.e., Zone 1, 2, 3 or 4. Engineers promoted after the date of implementation of this Agreement shall be common, i.e., no prior rights designation shall be noted on said roster.

2. At the equity workshop meeting described in Side Letter No., 10 the parties will develop prior rights percentages to yard work in Kansas City based upon the data used for all the other equity calculations under this Agreement. These percentages will distribute the equity among Zones 1, 2 and 4; Zone 3 will have no equity in the yard work in the Kansas City Terminal.

3. After the equity percentages are developed, an add/cut chart will be developed which describes the proportionate allocation of assignments (including extra board) to prior rights Zone 1, 2 and 4 engineers relative to the total of such assignments within the terminal. The proportional numbers

shall only be relevant for purposes limiting the number of prior rights engineers from each zone exercising their prior rights to such assignments; within such limitations, engineers of all the participating prior rights zones shall compete for assignments within the terminal on the basis of their relative seniority.

4. At the equity workshop meeting described in Side Letter No. 10 the parties will also agree upon the average number of assignments operated in the Kansas City Terminal during the period covered by the equity data. This number will then represent the cap or maximum number of regular assignments subject to the above arrangement. Any assignments established in excess of that number shall be filled by engineers on the basis of their common hub seniority.

5. As indicated above, the extra board described in Article III.A.3 will also be subject to the provisions of Item 3 above. However, the number of extra board positions will not exceed 25% of the number determined under Item 4 above (fractions to be rounded to the next higher number). Once this extra board cap is determined, any extra board positions in excess of that number which are maintained shall be accessed by engineers on the basis of their common hub seniority.

6. Where the above provisions conflict with the provisions of the designated collective bargaining agreement, the above provision shall prevail.

7. The parties will cooperate in meeting to resolve any unforeseen problems or issues relative to implementation of the above procedures.

If the foregoing adequately and accurately sets forth our agreement in this matter, please so indicate by signing in the space provided for that purpose below.

Yours truly,

M. A. Hartman
General Director-Labor Relations

AGREED:

D. E. Penning
General Chairman, BLE

D. E. Thompson
General Chairman, BLE

J. R. Koonce
General Chairman, BLE

M. A. Young
General Chairman, BLE

cc: D. M. Hahs
Vice President BLE

J. L. McCoy
Vice President BLE

Side Letter No. 23

July 2, 1998

MR D E PENNING
GENERAL CHAIRMAN BLE
12531 MISSOURI BOTTOM RD
HAZELWOOD MO 63042

MR JOHN R KOONCE
GENERAL CHAIRMAN BLE
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414 MISSOURI BLVD
SCOTT CITY MO 63780

MR M A YOUNG
GENERAL CHAIRMAN BLE
1620 CENTRAL AVE RM 203
CHEYENNE WY 82001

Gentlemen:

This has reference to the Merger Implementing Agreement for the Kansas City Hub entered into this date, and specifically Article I.B.2.

Much discussion occurred surrounding SSW asserted rights to equity in Zone 2 as a result of train changes related to the discontinuance of operations over the Pueblo Line. Without otherwise commenting upon the positions of the respective committees regarding this matter, suffice it to state the Carrier agreed to the following arrangement proffered by the Organization:

> When rosters are formulated and engineers are canvassed, there will be five (5) positions opened on the Zone 2 prior rights roster for former SSW engineers. (The 5th slot represents the former SSW equity on a yard assignment at Topeka). The senior SSW engineers desiring such Zone 2 roster slots shall be placed on such roster in accordance with their seniority and shall establish prior rights in Zone 2 by virtue thereof. If any or all of said proffered roster slots in Zone 2 go unclaimed, they shall be extinguished and no further right to make claim to them shall exist. It is understood that none of the provisions of this implementing agreement may be construed to allow more than five (5) former SSW engineers to acquire a prior rights slot on the Zone 2 roster.

If the foregoing adequately and accurately sets forth our agreement in this matter, please so indicate by signing in the space provided for that purpose below.

Yours truly,

M. A. Hartman

M. A. Hartman
General Director-Labor Relations

July 2, 1998

MR D E PENNING
GENERAL CHAIRMAN BLE
12531 MISSOURI BOTTOM RD
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SCOTT CITY MO 63780

MR M A YOUNG
GENERAL CHAIRMAN BLE
1620 CENTRAL AVE RM 203
CHEYENNE WY 82001

Gentlemen:

This has reference to the Merger Implementing Agreement for the Kansas City Hub entered into this date.

Much discussion occurred surrounding certain calling procedures and other local provisions, such as "Sadie Hawkins Days", applicable to former UP 8th District Engineers performing service in the Kansas City to Marysville pool prior to implementation of this Agreement.

Without prejudice or precedent the Carrier agreed to meet, post implementation, to review the above referred-to items to consider whether to adopt any of these former provisions to Zone 2 and/or the entire Kansas City Hub.

Yours truly,

M. A. Hartman

M. A. Hartman
General Director-Labor Relations

cc: D.M. Hahs
Vice President - BLE
J.L. McCoy
Vice President - BLE

AGREED:

D. E. Penning
General Chairman, BLE

D. E. Thompson
General Chairman, BLE

J. R. Koonce
General Chairman, BLE

M. A. Young
General Chairman, BLE

cc: D. M. Hahs
Vice President BLE

J. L. McCoy
Vice President BLE

Side Letter No. 25

July 2, 1998

MR D E PENNING
GENERAL CHAIRMAN BLE
12531 MISSOURI BOTTOM RD
HAZELWOOD MO 63042

MR D E THOMPSON
GENERAL CHAIRMAN BLE
414 MISSOURI BLVD
SCOTT CITY MO 63780

MR JOHN R KOONCE
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5050 POPLAR AVE STE 501
MEMPHIS TN 38157

MR M A YOUNG
GENERAL CHAIRMAN BLE
1620 CENTRAL AVE RM 203
CHEYENNE WY 82001

Gentlemen:

This has reference to the Merger Implementing Agreement for the Kansas City Hub entered into this date.

Upon implementation of this Agreement, and after all assignments have been made in connection therewith, those former SPCSL Engineers who remained at Ft. Madison or continued working between Ft. Madison and Chicago (including Chicago) and who did not relocate to Kansas City will receive a one (1) time in-lieu relocation payment in the gross amount of $3,500.00. Acceptance of this payment constitutes a waiver of all claims or grievances in connection with the elimination of Quincy as a home terminal for pool operations.

The parties hereto acknowledge this arrangement is made without prejudice or precedent and on a not-to-be cited basis.

The terms of this Side Letter are unrelated to and independent of the provisions set forth in Articles I.A.4.c. and I.A.4.d., and shall not have the effect of reducing or negating such provisions.

If the foregoing adequately and accurately sets forth our agreement in this matter, please so indicate by signing in the space provided for that purpose below.

Yours truly,

M. A. Hartman

M. A. Hartman
General Director-Labor Relations

AGREED:

D. E. Penning
General Chairman, BLE

D. E. Thompson
General Chairman, BLE

J. R. Koonce
General Chairman, BLE

M. A. Young
General Chairman, BLE

cc: D. M. Hahs
Vice President BLE

J. L. McCoy
Vice President BLE

QUESTIONS AND ANSWERS - KANSAS CITY HUB

ARTICLE I - WORK AND ROAD POOL CONSOLIDATION

Q.1. What is the impact of the terminal operations at terminals where both the former UP and SSW/SPCSL had yards/terminal operations being "consolidated into a single operation"?

A.1. In a consolidated terminal, all road crews can receive/leave their trains at any location within the boundaries of the new consolidated Terminal and may perform work anywhere within those boundaries pursuant to the applicable collective bargaining agreement. The Carrier will designate the on/off duty points for road crews. All rail lines, yards, and/or sidings within the Terminal are considered as common to all crews working in, into and out of the Terminal and all road crews may perform all permissible road/yard moves pursuant to the applicable collective bargaining agreements.

Q.2. Is it the intent of this agreement to use engineers beyond the 25-mile zone?

A.2. No.

Q.3. Since the 25-mile zone provisions specify that engineers may be called to receive "the train for which they were called", does this preclude their use under such 25-mile zone provision for any other train?

A.3. Yes, unless other pre-existing local agreements or practices permit otherwise.

Q.4. What is intended by the words "at the basic pro rata through freight rate" as used in this Agreement?

A.4. Payment would be at the high (unfrozen) through freight rate of pay which is applicable to the service portion of the trip.

Q.5. How will initial terminal delay be determined when performing service as in the 25-mile zone?

A.5. Initial terminal delay for engineers entitled to such payments will be governed by the applicable collective bargaining agreement and will not commence when a crew operates back through the on-duty point. Operation back through the on-duty point shall be considered as operating through an intermediate point.

Q.6. How is a crew which received their train in the twenty-five (25) mile zone on the far side of the terminal compensated?

A.6. When so used, the crew shall be paid an additional one-half (½) basic day at the basic pro rata through freight rate for this service in addition to the district miles of the run. If the time spent beyond the terminal is greater than four (4) hours, they shall be paid on a minute basis at the basic pro rata through freight rate. Miles within the 25-mile zone shall not be added to the district miles of the run. Time spent within the zone does not factor into the computation of overtime; however, if the time spent within the zone, if factored into the computation of overtime, would produce road overtime earnings for the tour of duty in excess of the minimum four (4) hour payment, the higher overtime earnings would apply.

Q.7. If a crew in the twenty-five (25) mile zone is delayed in bringing the train into the origin terminal so that it does not have time to go to the destination terminal, what will happen to the crew?

A.7. If the crew had operated back through the origin terminal, they will be transported to the destination terminal, unless emergency conditions (i.e., acts of God, derailment, etc.) prevent such, and be paid district miles, overtime where applicable and a minimum of four (4) hours at the basic pro rata through freight rate.

Q.8. In regards to Question 6 above. What happens if a crew in the twenty-five (25) mile zone is delayed and does not depart the origin terminal a second time?

A.8. If the crew origin terminal is the home terminal will be released at the origin terminal and paid a basic day, including overtime when applicable, in addition to the minimum of four (4) hours at the basic pro rata through freight rate for working the 25-mile zone. If the origin terminal is the away terminal, the crew will be deadheaded to the destination terminal, except in cases of emergency (i.e., Acts of God, derailment, etc.).

Q.9. Is it the intent of this agreement to use engineers in the 25-mile zone if not qualified to operate on that territory?

A.9. No. It is not the intent of this agreement to require engineers to operate against their will within the 25-mile zone if not familiar with such territory.

Q.10. Do the 25-mile zone provisions, including the pay provisions thereof, apply to all engineers?

A.10. These provisions apply equally to pre-1985 engineer, post-1985 engineers, and engineers hired/promoted subsequent to the provisions of this agreement.

Q.11. Is the ½ day at the basic pro rata through freight rate for operating in the 25-mile zone frozen and/or is it a duplicate payment/special allowance?

A.11. No, it is subject to future wage adjustments and it is not a duplicate pay/special allowance.

Q.12. At locations common to other hubs, such as Jefferson City, Wichita, Winfield, etc., is it understood that the right of a Kansas City Hub engineer to reach out 25 miles beyond the terminal to provide Hours of Service relief under the 25-mile zone provisions of this Agreement is dependent upon reciprocal 25-mile zone agreements in those hubs?

A.12. Yes.

Q.13. When an engineer is used for hours of service relief at the away from home terminal pursuant to this Agreement may he be used to provide relief for more than one train?

A.13. No. When the engineer returns to the away from home terminal after performing hours of service relief (on only one train) he will stand first out upon arrival subject to rest and he shall next be either deadheaded or perform actual service to the home terminal.

Q.14. What does the phrase "interchange rules are not applicable for intra-carrier moves within the terminal" mean?

A.14. This refers to movements between locations, points or yards of the former pre-merger roads (i.e., UP, SP, DRGW, SSW and SPCSL). Interchange rules do not apply to such movements.

Q.15. In Article I.A.9 it is provided that local assignments, assigned freight service, and any other irregular assignments will be protected by prior rights Zone 1 engineers from the Kansas City Hub "on a prior rights basis." What happens when such service is advertised and goes no bid?

A.15. The vacancy would be filled by engineers holding seniority in the terminal. For example, such work would be protected by the OMC at Council Bluffs.

Q.16. Carrier and the Organization on the former Eastern District have entered into an agreement providing for the establishment of RSS assignments at Marysville, which will be under the ED Agreement at that location. Are any such RSS jobs at Marysville to be treated the same as the Jeffrey Energy Pool assignments for purposes of application of the grandfather provisions of Article I.B.8.?

A.16. Yes.

Q.17. With regard to Article I.B.3., is it intended that the attrition of the Jeffrey Energy Pool assignments to the UP 18th District would be applied to force a prior rights former 8th District engineer out of Marysville?

A.17. No.

Q.18. With regard to Article I.B.8.a., if an engineer who was awarded prior rights to the Jeffrey Energy Pool assignments subsequently bid off or was reduced from such assignments, is he precluded from later reasserting his prior rights seniority to such assignments?

A.18. No.

Q.19. Are there any circumstances under which a former UP 8th District engineer would be entitled to relocation benefits from one location to another location within Zone 2?

A.19. Since Marysville, Topeka and Kansas City were all within the same seniority district pre-merger, and are retained/prior righted post-merger, not basis for relocation benefits could be established.

Q.20. Even though under Article I.A.11.b. the extra board at Atchison is not included in the prior rights arrangements at Atchison/St. Joseph, would a prior righted Atchison or St. Joseph engineer forfeit their prior rights under Article I.A.11.a. if they bid in the extra board?

A.20. No.

Q.21. After the six (6) year period in Article I.A.4.c. has expired, what application does Article I.A.4.d. have if the Carrier elects to phase out its use of BNSF trackage rights on a gradual basis rather than on an immediate basis?

A.21. It is not intended that Carrier may circumvent the provisions of Article I.A.4.d. by implementing a plan to discontinue such trackage rights operations on a phased in basis. While the specific facts of the case will speak for themselves, it is undisputed that the intent of the parties is to afford relocation benefits to engineers forced to

relocate to nsas City as a direct result of dis ntinuance of exercise of the trackage rights operations.

ARTICLE II - SENIORITY CONSOLIDATIONS

Q.1. What is the status of pre-October 31, 1985 trainmen/firemen seniority?
A.1. Trainmen/firemen seniority will be in negotiations/arbitration with the appropriate Organization. Employees will be treated as firemen should they not be able to hold as an engineer. Those currently "treated as" will continue such status.

Q.2. What is the status of post-October 31, 1985 trainmen/firemen seniority?
A.2. A post-October 31, 1985 engineer will exercise their seniority as a trainman/fireman in accordance with the applicable agreements should they not be able to hold as an engineer.

ARTICLE III - EXTRA BOARDS

Q.1. Will extra boards established under this section be confined to protecting extra work exclusively within the zone in which established?
A.1. All extra boards will only protect extra work within one zone. After implementation, should the Carrier desire to establish extra boards which protect extra work in more than one zone, this will be done pursuant to the existing collective bargaining agreement, and the parties must reach agreement as to how engineers from the zones involved will be allowed to exercise seniority to such extra board(s). Failure to reach such agreement, common seniority will be used.

Q.2. Are these guaranteed extra boards?
A.2. The provisions of the designated collective bargaining agreement shall apply.

Q.3. In Article III.A.1. referring to use of the Atchison Extra Board for Hours of Service relief, what does "except in emergency" mean?
A.3. The order of providing Hours of Service relief would be use of a rested away-from-home pool engineer on a straightaway move or the protecting extra board at Kansas City, including the supplementing extra board described in Article III.A.5.a. If all these sources are exhausted, the Atchison Extra Board could be used in order to move the train.

ARTICLE IV - APPLICABLE AGREEMENTS

Q.1. When the Merger Implementing Agreement becomes effective what happens to existing claims previously submitted under the prior agreements?
A.1. The existing claims shall continue to be handled in accordance with the former agreements and the Railway Labor Act. No new claims shall be filed under those former agreements once the time limit for filing claims has expired.

Q.2. Under Article IV.G., is it the intent that an engineer may receive duplicate compensation under this provision and some other agreement rule, such as deadhead provisions?
A.2. No.

ARTICLE V - FAMILIARIZATION

Q.1. An engineer who makes familiarization trips only on the portion of the geographic territory where he intends to work may later exercise to another part of the territory with which he is not familiar. Does this Agreement apply to the necessary additional familiarization trips?

A.1. Yes, no matter how much time has elapsed from date of implementation of this Agreement.

Q.2. Who will approve an engineer as being properly familiarized on a new territory?

A.2. An engineer will not be considered qualified on a new territory until check ride is given by the designated Carrier officer as per the requirements of 49 CFR, Parts 240.127 and 240.129.

Q.3. May a brakeman, conductor, other employee not specified in the Agreement be used to familiarize an engineer on an unfamiliar geographic territory?

A.3. No.

Q.4. If an unqualified extra engineer stands first out for an assignment and the next extra engineer is qualified, may the first out extra engineer be run-around?

A.4. No. The first out extra engineer will be called for the assignment and the next out engineer qualified will be called to act as a pilot.

Q.5. How shall a qualified engineer used as pilot be compensated?

A.5. The same as if he had operated the train.

ARTICLE VI - IMPLEMENTATION

Q.1. How will Local Chairmen assisting in the implementation process be treated for protection purposes?

A.1. Local Chairmen assisting the Carrier in implementing the Agreement shall be paid the greater of their earnings or their protection. While assisting the Carrier in the implementation process they shall be governed by basic New York Dock protection reduction principals when laying off (other than company service while assisting in implementation) or absent for any reasons. They will not be required to occupy the higher rated job or position during implementation period.

ARTICLE VII - PROTECTIVE BENEFITS AND OBLIGATIONS

Section A:

Q.1. How will test period earnings be calculated for employees returning to service following extended absence (a period of one year or more)?

A.1. Their test period earnings will be the average of the test period earnings of the two (2) employees below and two (2) employees above on the pre-merger rosters working in the same class of service.

Q.2. How will test period earnings be calculated for part time union officers?

A.2. In the same manner as question 1, Answer 1 above.

Q.3. How does the Carrier calculate test period earnings if, during the last twelve (12) months, an employee has missed two (2) months compensated service?

A.3. The Carrier will go back fourteen (14) months (or however many months necessary) to calculate the test period earnings based on twelve (12) months compensated service.

Q.4. How will an employee be advised of his test period earnings?

A.4. Test periods will be furnished to each individual and their appropriate General Chairman.

Q.5. An employee is off one or more days of a month in the test period account of an on-duty personal injury. Will that month be used in computing test period averages?

A.5. Yes, if the employee performed other compensated service during the month.

Q.6. An engineer protects an extra board which pays a bonus day to an employee who stays marked up on the board for the entire pay period. Is this payment included in calculation of test period earnings?

A.6. Yes.

Q.7. Is vacation pay received during the test period considered as compensation?

A.7. Yes.

Q.8. If an engineer is on vacation the entire month and the vacation pay therefor is less than his TPA, would he be entitled to draw a displacement for the difference?

A.8. Yes.

Q.9. How is length of service calculated?

A.9. It is the length of continuous service an employee has in the service of the Carrier, as defined in the Washington Job Protection Agreement of 1936.

Q.10. If an employee has three years of engine service and three years of train service, how many years of protection will they have?

A.10. Six.

Q.11. Claims for a protection guarantee are subject to offset when an employee is voluntarily absent. How are such offsets computed?

A.11. A prorated portion of the guarantee is deducted for each twenty-four (24) hour period or portion thereof. The proportion varies depending on the number of days in the month and the rest days of a regularly assigned employee. For example, in a thirty (30) day month, the through freight deduction would be 1/30th. For an employee assigned to a six (6) day local, the proration would be 1/26th or 1/27th, depending on how rest days fall. For an unassigned yard employee, the proration would be anywhere from 1/20th to 1/24th, depending on how the rest days fall. A deduction will not be made for an employee required to lay-off due to mileage regulations.

Q.12. An employee assigned to the extra board lays off for one day. During the period of lay-off, he would not have otherwise had a work opportunity. What offset should be made in the employee's protective claim?

A.12. A pro rata portion of the guarantee is deducted, such proportion depending on the number of days in the month, i.e., 1/28th, 1/29th, 1/30th or 1/31st. [Except mileage regulation lay-off].

Q.13. What prorated portion of a protection guarantee will be deducted for an employee working on a guaranteed extra board whereon such employee is entitled to lay off up two (2) days per month without deduction of the extra board guarantee?

A.13. No deduction will be made from the protection guarantee for the first two (2) days of layoff during the month. Layoffs in excess of two (2) will result in a prorated deduction from the protection guarantee on the basis of the number of days in the month for each day of layoff in excess of two. [Except mileage regulation lay-off.]

Q.14. How will employees know which jobs are higher rated?

A.14. The Carrier will periodically post job groupings identifying the highest to lowest paid jobs.

Q.15. Will specific jobs be identified in each grouping?

A.15. Pools, locals and extra boards, with different monetary guarantees, may be identified separately but yard jobs and road switchers will not be.

Q.16. What rights does an employee have if he is already covered under labor protection provisions resulting from another transaction?

A.16. Section 3 of New York Dock permits employees to elect which labor protection they wish to be protected under. By agreement between the parties, if an employee has three years remaining due to the previous implementation of Interdivisional Service the employee may elect to remain under that protection for three years and then switch to the number of years remaining under New York Dock. If an employee elects New York Dock then he/she cannot later go back to the original protection even if additional years remain. It is important to remember that an employee may not receive duplicate benefits, extend their protection period or count protection payments under another protection provision toward their test period average for this transaction.

Q.17. Will the Carrier offer separation allowances?

A.17. The Carrier will review its manpower needs at each location and may offer separation allowances if the Carrier determines that they will assist in the merger implementations. Article I Section 7 of New York Dock permits an employee that is "dismissed" as defined by New York Dock to request a separation allowance within seven days of his/her being placed in dismissed status in lieu of all other benefits.

Q.18. Does an employee who elects to exercise his seniority outside the Kansas City Hub and not participate in the formulation of rosters for the new Kansas City Hub qualify for wage protection?

A.18. The certification agreed to under Article VII applies only to those employees who are slotted on the newly formed Kansas City Hub rosters.

Q.19. In applying the "highest rated job" standard to a protected employee, may the Carrier require an employee to take a higher rated job (or use those earnings as an offset against the protection guarantee) which would require a change in residence?
A.19. No, unless the job is protected from that source of supply point.

Section B:

Q.1. Who is required to relocate and is thus eligible for the allowance?
A.1. An engineer who can no longer hold a position at his location and must relocate to hold a position as a result of the merger. This excludes engineers who are borrow outs or forced to a location and released.

Q.2. Are there mileage components that govern the eligibility for an allowance?
A.2. Yes, the engineer must have a reporting point farther than his old reporting point and at least 30 miles between the current home and the new reporting point and at least 30 miles between reporting points.

Q.3. Can you give some examples?
A.3. The following examples would be applicable.

Example 1: Engineer A lives 30 miles east of Kansas City and works a yard assignment at Kansas City. As a result of the merger, he is assigned to a yard job with an on duty at Lee's Summit. Because his new reporting point is closer to his place of residence no relocation allowance is given.

Example 2: Engineer B lives 35 miles east of Kansas City and goes on duty at the SP yard office in Kansas City. As a result of the merger he goes on duty at the UP yard office in Kansas City which is one mile away. No allowance is given.

Example 3: Engineer C lives in Ft. Madison and is unable to hold an assignment at that location and must place on an assignment at Kansas City. The engineer meets the requirement for an allowance and whether he is a homeowner, a homeowner who sells their home or a non-homeowner determines the amount of the allowance.

Example 4: Engineer D lives in Ft. Madison and can hold an assignment in Ft. Madison but elects to place on an assignment at Kansas City. Because the engineer can hold in Ft. Madison, no allowance is given.

Q. 4. Why are there different dollar amounts for non-home owners and homeowners?
A. 4. New York Dock has two provisions covering relocating. One is Article I Section 9 Moving expenses and the other is Section 12 Losses from home removal. The $10,000 is in lieu of New York Dock moving expenses and the additional $10,000 or $20,000 is in lieu of loss on sale of home.

Q. 5. Why is there a set amount offered on loss on sale of home?
A. 5. It is an in lieu of amount. Engineers have an option of electing the in lieu of amount or claiming New York Dock benefits. Some people may not experience a loss on

sale of home or may not want to go through the procedures to claim the loss under New York Dock.

Q. 6. What is loss on sale of home for less than fair value?
A. 6. This refers to the loss on the value of the home that results from the Carrier implementing this merger transaction. In many locations the impact of the merger may not affect the value of a home and in some locations the merger may affect the value of a home.

Q. 7. Can you give an example?
A. 7. Prior to the merger announcement a home was worth $60,000. Due to numerous employees transferring from a small city the value drops to $50,000. Upon approval of the sale by the Carrier employee is entitled to $10,000 under Section 12 and the expenses provided under Section 9, or the owner can claim the in lieu of amount of $30,000.

Q. 8. If the parties cannot agree on the loss of fair value what happens?
A. 8. New York Dock Article I Section 12 (d) provides for a panel of real estate appraisers to determine the value before the merger announcement and the value after the merger transaction.

Q. 9. What happens if an employee sells a home valued at $50,000 for $20,000 to a family member?
A. 9. That is not a bona fide sale and the employee would not be entitled to either an in lieu of payment or a New York Dock payment for the difference below the fair value.

Q. 10. What is the most difficult part of New York Dock in the sale transaction?
A. 10. Determine the value of the home before the merger transaction. While this can be done through the use of professional appraisers, many people think their home is valued at a different amount.

Q.11. Must SPCSL engineers and SSW Jefferson City engineers be forced to an assignment to be eligible for relocation benefits?
A.11. No, since they must relocate (except those Jefferson City engineers electing the benefits of Side Letter No. 7) to Kansas City, they make application for other assignments.

Q.12. Are there any seniority moves that are eligible for an allowance?
A.12. Yes. A seniority move that permits another employee who would have otherwise been forced to move to remain at the same location will be eligible for an allowance. The move may not trigger other relocation allowances.

SIDE LETTER NO. 2

Q. 1. Will an engineer gain or lose vacation benefits as a result of the merger?
A. 1. SSW/SPCSL engineers will retain the number of weeks vacation earned for 1998 and 1999 that they would have earned under their previous vacation agreement. Beginning with the 2000 calendar year they will be treated as if they had always been a UP engineer and will earn identical vacation benefits as a UP engineer who had the same hire date and same work schedule.

Q. 2. When the agreement is implemented, which vacation agreement will apply?
A. 2. The vacation agreements used to schedule vacations for 1998 will be used for the remainder of 1998 and in 1999.

Q. 3. Will personal leave be applicable to SSW/SPCSL engineers in 1998?
A. 3. Personal leave days for SSW/SPCSL engineers will apply effective January 1, 1999. The number of personal leave days applicable to SSW/SPCSL engineers in 1998 will be prorated based upon actual implementation date.

MILEAGE OF RUNS
ATTACHMENT "B"

Kansas City to Council Bluffs (via Falls City)	204
Kansas City to Des Moines (former CNW)	221
Kansas City to Ft. Madison	225
Kansas City to Quincy	210
Kansas City to Marysville	147
Kansas City to Jefferson (via River Sub)	162
Kansas City to Jefferson City (via Sedalia)	154
Kansas City to Wichita (via BNSF trackage/El Dorado)	197
Kansas City to Wichita (via BNSF trackage/Peabody)	197
Kansas City to Wichita (via BNSF trackage/Newton)	215
Kansas City to Winfield (via BNSF trackage)	215
Kansas City to Coffeyville	190
Kansas City to Pratt (via Hutchinson)	268
Ft. Madison to Chicago (IHB)	230
Quincy to Chicago (IHB)	265

All mileages shown are approximations and are subject to final verification.

EXHIBIT D
PAGE 85 OF 91

ATTACHMENT "C"

POOL ALLOCATION

Kansas City - Jefferson City Pool (__turns); former UP _____%; former SSW _____%.

1.	UP	11.	UP
2.	SSW	12.	SSW
3.	UP	13.	UP
4.	SSW	14.	SSW
5.	UP	15.	UP
6.	SSW	16.	SSW
7.	UP	17.	UP
8.	SSW	18.	SSW
9.	UP	19.	UP
10.	SSW	20.	SSW

(Turns in excess of the highest number shown herein will be filled by engineers from the zone roster, and thereafter from the common roster).

EXHIBIT D
PAGE 86 OF 94

ATTACHMENT "D"
UP
Jefferson City Engineers

1.	H. R. Bunch	11/21/73
2.	T. G. Stock	01/16/74
3.	C. P. Beach	02/08/74
4.	E. R. Lister	05/08/74
5.	W. D. Herrington	05/17/74
6.	L. E. Bagby	06/30/74
7.	T. M. Kohn	08/15/74
8.	F. S. Wiggins	08/19/74
9.	D. G . Wagers	09/28/74
10.	D. D. Huff	10/12/74
11.	M. W. Carver	11/04/74
12.	D. A. Slicker	04/16/75
13.	J. G. McCasland	09/01/75
14.	D. W. Rolling	09/01/75
15.	M. W. Offineer	12/02/75
16.	S. A. Wheeler	04/17/76
17.	W. J. Shelton	12/10/76
18.	R. J. Berhorst	12/10/76
19.	R. L. Moeckel	04/23/77
20.	L. C. Frank	07/25/77
21.	D. M. Steigers, Jr.	07/25/77
22.	M. W. Smith	10/26/77
23.	R. L. Viessman	11/16/77
24.	R. W. Nowack	11/16/77
25.	J. M. Rackers	04/29/78
26.	W. F. McKinney	04/29/78
27.	D. A. Laune	08/01/78
28.	C. W. Goodin	08/01/78
29.	D. E. Imsland	01/29/78
30.	J. R. Stevens	01/29/79
31.	M. H. Twardowski	02/19/79
32.	S. L. Job	10/21/79
33.	R. K. Sennott	10/22/79
34.	C. W. Kerr	11/10/79

EXHIBIT D
PAGE 87 OF 91

ATTACHMENT "D"
UP
Jefferson City Engineers

35.	C. A. VanLoo	03/11/80
36.	S. G. Asher	05/24/80
37.	L. K. Lorts	05/24/80
38.	H. D. Downing	05/24/80
39.	C. L. Williams	08/16/80
40.	H. W. Schanuth, Jr.	04/26/81
41.	B. M. Britt	04/26/81
42.	A. K. Schad	04/26/81
43.	C. F. Chapman	04/26/81
44.	R. K. Ellis	04/26/81
45.	C. W. Groose	04/26/81
46.	T. J. Schepers	04/26/81
47.	C. E. Weaver	06/09/81
48.	L. A. Frank	02/18/82
49.	C. G. Palmer	02/18/82
50.	J. S. Moss	02/18/82
51.	A. L. Adams	04/09/82
52.	K. W. Pihana	06/05/82
53.	H. J. Smith	11/22/94
54.	R. O. Key	11/22/94
55.	S. P. Keilt	11/25/94
56.	A. I. Lindsey	12/01/94
57.	K. N. Olsen	04/08/96
58.	C. C. Groose	04/08/96
59.	R. J. Berthelson	05/03/96
60.	A. L. Cachere	05/03/96
61.	J. P. Sevart	05/03/96
62.	E. V. Ochs	05/03/96
63.	T. C. McCormick	05/03/96
64.	C. L. Groose	01/07/97

EXHIBIT D
PAGE 88 OF 91

ATTACHMENT "D" (Cont'd)
SSW
Jefferson City Engineers

1.	A. R. Barnett	498-64-8641
2.	W. M. Bond	488-48-7762
3.	D. A. Brown	430-84-2941
4.	G. M. Campbell	489-48-6291
5.	D. L. Claque	481-82-1203
6.	R. D. Cummings	490-58-6727
7.	G. W. Davis	488-54-5738
8.	B. H. Demsey	493-46-5704
9.	G. R. Dildy	432-90-7501
10.	M. A. Dixon	482-90-9018
11.	S. V. Davenport	482-66-9151
12.	M. E. Gage	494-48-1534
13.	W. E. Gross	486-46-6308
14.	R. J. Hanschen	494-56-4710
15.	C. J. Hicks	490-52-8319
16.	R. E. Holdt	490-44-1427
17.	T. G. Jenkins	492-50-5232
18.	S. M. Jungers	355-46-3204
19.	R. D. Lambeth	
20.	R. A. Lawrence	489-44-7272
21.	G. R. Moore	430-90-4525
22.	D. T. Mayberry	430-86-4260
23.	M. J. Menz	480-56-5003
24.	T. W. Mobley	498-56-9829
25.	L. D. Malloy	487-60-0637
26.	D. G. Morris	498-60-1850
27.	G. W. Osterhage	350-36-6191
28.	D. L. Patrick	490-84-4709
29.	R. L. Pettit	498-56-9524
30.	K. D. Pickett	497-50-3013
31.	R. G. Potter	336-84-4705
32.	G. B. Ruiz	500-34-9530
33.	T. O. Sawyer	387-58-3700
34.	G. H. Schaefer	494-56-1547
35.	J. W. Sissom	494-56-3344
36.	D. R. Snyder	428-38-2388
37.	L. W. Steele	498-46-3524
38.	F. G. Spencer, Sr.	450-66-1573
39.	W. P. Stover	360-32-6732
40.	L. E. Strange	499-48-5076
41.	D. R. Svetlich	513-44-3474
42.	F. J. Thielemier	
43.	G. W. Thomas	432-02-9718
44.	J. L. Webb	495-52-1476
45.	R. L. Wright	494-56-0481
46.	M.O. Coats	

EXHIBIT D
PAGE 89 OF 97

ATTACHMENT "E"

POOL ALLOCATION

Kansas City - Jefferson City Pool (51 turns); former UP 69%; former SSW 31%

1.	UP	27.	UP
2.	SSW	28.	SSW
3.	UP	29.	UP
4.	UP	30.	UP
5.	SSW	31.	SSW
6.	UP	32.	UP
7.	UP	33.	UP
8.	UP	34.	SSW
9.	SSW	35.	UP
10.	UP	36.	UP
11.	UP	37.	UP
12.	SSW	38.	SSW
13.	UP	39.	UP
14.	UP	40.	UP
15.	SSW	41.	SSW
16.	UP	42.	UP
17.	UP	43.	UP
18.	SSW	44.	SSW
19.	UP	45.	UP
20.	UP	46.	UP
21.	SSW	47.	SSW
22.	UP	48.	UP
23.	UP	49.	UP
24.	UP	50.	SSW
25.	SSW	51.	UP
26.	UP		

(Turns in excess of the highest number shown herein will be filled by engineers from the zone roster, and thereafter from the common roster).

EXHIBIT D
PAGE 90 OF 91

ATTACHMENT "F"

Zone 1 (Baselines)

MP	47
CNW	17
SPCSL	32 (16 Kansas City to Ft. Madison/Quincy and 16 Ft. Madison/Quincy to Chicago)
Total	80

Zone 4 (Baseline)

Total	69

The above totals do not include extra boards, these are regular assigned baselines.

EXHIBIT D
PAGE 91 OF 91

ORGANIZATION EXHIBIT

E

CP;

PERSONAL STATUS INQUIRY 06/05/00 14:12C

NAME	SSN	LOC	BRD	J/C	POS	B/F	QUAL
MO COATS	$ 490-56-9764	MX125	RE36	SW40	ENG	P	EP

6008 E 28TH TERR.APT.2207 INDEPENDENCE MO 640550000

VACATION SENIORITY DATE - 03/13/71
PERSONAL LEAVE SENIORITY DATE - 03/13/71

ASSIGNMENT SEN:
ENG 74/04/26 006 ROSTER-NO 358101 P
"MIKE" L/C BLE2NDCEL.PH GETS5WKS2000VA
TATUS: OK

ESTED TIME: 06/05 1155

* * * PERSONAL DAYS * * * 2000
LLOWED-11 CARRIED OVER-00 DENIED-00 PAID-03 CARRIED OVER DAYS PAID-00

* * * UP PERSONAL DAYS PAID:

DATE	AMOUNT PAID
01/16/00	155.11 $

B MJ L1U1 A,a R1 C3 L1U35

CP;

02/25/00	155.11 $
03/04/00	155.11 $

* * * HOLIDAYS * * * 2000
OLIDAYS PAID- 00

* * * SCHEDULED VACATION * * * 2000
ACATION WEEKS ALLOWED-05

02/07 - 02/13 03/20 - 03/26 04/03 - 04/16
12/25 - 12/31

ACATION PAID

DATE	PAID
02/04 - 07 DAYS	$ ---.--
03/17 - 07 DAYS	$ ---.--
04/04 - 12 DAYS	$ ---.--
04/16 - 02 DAYS	$ ---.--

* * * EXTRA BOARD AVAILABLE DAYS NOT WORKED * * *

B MJ L1U1 A,a R1 C3 L1U35

EXHIBIT E
PAGE 1 OF 2

(EW CONSIST MILES- 0324
: MES OUT: 07
AFHT ASGN: MX125 RE36 SW40 EN
C/D MSG: 1138 WKS AT HOME & KC..L
MSG: TOOK MOVING ALLOWANCE MUST STAY AT MX283 2 YEARS

* * * CERTIFICATION DATA * * *

RTIFIED (Y/N): Y CERTIFIED DATE: 10 04 99 EXP DATE: 10 30 02
ASS OF SERVICE: 1 (1-ENGINEER, 2-SERVICING ENGINEER, 3-STUDENT ENGINEER)
(4-STUDENT ENG-QUALIFIED LSE, 5-STUDENT LSE)

* * * SENIORITY * * *

ENG 74/04/26 006 ROSTER-NO 358101 P
ENG 98/03/15 179 ROSTER-NO 056112 P
ENG 74/04/26 009 ROSTER-NO 300101
ENG 83/11/15 930 ROSTER-NO 301101
ENG 74/04/26 025 ROSTER-NO 302101
ENG 74/04/26 051 ROSTER-NO 302112 P
ENG 83/11/16 009 ROSTER-NO 303101
MJ L1U1 A,a R1 C3 L1U35

CP;
ENG 83/11/16 040 ROSTER-NO 304101
ENG 83/11/16 036 ROSTER-NO 305101 P
ENG 83/11/16 051 ROSTER-NO 306101
ENG 83/11/15 930 ROSTER-NO 307101
ENG 74/04/26 025 ROSTER-NO 308101
ENG 74/04/26 025 ROSTER-NO 311101
ENG 74/04/26 179 ROSTER-NO 311112 P
ENG 83/11/16 009 ROSTER-NO 312101
ENG 74/04/26 090 ROSTER-NO 350101 P
ENG 99/01/16 063 ROSTER-NO 351101 P
ENG 99/01/16 059 ROSTER-NO 352101 P
ENG 74/04/26 010 ROSTER-NO 353101 P
ENG 99/01/16 066 ROSTER-NO 354101 P
ENG 99/01/16 062 ROSTER-NO 355101 P
ENG 99/01/17 062 ROSTER-NO 356101 P
ENG 99/01/16 007 ROSTER-NO 357101 P
ENG 99/01/17 062 ROSTER-NO 359101 P

* * * SUBDIVISIONS WORKED IN LAST 12 MONTHS * * *
SUBDIVISION LAST TRIP WORKED
8050-KC TERMINAL 06/04/00 21:15
0070-SEDALIA 06/04/00 21:15
SB MJ L1U1 A,a R1 C3 L1U35

SB MJ L1U1 A,a R1 C3 L1U35
PAGE:0005/0005 C-00 P-00
MJ L1U1 A,a R24C3 L1U35
SB MJ L1U1 A,a R23C3 L1U35
FD;
0065-JEFFERSON CITY 06/04/00 21:15

EXHIBIT E
PAGE 2 OF 2

ORGANIZATION EXHIBIT

F

CP;

PERSONAL STATUS INQUIRY 06/05/00 14:30C

NAME	SSN	LOC	BRD	J/C	POS	B/F	QUAL
LD MOLLOY	487-60-0637	MX125	RE36	KS22	ENG	P	EP

207 NE 58TH TERRACE #8 GLADSTONE MO 641182487

VACATION SENIORITY DATE - 09/09/76
PERSONAL LEAVE SENIORITY DATE - 09/09/76

ASSIGNMENT SEN:
ENG 89/06/30 081 ROSTER-NO 353101 P
ACC CODE 8401435DWAYNE DPU/QUL DUE4WK20
TATUS: OK

ESTED TIME: 06/04 1710

* * * PERSONAL DAYS * * * 2000
LLOWED-11 CARRIED OVER-00 DENIED-00 PAID-00 CARRIED OVER DAYS PAID-00

B MJ L1U1 A,a R1 C3 L1U35

CP;

* * * HOLIDAYS * * * 2000
OLIDAYS PAID- 00

* * * SCHEDULED VACATION * * * 2000
VACATION WEEKS ALLOWED-04

03/13 - 03/19 05/01 - 05/07 07/31 - 08/13

* * * EXTRA BOARD AVAILABLE DAYS NOT WORKED * * *

* * * LAID OFF HURT DAYS * * *

REW CONSIST MILES- 0478
IMES OUT: 06
C/D MSG: DPU- NEEDS 2 HOUR CALL
PS MSG: TOOK MOVING ALLOWANCE MUST STAY AT MX283 2 YEARS

* * * CERTIFICATION DATA * * *

CERTIFIED (Y/N): Y CERTIFIED DATE: 12 04 98 EXP DATE: 01 05 02
LASS OF SERVICE: 1 (1-ENGINEER, 2-SERVICING ENGINEER, 3-STUDENT ENGINEER)
B MJ L1U1 A,a R1 C3 L1U35

EXHIBIT F
PAGE 1 OF 2

FD;

SWI 83/07/04 030 ROSTER-NO 315501
SWI 83/07/04 030 ROSTER-NO 316501
ENG 89/06/30 491 ROSTER-NO 350101 P
ENG 99/01/16 302 ROSTER-NO 351101 P
ENG 99/01/16 386 ROSTER-NO 352101 P
ENG 99/01/16 362 ROSTER-NO 354101 P
ENG 99/01/16 301 ROSTER-NO 355101 P
ENG 99/01/17 301 ROSTER-NO 356101 P
ENG 99/01/16 019 ROSTER-NO 357101 P
ENG 89/06/30 018 ROSTER-NO 358101 P
ENG 99/01/17 301 ROSTER-NO 359101 P

* * * SUBDIVISIONS WORKED IN LAST 12 MONTHS * * *

SUBDIVISION	LAST TRIP WORKED
8050-KC TERMINAL	06/04/00 02:15
0070-SEDALIA	06/04/00 02:15
0065-JEFFERSON CITY	06/04/00 02:15

* * * CMS RESPONSIBILITY GROUPINGS * * *
JEFFZ3ENG
JEFFZ3TNM

EXHIBIT F
PAGE 2 OF 2

ORGANIZATION EXHIBIT

G

CP;

PERSONAL STATUS INQUIRY 06/05/00 14:35C

NAME	SSN	LOC	BRD	J/C	POS	B/F	QUAL
DR SNYDER	428-88-2388	MX125	RE36	KS42	ENG	P	EP

310 LINDA LANE COLUMBIA MO 652020000

VACATION SENIORITY DATE - 06/28/67
PERSONAL LEAVE SENIORITY DATE - 06/28/67

ASSIGNMENT SEN:
ENG 94/05/01 084 ROSTER-NO 353101 P
'ROY' 'DOCTOR' DPU QUAL
STATUS: OK

ESTED TIME: 06/04 2255

* * * PERSONAL DAYS * * * 2000
LLOWED-11 CARRIED OVER-00 DENIED-00 PAID-00 CARRIED OVER DAYS PAID-00

3 MJ L1U1 A,a R1 C3 L1U35

CP;

* * * HOLIDAYS * * * 2000
OLIDAYS PAID- 00

* * * SCHEDULED VACATION * * * 2000
CATION WEEKS ALLOWED-05

01/17 - 01/23 03/27 - 04/02 04/24 - 04/30
06/26 - 07/02 08/28 - 09/03

CATION PAID	DATE	PAID
	01/17 - 07 DAYS	$ ---.--
	03/27 - 05 DAYS	$ ---.--
	04/01 - 02 DAYS	$ ---.--
	04/22 - 07 DAYS	$ ---.--

* * * EXTRA BOARD AVAILABLE DAYS NOT WORKED * * *

* * * LAID OFF HURT DAYS * * *

CREW CONSIST MILES- 0478
MES OUT: 09
3 MJ L1U1 A,a R1 C3 L1U35

EXHIBIT G2
PAGE 1 OF 2

PS MSG: TOOK MOVING ALLOWANCE MUST STAY AT MX283 2 YEARS

* * * CERTIFICATION DATA * * *

CERTIFIED (Y/N): Y CERTIFIED DATE: 05 10 99 EXP DATE: 07 18 02

CLASS OF SERVICE: 1 (1-ENGINEER, 2-SERVICING ENGINEER, 3-STUDENT ENGINEER)
(4-STUDENT ENG-QUALIFIED LSE, 5-STUDENT LSE)

CP;

SWI 71/10/17 605 ROSTER-NO 307501
SWI 71/10/17 610 ROSTER-NO 307502
ENG 94/05/01 025 ROSTER-NO 308101
CON 71/10/16 100 ROSTER-NO 308301
BRK 67/06/28 005 ROSTER-NO 308401
SWI 71/10/17 615 ROSTER-NO 308501 D
SWI 71/10/17 605 ROSTER-NO 308502
SWI 83/07/05 027 ROSTER-NO 309501
CON 92/03/23 640 ROSTER-NO 310301
BRK 92/03/23 605 ROSTER-NO 310401
SWI 92/03/23 605 ROSTER-NO 310501
ENG 94/04/01 015 ROSTER-NO 311101
ENG 94/04/01 380 ROSTER-NO 311112 P
CON 74/04/05 010 ROSTER-NO 311301
BRK 71/10/17 605 ROSTER-NO 311401
ENG 94/05/01 040 ROSTER-NO 312101
SWI 83/07/05 028 ROSTER-NO 312501
SWI 71/10/17 605 ROSTER-NO 313501
SWI 71/10/17 605 ROSTER-NO 314501
SWI 71/10/17 605 ROSTER-NO 315501
SWI 71/10/17 605 ROSTER-NO 316501
ENG 94/05/01 615 ROSTER-NO 350101 P

SB MJ L1U1 A,a R1 C3 L1U35

SB MJ L1U1 A,a R1 C3 L1U35

FD;

ENG 99/01/16 383 ROSTER-NO 351101 P
ENG 99/01/16 448 ROSTER-NO 352101 P
ENG 99/01/16 472 ROSTER-NO 354101 P
ENG 99/01/17 382 ROSTER-NO 356101 P
ENG 99/01/16 023 ROSTER-NO 357101 P
ENG 94/05/01 022 ROSTER-NO 358101 P
ENG 99/01/17 382 ROSTER-NO 359101 P

* * * SUBDIVISIONS WORKED IN LAST 12 MONTHS * * *

SUBDIVISION	LAST TRIP WORKED
8050-KC TERMINAL	06/04/00 06:00
0070-SEDALIA	06/04/00 06:00
0065-JEFFERSON CITY	06/04/00 06:00

* * * CMS RESPONSIBILITY GROUPINGS * * *

JEFFZ3ENG
JEFFZ3TNM

EOM

EXHIBIT G
PAGE 2 OF 2

ORGANIZATION EXHIBIT

H

CP;

PERSONAL STATUS INQUIRY 05/24/00 10:27C

NAME	SSN	LOC	BRD	J/C	POS	B/F	QUAL
KERR	$ 499-44-8247	MX125	RE36	KU18	ENG	A	EFHSPIO

:6 CHEROKEE DR JEFFERSONCITY MO 651010000

VACATION SENIORITY DATE - 05/25/77
:RSONAL LEAVE SENIORITY DATE - 05/25/77

ASSIGNMENT SEN:
ENG 79/11/10 059 ROSTER-NO 353101 P
CHARLIE 3RD MOBILE PH DPU "Q"
STATUS: OK

RESTED TIME: 05/23 0710

* * * PERSONAL DAYS * * * 2000
LOWED-11 CARRIED OVER-02 DENIED-00 PAID-00 CARRIED OVER DAYS PAID-02

* * * UP PERSONAL DAYS PAID: DATE AMOUNT PAID
03/19/00 155.11 $
MJ L1U4 A,a R1 C3 L1U38

CP;
03/20/00 155.11 $

* * * HOLIDAYS * * * 2000
LIDAYS PAID- 00

* * * SCHEDULED VACATION * * * 2000
CATION WEEKS ALLOWED-04

04/24 - 04/30 09/04 - 09/24

CATION PAID DATE PAID
04/22 - 07 DAYS $ ---.--

* * * EXTRA BOARD AVAILABLE DAYS NOT WORKED * * *

* * * LAID OFF HURT DAYS * * *

CREW CONSIST MILES- 0948
MES OUT: 01
D MSG:
SB MJ L1U4 A,a R1 C3 L1U38

CP;
MSG: TOOK MOVING ALLOWANCE MUST STAY AT MX283 2 YEARS

EXHIBIT H
PAGE 1 OF 2

CERTIFIED (Y/N): Y CERTIFIED DATE: 02 09 99 EXP DATE: 04 19 02
CLASS OF SERVICE: 1 (1-ENGINEER, 2-SERVICING ENGINEER, 3-STUDENT ENGINEER)
(4-STUDE ENG-QUALIFIED LSE, 5-STUDENT L

* * * SENIORITY * * *

ENG 79/11/10 059 ROSTER-NO 353101 P
BRK 85/11/02 635 ROSTER-NO 031490
ENG 89/02/24 506 ROSTER-NO 039111 P
FIR 78/04/21 002 ROSTER-NO 039211 HSIO
ENG 89/02/24 506 ROSTER-NO 040111 P
ENG 79/11/10 001 ROSTER-NO 056101 P
ENG 89/02/24 155 ROSTER-NO 056112 P
FIR 78/04/21 002 ROSTER-NO 056201 HSIO
ENG 98/07/01 155 ROSTER-NO 302112 P
ENG 98/03/15 155 ROSTER-NO 311112 P
ENG 79/11/10 316 ROSTER-NO 350101 P
ENG 99/01/16 203 ROSTER-NO 351101 P
ENG 99/01/16 249 ROSTER-NO 352101 P
SB MJ L1U4 A,a R1 C3 L1U38

SB MJ L1U4 A,a R1 C3 L1U38
FD;
ENG 99/01/16 236 ROSTER-NO 354101 P
ENG 99/01/16 202 ROSTER-NO 355101 P
ENG 99/01/17 202 ROSTER-NO 356101 P
ENG 79/11/10 040 ROSTER-NO 357101 P
ENG 99/01/16 044 ROSTER-NO 358101 P
ENG 99/01/17 202 ROSTER-NO 359101 P

* * * SUBDIVISIONS WORKED IN LAST 12 MONTHS * * *

SUBDIVISION	LAST TRIP WORKED
8050-KC TERMINAL	05/22/00 16:00
0070-SEDALIA	05/22/00 16:00
0065-JEFFERSON CITY	05/22/00 16:00

* * * CMS RESPONSIBILITY GROUPINGS * * *
JEFFZ3ENG
JEFFZ3TNM
EOM

EXHIBIT H
PAGE 2 OF 2

ORGANIZATION EXHIBIT

I

CP;

PERSONAL STATUS INQUIRY 06/05/00 14:36C

NAME	SSN	LOC	BRD	J/C	POS	B/F	QUAL
L CHACHERE	513-78-2832	MX125	RE36	KU33	ENG	A	EFP

038 N 42ND STREET KANSAS CITY KS 66104

VACATION SENIORITY DATE - 05/08/95
ERSONAL LEAVE SENIORITY DATE - 05/08/95

ASSIGNMENT SEN:
ENG 96/05/03 111 ROSTER-NO 353101 P
ALVIN 2 HR CALL AT KC....DPU "Q" NO SU
TATUS: OK

ESTED TIME: 06/05 0605

* * * PERSONAL DAYS * * * 2000
LLOWED-05 CARRIED OVER-00 DENIED-00 PAID-02 CARRIED OVER DAYS PAID-00

* * * UP PERSONAL DAYS PAID: DATE AMOUNT PAID
01/27/00 155.11 $
B MJ L1U1 A,a R1 C3 L1U35

CP;

01/28/00 155.11 $

* * * HOLIDAYS * * * 2000
OLIDAYS PAID- 00

* * * SCHEDULED VACATION * * * 2000
ACATION WEEKS ALLOWED-02

01/03 - 01/09 10/23 - 10/29 SGL

ACATION PAID	DATE	PAID
	01/03 - 07 DAYS	$ ---.--
	03/30	$ ---.--
	03/31	$ ---.--
	04/01	$ ---.--
	04/02	$ ---.--
	04/03	$ ---.--

* * * EXTRA BOARD AVAILABLE DAYS NOT WORKED * * *
SB MJ L1U1 A,a R1 C3 L1U35

EXHIBIT I
PAGE 1 OF 2

```
                    * * * LAID OFF HURT DAYS * * *
REW CONSIST MILES- 0470
IMES OUT: 14
C/D MSG:
PS  MSG: TOOK MOVING ALLOWANCE MUST STAY AT MX283 2 YEARS
                    * * * CERTIFICATION DATA * * *
ERTIFIED (Y/N): Y      CERTIFIED DATE:  09 02 98   EXP DATE: 10 01 01
CLASS OF SERVICE: 1 (1-ENGINEER, 2-SERVICING ENGINEER, 3-STUDENT ENGINEER)
                    (4-STUDENT ENG-QUALIFIED LSE, 5-STUDENT LSE)
 CP;
         SWI 95/06/12 020 ROSTER-NO 057501
         CON 95/06/12 020 ROSTER-NO 058311              P
         BRK 95/06/12 020 ROSTER-NO 058411
         SWI 95/06/12 020 ROSTER-NO 058511
         CON 95/06/12 020 ROSTER-NO 059311              P
         CON 95/06/12 020 ROSTER-NO 059312              P
         BRK 95/06/12 020 ROSTER-NO 059411
         BRK 95/06/12 020 ROSTER-NO 059412
         SWI 95/06/12 020 ROSTER-NO 059511
         SWI 95/06/12 020 ROSTER-NO 059512
         SWI 95/06/12 020 ROSTER-NO 059513
         SWI 95/06/12 020 ROSTER-NO 059514
         SWI 95/06/12 020 ROSTER-NO 059515
         SWI 95/06/12 020 ROSTER-NO 059516
         ENG 98/07/01 254 ROSTER-NO 302112              P
         ENG 98/03/15 254 ROSTER-NO 311112              P
         ENG 96/05/03 755 ROSTER-NO 350101              P
         ENG 99/01/16 472 ROSTER-NO 351101              P
         ENG 99/01/16 554 ROSTER-NO 352101              P
         ENG 99/01/16 577 ROSTER-NO 354101              P
         ENG 99/01/16 472 ROSTER-NO 355101              P
         ENG 99/01/17 472 ROSTER-NO 356101              P
 MJ L1U1                                  A,a    R1 C3              L1U35
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 MJ L1U1                                  A,a    R1 C3              L1U35
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 FD;
         ENG 96/05/03 063 ROSTER-NO 357101              P
         ENG 99/01/16 068 ROSTER-NO 358101              P
         ENG 99/01/17 472 ROSTER-NO 359101              P

        * * * SUBDIVISIONS WORKED IN LAST 12 MONTHS * * *
            SUBDIVISION              LAST TRIP WORKED
        8050-KC TERMINAL           06/04/00 13:45
        0070-SEDALIA               06/04/00 13:45
        0065-JEFFERSON CITY        06/04/00 13:45

            * * * CMS RESPONSIBILITY GROUPINGS * * *
                        JEFFZ3ENG
                             JEFFZ3TNM
M
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EXHIBIT I
PAGE 2 OF 2

ORGANIZATION EXHIBIT

J

ON PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68179

July 25, 2000

110.61-20-300

Mr. C. R. Rightnowar
General Chairman BLE
320 Brookes Dr. Suite 115
Hazelwood, MO 63042

Mr. D. E. Thompson
General Chairman BLE
414 Missouri Boulevard
Scott City, MO 63780

Mr. J. R. Koonce
General Chairman BLE
5050 Poplar Avenue, Suite 501
Memphis, TN 38157

Mr. M. A. Young
General Chairman BLE
1620 Central Avenue, RM 203
Cheyenne, WY 92001

Dear Gentlemen:

This letter is in reference to the dispute regarding the interpretation of Side Letter 7 of the Kansas City Hub Agreement scheduled for arbitration with Neutral John B. LaRocco on Thursday, August 17, 2000, in Roseville, California. The Board will take place in the Carrier's office at 10031 Foothills Blvd., commencing at 9:00 a.m. I will forward information as to which conference room we will use.

The Carrier has been requested by several General Chairmen to put forth its position in this arbitration. It is the Carrier's position that any prior rights Jefferson City engineer who accepts relocation from Jefferson City to Kansas City will be removed from Attachment D of the Kansas City Hub Agreement. The acceptance of relocation monies is a voluntary vacation of the pool assignment, which, if not claimed by a prior rights Jefferson City engineer will be readvertised with a Kansas City home terminal.

Sincerely,

Andrea Gansen
Director Labor Relations

Copy to: J. B. LaRocco
D. M. Hahs
M. S. Hinckley

J-1

ORGANIZATION EXHIBIT

K

HUB RELOCATION BENEFITS APPLICATION

(_____Hub)

(Applicant Insert Name of Appropriate Hub)

Please accept this as my application for relocation benefits as set forth in the above referenced Article VII (B) Merger Implementing Agreement. I understand that my election herein is in lieu of actual relocation benefits provided under New York Dock. This election must be exercised within two (2) years from the date of implementation of this Agreement. (Except that Option 3 shall expire within five (5) years from implementation). Please check one of the following three options:

☐ Option 1: I am a non-owner and accept a $10,000 allowance in lieu of New York Dock relocation benefits

☐ 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.

If I have accepted Option 3, I understand that I must not only submit "proof of actual relocation" but in addition I must provide "proof of a bona fide sale" of my home at fair value in the form of sale documents, deeds, and filings of these documents with the appropriate agency in order to receive the "in lieu of" allowance.

In addition, I understand that in accepting any of the three options above, I will be required to remain at the new location, seniority permitting, for a period of two (2) years. Please fax or send this completed form to J. E. Cvetas, Manager-Labor Relations Program Administration, 1416 Dodge Street, Room 332, Omaha, NE 68179; fax (402)271-2463. Mr. Cvetas can also be reached by phone at (402)271-4577.

NAME_____**SSN**_____

SIGNATURE_____

CRAFT_____

DATE_____

OLD WORK LOCATION_____ **NEW WORK LOCATION**_____

ORGANIZATION EXHIBIT

L

816 - 587 - 9550

Applewood At the Coves

7841 N. Anita
Kansas City Mo 64151

Phone (816) 741-4100
~~Fax (816) 587-~~

N 18233733 ~~Cell Phone~~ BANK

Dear future Resident,

We are very happy to have you become a resident of Applewood At the Coves Apartments. The following information has been put together to make your move a little easier:

Your new address will be: 7900 N. Anita Apt. # 2
Kansas City, Missouri 64151

Your move-in date will be: 1-15-00

Your monthly rent will be: 495.00

Your second months prorated rent will be: 264.00 due 2nd 1st 2000

Any additional fees due $ 30 + 150 for Appfee & Deposit

TOTAL AMOUNT DUE AT MOVE-IN: $ 495

Prior to your move-in day, please contact:

K.C.P.& L (Electric Service)-**WE WILL FAX, OR YOU CAN CALL**	~~471-5275~~	Don't call
Southwestern Bell (Telephone service)	1-800-246-4999	
Time Warner Cable:	358-8833	one to Fax
K.C. Star Newspaper	~~781-5797~~	

Your keys will be furnished when:

*All parties have signed the lease and all addendum's.
*All deposits and 1st months rent have been paid.
*Your move-in date has occurred
*The electric service has been transferred into your name.

Please mail 2 checks to Applewood, one for $30.00 Appfee one for $150.00 Deposit

Your Staff at Applewood:

Martha Cusick	Manager
Niki Tanner	Assistant Manager
Jenny Cusick	Leasing Agent
Geno Burda	Maintenance
Craig Donner	Maintenance
Carl Schoenrock	Interior/Exterior Design

Thank you for choosing Applewood as your new home. If there is anything else we can do for you, please call us at 741-4100

L-1

Mail me a Pay check Stub to Verify Employment

341 N ita
Kansas City, Mo. 64151

Applewood
AT THE COVES

Date 3-6 to 4-4-00
Unit 2

Cost per MCF 3.7135
Consumption of Gas 2.6928 MCF's
Your Gas Bill is $ 10 00

Please make your check payable to **Applewood** for the amount indicated above. Due on 1st, may include rent payment.

7841 N. Anita
Kansas City, Mo. 64151

Applewood
AT THE COVES

Date 4-4 to 5-3-00
Unit 2

Cost per MCF 2.7228
Consumption of Gas 3.672 MCF's
Your Gas Bill is $ 10 00

Please make your check payable to **Applewood** for the amount indicated above. Due on 1st, may include rent payment.

7841 N. Anita
Kansas City, Mo. 64151

Applewood
AT THE COVES

Date 5-3 to 6-2-00
Unit 2

Cost per MCF Summer
Consumption of Gas Rate MCF's
Your Gas Bill is $ 10 00

Please make your check payable to **Applewood** for the amount indicated above. Due on 1st, may include rent payment.

7841 N. Anita
Kansas City, Mo. 64151

Applewood
AT THE COVES

Date 6-2 to 7-5-00
Unit 2

Cost per MCF Summer
Consumption of Gas late MCF's
Your Gas Bill is $ 10 00

Please make your check payable to **Applewood** for the amount indicated above. Due on 1st, may include rent payment.

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7841 N. Anita
Kansas City, Mo. 64151

Applewood
AT THE COVES

Date 7-5 to 8-3-00
Unit 2

Cost per MCF Summer
Consumption of Gas prorate MCF's
Your Gas Bill is $ 10.00

Please make your check payable to **Applewood** for the amount indicated above. Due on 1st, may include rent payment.

7841 N. Anita
Kansas City, Mo. 64151

Applewood
AT THE COVES

Date 8-3 to 9-7-00
Unit 2

Cost per MCF final
Consumption of Gas Bill MCF's
Your Gas Bill is $ 10.00

Please make your check payable to **Applewood** for the amount indicated above. Due on 1st, may include rent payment.

7841 N. Anita
Kansas City, Mo. 64151

Applewood
AT THE COVES

Date 2-4 to 3-6-00
Unit 2

Cost per MCF 4.9768
Consumption of Gas 3.31 MCF's
Your Gas Bill is $ 16.49

Please make your check payable to **Applewood** for the amount indicated above. Due on 1st, may include rent payment.

13

APARTMENT # 002

WEIGAND-OMEGA MANAGEMENT, INC.

LEASE AGREEMENT

1. RENT AND TERM: This lease executed on this 10th day of January, 2000 between WEIGAND-OMEGA MANAGEMENT, INC., as LANDLORD, and Charles W Reed and Na Others, as TENANT(S), lease the property commonly known as Applewood At the Cones (Apartment # 002) located at 7900 N Antioch in the city of Kansas City, county of Platte state of Missouri for a period of (0) Six months, beginning on the 15th day of January, 2000 and ending on the 14th day of July 2000. The total rent due under this lease is Two thousand nine hundred Seventy ($ 2970.00) dollars, payable in equal monthly installments of Four hundred ninety five ($ 495.00) dollars, in advance without demand at the office of the community named above on the first day of each month. One month's rent is due in full at move in. The pro rata rent for the second month is $ 247.50 and for the last month is $ 247.50.

2. CHARACTER OF OCCUPANCY: All adults living on the premises shall be jointly and severally liable for rent and/or damages due under this lease and the performance of its terms and conditions. The subject premises shall be used and occupied only as a private dwelling by the TENANT or others whose names and ages are shown below.

NAME	AGE	RELATION TO TENANT
None Other than Above		

3. SECURITY DEPOSIT. The TENANT shall, prior to delivery of possession, deposit with the LANDLORD the sum of One hundred fifty ($ 150.00) dollars as a security deposit on the unit. Such deposit will be held by the LANDLORD, without interest, and shall be returned to the TENANT within thirty (30) days of the termination of this lease subject to satisfaction of the following listed obligations:
   A. Payment by TENANT of damages and repairs to the rental unit.
   B. Payment of rent in full as agreed in paragraph 1 of this lease and Exhibit "C", if applicable.
   C. Payment by TENANT of any costs for any unusual cleaning requirements necessary to return the rental unit to its original condition.
   D. Fulfillment of lease term and providing notice in accordance with paragraph #25.

4. NON APPLICATION OF SECURITY DEPOSIT TO RENT. The TENANT shall neither apply nor deduct any portion of the security deposit from the last month's rent or use or apply such TENANT'S security deposit at any time in lieu of rent payment. If TENANT fails to comply with this provision, the entire security deposit will be forfeited and the LANDLORD may recover the rent due as if the deposit had not been applied to or deducted from the rent due.

5. LATE RENT CHARGES. Rent is due and payable on the first day of each month and should the TENANT'S account not be paid in full by the fifth day of each month, a late charge of twenty-five dollars ($25.00) plus one dollar ($1.00) per day after the fifth of the month will be added to the outstanding balance to cover the costs of collection and bookkeeping by the LANDLORD. The entire monthly balance then becomes due and payable. Acceptance of late rent charges by the LANDLORD for the first occurrence shall not consitute a waiver of the LANDLORD'S right to terminate this agreement under the terms of paragraph 13 (DEFAULT) should the TENANT'S account not be paid in full by the fifth [illegible]

8. INVENTORY AND INSPECTION. Within five (5) days after occupancy or at the time of delivery of possession, the LANDLORD and the TENANT shall jointly inventory the premises and duly note its condition. Both the LANDLORD and TENANT shall retain a written copy of such inventory and inspection report. The TENANT may, upon written request prior to the termination of this lease, accompany the LANDLORD on the exit inventory and inspection to be accomplished during office hours on the day of return of the rental unit to the LANDLORD'S possession. The Inventory and Inspection Report is attached as Exhibit "B" to this lease agreement.

9. CONDITION OF RENTAL UNIT. TENANT accepts the rental unit as inventoried and agrees that those portions of the premises accessible and available to him are in an acceptable condition. The TENANT accepts responsibility for any damages to the rental unit, including drapes and carpeting, caused by himself, his family, his business or social guests. The TENANT further agrees:
   A. To comply with all obligations primarily imposed upon tenants [illegible]

sub-lease agreement. No visitors or guests shall be permitted to occupy the TENANT'S premises for more than fourteen (14) days without the written consent of the LANDL[illegible].

12. EMINENT DOMAIN. If the whole or any part of the premises hereby leased shall be condemned or taken by any County, State, Federal or other authority for any purpose, then this lease shall cease as of the day that possession shall be acquired by such condemning authority. Any and all damages awarded for such taking shall belong to and be the property of the OWNER, whether such damages be awarded as compensation for diminution in value to the leasehold, or to the fee of the premises herein leased.

13. DEFAULT. Should the TENANT fail to pay rent as it becomes due, this lease may be terminated at the option of the LANDLORD by giving three (3) days written notice to the TENANT. Delivery to the TENANT'S rental unit shall be considered as proper notice to the TENANT. Should the TENANT fail to comply with any term, provision, condition or the Rules and Regulations, now or subsequently published by the LANDLORD, other than the payment of rent as prescribed, the LANDLORD shall give notice in writing to the TENANT of such default and if the breach is not corrected within fourteen (14) days from the date of delivery of said notice to the TENANT, the lease will be terminated. Leaving such notice at the rental unit shall constitute delivery. In the event of termination of this lease as herein provided, TENANT will immediately give peaceful possession of the rental unit to the LANDLORD and will remove all of the TENANT'S property from the premises. If TENANT fails to surrender the premises, the LANDLORD may, at his option, proceed to evict the TENANT by forceable entry and detainer, bring suit for the entire amount of the lease or take any other action provided by law for obtaining possession of the premises; and any damages caused by TENANT'S breach of the covenants and conditions of this lease. If after the TENANT is ten (10) days in default for the nonpayment of rent and has removed a substantial portion of TENANT'S belongings from the rental unit; the LANDLORD may assume that the TENANT has abandoned the dwelling unit and the remaining property may be disposed of in accordance with the appropriate laws of the state.

14. RIGHT OF ACCESS. The LANDLORD, or his agents may, upon giving reasonable notice to the TENANT, enter the rental unit during reasonable hours using a pass key, to inspect the premises, make necessary or agreed repairs, decorations, exterminations, alterations, or to exhibit the rental unit to prospective purchasers, mortgagees, tenants, workmen or contractors. When TENANT has given written Notice of Intent to Vacate, the LANDLORD may show the rental unit to prospective tenants during reasonable hours.

15. LIABILITY OF LANDLORD IN COMMON AREAS. The TENANT agrees that the LANDLORD'S liability for fire, theft or breakage in common areas is limited to LANDLORD'S negligence.

16. NON-LIABILITY OF LANDLORD. The LANDLORD shall not be liable for any injury to the TENANT, his family, his employees, or agents, his business or social guests or for any loss of or damage to goods and chattels resulting from any defect in the premises or any equipment installed or located therein and the TENANT shall indemnify the LANDLORD and hold him harmless from any and all claims for such injury or damage.

If any employee or agent of the LANDLORD shall at the request of the TENANT render any service or do any act for or on behalf of or at the direction of the TENANT, which act or service is not required by the terms of this lease to be rendered by the LANDLORD to TENANT, then in any and all such cases such employee or agent of the LANDLORD, becomes wholly the agent of TENANT, and the LANDLORD shall not be liable in any manner for damages to property, or injury, or death to persons arising out of or in connection

WEIGAND-OMEGA MANAGEMENT, INC.

By: Martha Cisneros

DATE: 10/13/2020

only.

20. ABANDONED PROPERTY. Upon lease termination and surrendering possession of the rental unit to the LANDLORD by the TENANT or at the completion of the rental term or by any other means, any property remaining in or about the rental unit shall be assumed by the LANDLORD to be abandoned property and may be disposed of in accordance with laws of the state.

21. POSSESSION. It is the LANDLORD'S intent that the TENANT shall have possession of the rental unit on the date of the beginning of the lease term. If the LANDLORD shall be unable to surrender possession on that date by reason of the rental unit not being ready for occupancy, or by reason of the holding over of a previous TENANT, or as a result of any cause or reason beyond the direct control of the LANDLORD, then anything elsewhere herein contained to the contrary notwithstanding, the TENANT'S rent shall abate for the time during which he shall be unable to obtain possession of the rental unit; provided however, that upon at least five (5) days written notice to the LANDLORD such TENANT may terminate this lease and recover his security deposit.

22. EXTENDED ABSENCE BY TENANT. The TENANT shall notify the LANDLORD of any anticipated absence from the premises that will exceed seven (7) days, no later than the first day of such absence. The LANDLORD may enter the dwelling unit at times reasonably necessary, during any extended absence by the TENANT that exceed thirty (30) days.

23. SERVICE OF PROCESS. WEIGAND-OMEGA MANAGEMENT, INC. is the authorized agent and manager of the premises described in this lease. Weigand-Omega Management, Inc., 333 S. Broadway, Suite 105, Wichita, Kansas 67202-4325 may receive process for or notice and demands made upon the owner.

24. EARLY TERMINATION OF LEASE BY TENANT. Should TENANT desire to terminate this Lease prior to the expiration of the term set forth above, TENANT may do so by giving LANDLORD, in writing, sixty (60) days advance notice to this effect and pay at the time of said notice a termination fee in an amount equal to the security deposit set forth in paragraph three above, plus one month's rent, in addition to any rents or other charges due and owing. TENANT shall continue to pay rent during this 60-day notice period, and will be resonsible for all cleaning charges, damages, and all other costs necessary to prepare the rental unit for occupancy. LANDLORD will have right of access, as specified in paragraph 14. TENANTS in the U. S. Armed Forces must provide transfer orders and fifteen days written notice. Being discharged from the military is not considered a transfer. CWK (Initial)

25. VACATE NOTICES. All vacate notices, except for military transfers, must be in writing and provided thirty (30) days prior to the date of move-out. Military transfers must provide written notice fifteen (15) days prior to move-out along with a copy of the transfer papers as noted in 24 above. Failure to comply with these vacate notice requirements will result in forfeiture of the security deposit to cover releasing and associated administrative costs. The forfeiture of the security deposit in no way eliminates the tenant's liabilities relating to damages to the property, unpaid monies, or the financial balance of this contract. CWK (Initial)

26. LANDLORD disclaims any and all responsibility and liability for any acts, criminal or otherwise, committed by other tenants or third parties against the person or property of TENANT(S), all persons holding occupancy under the TENANT'S(S') name, and TENANT'S(S') guests. TENANT(S) acknowledges that LANDLORD is not obligated to provide security protection. TENANT(S) hereby specifically assumes the responsibility for the protection of their person and property and hereby releases, disclaims and waives any and all claims against LANDLORD that may arise now or hereafter whether LANDLORD provides security

CWK (initialed by TENANT(S))

I, (We), the undersigned, have read and understand the conditions and terms of this lease as set forth on the foregoing pages.

TENANT: Charles W Kee

TENANT:

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ORGANIZATION EXHIBIT

M

Account Number
816-587-9550-773-0
August 11, 2000

Southwestern Bell

Monthly Statement

► **Previous Charges and Credits**

Amount of Last Bill		25.29	
Payments Applied:	07-27-00	25.29cr	
Thank You			.00

► **Summary of Current Charges**

SWBell Telephone	(See Page 3)	22.41	
AT&T	(See Page 7)	1.29	
Taxes			
Total Federal Tax		.57	
Total State and Local Taxes		1.51	
Current Charges Due by Sep 08			25.78
► **Total Amount Due**			25.78

Payment Information

► Essential Charges $21.83 (See Page 2 for explanation)
► If charges greater than $5.00 are carried over to your next bill, a $1.60 late payment charge will apply.

Whom to Call

SWBell Telephone	For Billing Questions	1-800-585-7928
	For Payment Arrangements or Late Payments	1-800-616-1171
	To Place an Order or Change Service	1-800-464-7928
	For Repair Services	1-800-246-8464

For questions about the charges of other companies, refer to each company's page.

On your main line your Long Distance provider is AT&T.

Account Number
816-587-9550-773-0
February 11, 2000

Southwestern Bell

Account Summary

► **Previous Charges and Credits**

Thank You			.00

Check # 7961
02-24-00

► **Current Charges**

SWBell Telephone §	(See Page 3)	101.00	
AT&T ⊗	(See Page 11)	2.89	
SWBell Other Svcs	(See Page 12)	15.08	
Total Federal Tax		2.45	
Total State and Local Taxes		7.82	
Current Charges Due by Mar 10			129.24
► **Total Amount Due**			129.24

Payment Information

► Thank you for choosing the SWBell Phone Solution at a monthly rate of $39.95. For more details, please see the **SOLUTIONS** section of your bill.

Helpful Numbers

SWBell Telephone	For Billing Questions	1-800-585-7928
	For Payment Arrangements or Late Payments	1-800-616-1171
	To Place an Order or Change Service	1-800-464-7928
	For Repair Services	1-800-246-8464
AT&T	For Billing Questions	1-800-222-0300
SWBell Other Svcs	For Billing Questions	1-800-585-7928

"Team"

M-1

EXPLANATION OF TERMS AND SERVICES

Payment Information - You are responsible for payment of all charges on your bill. If you do not pay any portion of your bill, collection action may result. Your dial tone may be disconnected if you do not pay your essential charges which are tariffed telephone services. Examples of essential charges are services such as your telephone line, surcharges and fees, long distance, and The WORKS. If you do not pay other charges, such as voice mail, Inline, Wireless, and Internet, those services may be disconnected.

When paying in person, please bring any page of your bill.

When paying by mail, please return the lower portion of the first page with your payment.

(*) Rate Codes For Long Distance Calls

FIRST POSITION Customer Dial Rate	SECOND POSITION Service Charge	THIRD POSITION (If Applicable)
D = Day E = Evening N = Night/Weekend OVERSEAS D = Standard E = Discount N = Economy	C = Calling Card S = 0+Dialing to a Number P = Person X = Conference	M = Multiple Rate Period B = Mobile Follow-Me Call H = Multiple Rate Period Mobile Follow-Me Call

(-) Time and Charges Quoted

(#) State Taxable

(*) Rate Codes For Long Distance Calls

FIRST POSITION Customer Dial Rate	SECOND POSITION Service Charge	THIRD POSITION (If Applicable)
D = Day E = Evening N = Night/Weekend OVERSEAS D = Standard E = Discount N = Economy	C = Calling Card S = Station P = Person X = Conference	M = Multiple Rate Period B = Mobile Follow-Me Call H = Multiple Rate Period Mobile Follow-Me Call

(-) Time and Charges Quoted

(⊗) Primary Interexchange Carrier for Main Billing Number

(§) Local Service Provider for Main Billing Number

(‡) Non-regulated service, not required for dial tone

(#) State Taxable

When paying by mail, please return the lower portion of the first page with your payment.

When paying in person, please bring any page of your bill.

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H

Kansas City Power & Light

P.O. Box 219330, Kansas City, MO 64121-9330
www.kcpl.com

To report emergencies or for bill information, see reverse side.

Account Number	2140-31-8371	Statement Date	09-08-2000
Customer Name	CHARLES W KERR	Deposit	NO
Service Location	7900 N ANITA APT 2		PAGE 1

RATE DESCRIPTION AND SERVICE DATES

Rate Description	Rate Code			Days
RES STANDARD SERVICE	1RS1A	08-16-2000	09-06-2000	21

CURRENT USAGE AND BILLING CHARGES

Rate Code	Present Reading	Previous Reading	Multiplier	Usage	Amount
1RS1A	11950	11851	1	99	11.61
	KANSAS CITY FRANCHISE FEE				0.91
	THIS MONTH'S TOTALS				12.52
	PREVIOUSLY BILLED				12.95
	09-05-2000 PAYMENT				-12.95
	TOTAL AMOUNT NOW DUE				$12.52
	IF PAID AFTER SEP 29, 2000				$12.79

FINAL BILL

CHARLES W KERR
THIS IS YOUR FINAL BILL. THE PAST 12 MONTHS YOU HAD AN EXCELLENT PAYMENT RECORD. IF YOU NEED TO ESTABLISH CREDIT AT ANOTHER UTILITY, YOU MAY USE THIS MESSAGE AS A CREDIT REFERENCE.

COMPARATIVE USAGE INFORMATION

	Days	kWh	kWh Per Day	Total Cost Per Day
This Month's Usage	21	99	4.7	$0.59
Last Year's Month's Usage	NOT AVAILABLE			

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TO REPORT EMERGENCIES OR LIGHTS OUT, CALL TOLL FREE: 1-888-LIGHT-KC *(544-4852)*

TO ASK ABOUT YOUR BILL OR TO START OR STOP SERVICE:

Metropolitan Kansas City.....(816) 471-KCPL *(471-5275)* Paola.....(913) 294-6200

Outside the Kansas City metro area, use the following toll-free numbers:

Kansas:

Rural Johnson County.....1-877-260-7785
Anderson, Bourbon, Douglas, Franklin,
Linn, Miami and Osage counties.....1-800-223-0755

Missouri:

Buckner and Cleveland.....1-877-260-7785
Carroll, Chariton, Howard, Lafayette, Pettis,
Saline and Randolph counties.....1-877-288-5309

Representatives are available weekdays, 7 a.m. to 7 p.m. Routine billing assistance is available anytime, around-the-clock using our automated transaction and account information system.

TO REPORT STREETLIGHTS OUT (KANSAS CITY, MISSOURI ONLY): (816) 654-1400

TO PAY YOUR BILL:

- Mail payment in the enclosed return envelope. Please return bottom portion of bill only.
- Use a neighborhood payment location. For a list of Kansas City metro and Paola area locations near you, call (816) 221-INFO, ext. 7000, and enter your five-digit ZIP code.

KCPL'S ENERGYINFO LINE — (816) 221-INFO *(221-4636)*

EnergyInfo is KCPL's pre-recorded message line. Just dial **(816) 221-INFO,** then enter any of the four-digit codes listed below for the message you'd like to hear. Here's a complete listing of information available:

CUSTOMER SERVICE

7000 PAY STATIONS BY ZIP CODE
Enter your ZIP code (KC metro and Paola areas only)

7001 PAYMENT ARRANGEMENTS
If you need to make payment arrangements on a past-due bill

7002 NON-PAY RECONNECTION
What to do to get your electric service reconnected

7003 HOW TO PAY YOUR BILL
Payments by mail, Easy Pay Plan, pay stations by ZIP code

7004 HIGH BILL QUESTIONS
What causes your bill to rise

7005 BALANCE OF ACCOUNT
How to get your balance or change account information

7006 HOW TO BUDGET YOUR BILL
Information on KCPL's Average Pay Plan

7007 RESIDENTIAL RATE INFORMATION
How to qualify for lower rates

7008 ALTERATION OF AN EXISTING ELECTRIC SERVICE
Placing the order, permit, responsibilities, city inspection

7009 NEW CONSTRUCTION
Request for temporary service and

7017 TAXES AND YOUR ELECTRIC BILL
What part taxes play in your bill

POWER OUTAGES/SAFETY

7019 IF YOUR POWER IS OFF OR PARTIALLY OFF
What to check and when to call

7020 EMERGENCY SITUATIONS
Wires down, transformer door open, reporting emergencies

7021 STREETLIGHT PROBLEMS
How to report a streetlight that is out or on during the day

7022 TREE TRIMMING AND LANDSCAPING NEAR POWER LINES
Trimming safely and choosing the right tree

7023 CABLE LOCATION
DIG-RITE, DIG-SAFE when working around home or office

7024 ELECTRICAL SAFETY INSIDE THE HOME
Appliances, power cords and fire extinguishers

7025 ELECTRICAL SAFETY OUTSIDE THE HOME
Power lines, tree trimming, digging and kite safety

7026 ELECTRIC AND MAGNETIC FIELDS

7036 COLD WEATHER PROGRAMS IN KANSAS AND MISSOURI
How to register and apply

7037 2-D DELAYED DUE DATE PROGRAM
For the elderly or disabled with SSI or SS benefits

7038 WHAT TO DO IF YOU HAVE LIFE SUPPORT EQUIPMENT IN YOUR HOME
Alternatives to consider

7039 DOLLAR-AIDE
Energy assistance help for the needy

7040 POWER PLANT TOURS
Tours of fossil or nuclear plants

7041 SPEAKERS BUREAU
Three programs for kids and adults

7042 FREE WOOD CHIPS
For gardening and landscaping

ENERGY EFFICIENCY

7050 EFFICIENT NEW HOMES
A valuable energy package for new home buyers

7051 HOME IMPROVEMENTS
Ways to raise your existing home's energy efficiency and lower your utility bills

7052 ADD-ON HEAT PUMP PROGRAM
How to save when replacing your

M-4

ORGANIZATION EXHIBIT

N

UNION PACIFIC RAILROAD COMPANY

1416 Dodge Street
Omaha, Nebraska 68179

June 13, 2000

110.61-20.326

Mr. C. W. Kerr
226 Cherokee Drive
Jefferson City, MO 65101

Dear Sir:

I am in receipt of your letter, postmarked June 6, 2000, regarding my letter to you requesting repayment of the relocation allowance you received under the provisions of the Kansas City Hub Implementation Agreement in the net amount of $13,134.30.

I cannot accept your "solution" of direct depositing your check and changing your address in the record if you have not relocated your residence to the Kansas City address. In line with arbitral precedent, renting an apartment and commuting to one's home in another location is not sufficient proof that a residence has been established in the new location. All evidence demonstrates that you intend to maintain 226 Cherokee Drive, Jefferson City, as your principal place of residence. Therefore, you cannot be said to have changed your place of residence pursuant to the terms and conditions of the Kansas City Hub Agreement. For your review, I have enclosed an arbitration award that clearly supports the Carrier's position in this matter.

I suggest that you give this matter further consideration. I will extend the time for receipt of the repayment agreement until June 26, 2000.

Sincerely,

Andrea Gansen
Director Labor Relations

Copy to: W. Scott Hinckley
C. R. Rightnowar

N-1

Special Board of Arbitration

Issue: NYD-217 Interpretation
Case 1 - Seven Claims

Union Pacific Railroad Company

vs

Allied Service Division
Transportation Communications Union

Award Issued: February 24, 2000

Edward L. Suntrup
Arbitrator

N-2

In the Matter of Arbitration

Allied Services' Division Transportation Communications Union	)	
vs	)	**Special Board of Arbitration** **NYD-217 Case 1 - Seven Claims**
Southern Pacific Transportation Company Union Pacific Railroad Company	)	

Before

Edward L. Suntrup, Arbitrator

Appearances

For the Company

Dean D. Matter	-	General Director, Labor Relations

For the Union

T. P. Stafford	-	President, Allied Services Division
Phillip T. Trittel	-	Assistant to the President

Background

The U.S. Surface Transportation Board (STB) approved the merger of rail carriers controlled by the Union Pacific Corporation (UP) and the Southern Pacific Rail Corporation (SP) in September of 1996 under Finance Docket No. 32760.[1] In so doing the STB imposed New York Dock Railway --- Control --- Brooklyn Eastern District (NYD) conditions adopted by the former Interstate Commerce Commission (ICC) in Finance

[1]These carriers include the Union Pacific Railroad Company, the Missouri Pacific Railroad Company, the Southern Pacific Transportation Company, the St. Louis Southwestern Railroad Company, SPLSL Corporation, and the Denver and Rio Grande Western Railroad Company.

N-3

Docket No. 28250, 360 ICC 60, 84-90 of 1979 on the merger.[2] In accordance with NYD the Carrier served notice on September 16, 1996 to the Allied Services Division of the Transportation Communications Union (ASD-TCU) of its intent to consolidate forces represented by this union throughout the newly merged SP-UP system. The parties thereafter entered into negotiations in accordance with Article 1, Section 4 of NYD which states the following, in pertinent part.

> Article 1
>
> 4. Each railroad contemplating a transaction which is subject to these conditions which may cause dismissal or displacement of any employees, or rearrangement of forces, shall give at least ninety (90) days' written notice of such intended transaction by posting a notice on bulletin boards convenient to the interested employees of the railroad and by sending registered mail notice to the representatives of such interested employees. Such notice shall contain a full and adequate statement of the proposed changes to be affected by such transaction, including an estimate of the number of employees of each class affected by the intended changes Prior to consummation the parties shall negotiate in the following manner.
>
> Within five (5) days from the date of receipt of notice, at the request of either the railroad or representatives of such interested employees, a place shall be selected to hold negotiations for the purpose of reaching agreement with respect to application of the terms and conditions of this appendix, and these negotiations shall commence immediately thereafter and continue for at least thirty (30) days. Each transaction which may result in a dismissal or displacement of employees or rearrangement of forces, shall provide for the selection of forces for all employees involved on a basis accepted as appropriate for application in the particular case and any assignment of employees made necessary by the transaction shall be made on the basis of an agreement or decision under this Section 4. If at the end of the thirty (30) days there is a failure to agree, either party to the dispute may submit it

[2]Carrier Exhibit A. The acronym, NYD and the phrase, New York Dock Conditions are used interchangeably in this Award. When the parties' Implementing Agreement is referenced it is called NYD-217.

N-4

for adjustment in accordance with the following procedures.....

A Memorandum Agreement (NYD-217), affecting some 1,800 clerical employees represented by the union, was signed by the company and the union on December 18, 1996. This Agreement has appended to it Letters of Understanding, Attachments, as well as a list of Q&As mutually agreed upon by the parties . The set of Q&As, commoniy appended to Implementing Agreements in this industry, was developed by the parties to assist them in understanding and applying the provisions of NYD-217.[3]

Provisions framed by the parties in NYD-217 permitted the Carrier to transfer work and positions between the SP and the UP upon giving appropriate notice to the employees involved. Employees thus affected were covered by provisions found in NYD and/or in the newly negotiated NYD-217 itself. In this respect, the latter states the following.

> **Article I**
>
> The labor Protective Conditions as set forth in the New York Dock Conditions which, by reference hereto, are incorporated herein and made a part of this Agreement shall be applicable to this transaction.
>
> Employees affected as a result of the transaction pursuant to this Agreement will be provided an election of available employee protective benefits as set forth in Article I, Section 2 of New York Dock Conditions.

Article I. Section 2 of NYD guarantees that rates of pay, rules, and other working conditions would remain preserved under "...applicable laws and/or existing collective

[3]This full set of documents is found in TCU Exhibit A and Carrier Exhibit B.

N-5

bargaining agreements..." unless changed by future agreements or "...applicable statutes...".

NYD-217 then states, at Article I, the following.

Article I

Employees affected as a result of the transaction covered by this Agreement and who elect to accept work at another location will be provided with protective benefits as set forth in Article I, Sections 2 (see above), 9 and 12 of New York Dock Conditions, or the moving benefits outlined in Attachment "B".

Article I, Sections 9 and 12 of NYD operationalize benefits to be received by employees with respect to moving expenses and losses from home removal. Attachment "B" of NYD-217 states the following.

Attachment "B"

Section 1

(a) An employee who is required to change place of residence, as defined below, in the exercise of seniority as a result of a transaction under this Agreement who, on the date notice of transaction is issued, owns their home or is under a contract to purchase a home, shall be afforded one of the following options which must be exercised within fifteen (15) days from the date affected or assigned to a position at the new work location:

Option 1: Accept the moving expense and protection from loss in sale of home benefits provided by the terms of the New York Dock Conditions and Section 2 or, in lieu thereof, any property protection agreement or arrangement.

Option 2: Accept a lump sum transfer allowance of $20,000.00 in lieu of any and all other moving expense benefits and allowances provided under terms of the New York Dock Conditions and this Attachment "B".

NOTE: A "change of residence" as used in this Agreement shall only

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be considered "required" if the reporting point of the affected employee would be more than thirty (30) normal route miles from the employee point of employment at the time affected.

(b) An employee referred to above who does not own a home or is not obligated under contract to purchase a home shall be afforded one of the following options which must be exercised within fifteen (15) days from date affected or assigned to a position at the new work location:

Option 1: Accept the moving expense benefits provided by the terms of the New York Dock Conditions and Section 2 or, in lieu thereof, a property protection agreement or arrangement.

Option 2: Accept a lump sum transfer allowance of $10,000.00 in lieu of any and all other moving expense benefits and allowances provided under terms of the New York Dock Conditions and this Attachment "B".

(c) If an employee holds an unexpired lease of a dwelling occupied as his/her home, the Carrier shall protect such employee for all loss and cost of securing the cancellation of said lease as provided in Sections 10 and 11 of Washington Job Protection Agreement in addition to the benefits provided in this Section.

Section 2

An employee electing the moving expense benefits under the New York Dock Conditions shall receive a transfer allowance of Two Thousand Five Hundred Dollars ($2,500.00). In addition, the provisions of Section 9, Moving Expenses, of the New York Dock Conditions which provides "not to exceed 3 working days" will be increased to "not to exceed 5 working days".

Section 3

An employee who voluntarily transfers under terms of this Agreement, and who is required to change place of residence and elects the lump sum transfer allowance in lieu of any and all other moving expense benefits and allowances, shall be accorded on assignment a special transfer allowance of $5,000.00 in consideration of travel and temporary living expenses while undergoing the relocation. However, such employee will not be permitted to voluntarily exercise seniority on a position which again will require a change of residence outside the new point of employment for a period of twelve (12) months from date of assignment, except in

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cases of documented hardship and then only by written agreement between Labor Relations and the respective General Chairman/President.

Employees affected by a transaction are given options under Article III, Section 3 of NYD-217 as follows.

Article III, Section 3

The Carrier will determine the number of positions to be relocated or abolished at a given location as the result of the implementation of a transaction. Advertised positions to be established at the new location will be awarded in accordance with Letter of Understanding No. 5. Employees on the affected roster/zone will be given the simultaneous options of:

A. Receiving severance under the separation program (Attachment A)
B. Exercising seniority.
C. Relocating to accept a clerical position at a new location.
D. Entering voluntary furlough status (benefits suspended).

Employees will be asked to rank each option in order of preference. The option of each employee will be honored in seniority order until all the relocated positions have been filled or there are no surplus of employees on the roster/zone available to fill the relocated positions...

There are seven Claimants in this case. There is no dispute that all were affected by a transaction as defined by NYD,[4] result of the UP-SP merger. All of the Claimants exercised seniority to Hearne, Texas under option B. of Article III, Section 3 of NYD-217 when the Carrier initiated a "...rearrangement of forces..." under Article I, Section 4 of NYD. The Claimants had all been headquartered outside a 30-mile radius from Hearne and, according to the union, were eligible for benefits under Article III, Section 5 of NYD-217. These latter provisions state the following.

[4]See (1.) Definitions (a.) "Transaction".

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Article III, Section 5

An employee required to change place of residence as a result of election to follow a position will be entitled to the moving benefits set forth in Attachment "B".

A "change of residence" as used in this Agreement shall only be considered "required" if the reporting point of the affected employee would be more than thirty (30) normal route miles from the employee point of employment at the time affected.

If an employee receives a monetary relocation allowance and does not report to his/her newly assigned work point on the assigned date, he/she shall forfeit his/her accumulated seniority and be treated as though he/she had submitted a voluntary resignation, except in cases of illness or other physical disability or unless prior arrangements have been made in writing with the new supervisor.

When the seven employees opted to exercise seniority to Hearne, Texas they did so from one of three locations: Houston, Beaumont or Dayton, Texas. All three locations are more than thirty miles from Hearne.[5]

The seven employees applied for benefits under NYD-217, Attachment "B". After the Carrier conducted an audit NYD-217 benefits were denied totally for five of the Claimants for the move to Hearne. These five Claimants have never received any compensation under any form from the Carrier. In the other two cases, the Claimants were paid $25,000 for the Hearne, Texas move. But since they were both bumped shortly after they accepted the Hearne assignment, took dismissal allowance, and then were called to work to St. Louis, the Carrier advised both to use the payment already received

[5]Houston, Dayton and Beaumont, Texas which are the locations where the Claimants were working when they exercised seniority to Hearne, are 120, 150 and 205 miles, respective, from Hearne. The Claimants either lived in these cities or in the urban confines of these cities. See Map (TCU Exhibit B).

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for the Texas to St. Louis, Missouri move since the Carrier contended that these two Claimants had never established residence at Hearne, Texas in the first place. The genesis of the instant case centers on the Carrier's refusal to pay moving allowances to all seven of the Claimants after they had all exercised seniority, and actually went, to Hearne, Texas.

The record shows that the Carrier had allowed moving allowances for some employees relocating to Hearne, Texas. The Carrier's denial of benefits in the seven cases is based on its contention that the Claimants failed to demonstrate that they had ever changed their places of residence after exercising seniority to Hearne. According to the Carrier, NYD-217, Attachment "B" benefits should only be given to employees who "...actually relocate and change their place of residence...".

It is the union's contention, in the claims it filed on behalf of each of the employees here at bar, that benefits should have been granted to them under NYD- 217, Attachment "B" after they exercised seniority to Hearne.

After the union filed the claims, and absent settlement on property, the parties brought the claims to arbitration. The parties agreed to combine the claims filed for all seven of the employees under this one case. The issue for arbitration, therefore, is the following.

Issue

Did the Company violate the terms of the NYD-217 Implementing Agreement when it refused to compensate Claimants D. Colbert. A. Galentine, C. Hemphill,

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T. Krolczyk, R. Lee, N. Norfleet, and E. Perrine their Lump Sum moving benefits outlined in Attachment "B" of the Agreement?

If the answer to the above question is in the affirmative, shall the Carrier now be required to pay the Claimants listed above their Lump Sum Moving Benefits as so claimed?

According to the union, relief to be paid in each of the individual cases, if the answer to the question at issue is answered in the affirmative, is the following.[6]

Name of Claimant	Relief Requested
Donald K. Colbert	$ 15,000
A. W. Galentine	$ 15,000
Carolyn E. Hemphill	$ 25,000
Tony J. Krolczyk	$ 25,000
Richard Lee, Jr.	$ 15,000
Neil A. Norfleet	$ 15,000
E. K. Perrine	$ 15,000

Additionally, the union requests that the Carrier pay "...any cost (incurred by the Claimants) related to an unexpired lease of a dwelling...", as provided in Sections 10 and 11 of the Washington Job Protection Agreement as stated in Section 1 (c) of Attachment "B" of NYD-217.

Discussion

This is not a class action case. After review of the record before him the arbitrator concludes, as does the company in its Brief, that the request for NYD-217, Attachment "B" benefits by each of the Claimants must be considered separately, on its merits, and

[6] TCU Submission @ p. 33.

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that "...eligibility for benefits turns upon the facts in each individual case...".[7] This conclusion is not disputed by the union. The union discusses each of the Claimant's claims separately in its Brief[8] and by means of supporting Exhibits.

This is a contract interpretation case. The arbitrator will discuss first of all, therefore, the parties' respective arguments with respect to the contract interpretation and construction issues related to NYD-217. The arbitrator will then discuss each of the employee's claims separately, ruling on the parties' arguments as they relate to the facts of each claim accordingly.

Arguments

The union's arguments in this case will be reviewed first. It is the position of the union that the Carrier violated the provisions of NYD-219 and the agreed-to answers to certain questions attached to that Agreement when the Carrier did not grant all of the Claimants Attachment "B" benefits after each of them exercised seniority to Hearne, Texas. The Q&As pertinent to this case, according to the union, are the following.

> Q. An employee does not accept a position to follow work to a new location and decides to exercise a displacement, however, the only position left requires a change of residence. Is the employee entitled to the same benefits outlined in the UP-SP Implementing Agreement No. NYD-217 as if he/she had followed the work to a new location, i.e. benefits of Attachment "B"?
>
> A. Yes.

[7]Carrier's Submission @ p. 11.

[8]TCU Submission @ pp. 4 through 25.

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Q. **If an employee exercises seniority onto a position on his/her seniority district and receives moving allowance under the Agreement and is later displaced and is required to move again, will that employee receive moving benefits again under the UP-SP Implementing Agreement No. NYD-217?**

A. Yes, if the required move is the result of a transaction under NYD-217.

The union argues that all of the employees involved here had to change their places of residence. But for how long? According to the union, that is not a determinative factor in the interpretation of NYD-217 benefits. The union notes that according to the company, the employees should not receive moving expenses because their move to Hearne, Texas did not require a "...change(..) in their place of residence on a permanent basis...".[9] The union argues that this interpretation of NYD-217 is not correct.

The union further argues that the parties were aware of the problem of multiple changes of residence by employees which could result from the rearrangement of forces after the UP-SP merger. The union already had experience with such circumstances off the earlier SP/DRGW merger. This is why the parties addressed this issue in the Q&As cited in the foregoing, according to the union. The union argues that the company is now trying to back off from its obligations under NYD-217 by arguing that things like short tenure (in a position), short leases, no registered phone in the name of the transferring employee, and so on are reasons for denying moving benefits.

According to the union, it was not the fault of the Claimants to this case if they got

[9]TCU Submission @ p. 29.

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bumped a short time after they exercised seniority to Hearne, Texas from the location of their prior assignments. In this respect, the union states the following:

> "These Claimants did everything they could to try to establish a permanent residence (in Hearne, Texas) only to get bumped before they completed attaining utilities, phones, etc. Some took the only available apartments because of time constraints for reporting to their positions. Others had the intention of maybe finding another apartment or residence in a better location closer to Hearne, Texas. Most of these Claimants did not receive the $5,000 special transfer allowance to which they were entitled while undergoing relocation. They were required to incur expenses without an assurance that the Carrier would abide by the Agreement...The Carrier failed to abide by their part of the Agreement...".[10]

The union then discusses specific circumstances. First, there is the issue of sequential moves. Three of the Claimants to this case (Colbert, Galentine, and Norfleet were involved in two moves.[11] According to the union, if both moves involve a transaction these employees should have been paid twice ... "...(h)owever costly..." this might be to the Carrier. According to the union, the Carrier "...cannot deprive these Claimants of negotiated benefits regardless of the number of times an employee is required to move...". Secondly, the union states that the Carrier has been inconsistent in its payment of moving expenses. Three other employees had, in fact, according to the union, received lump sum moving expenses even though they had not met the Carrier's tenure criteria. In all three instances, these employees had, however, taken separation pay

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[10]TCU Submission @ p. 30.

[11]There is no dispute that Colbert, Galentine & Norfleet were properly recalled to work to St. Louis, Missouri, from their original points of work, somewhat shortly after they were quickly bumped after going to Hearne, Texas. Claimant Lee is a special case. He is disputing his recall to St. Louis, after being bumped at Hearne, in a separate claim. Lee has never moved to St. Louis. (See Carrier's Exhibit R @ pp. 10-12 attached to this case.)

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as a second option. Thirdly, the union argues that information required of an employee affected by a transaction in order to receive lump sum moving expenses under NYD-217 was two pieces of evidence: one which proved home ownership, and the second which was a signature on an Election of Benefits' form certifying that he or she was eligible for the benefits. The process was simplified, according to the union, because the Carrier "...did not want to hassle about moving issues...(which was) the purpose of Lump Sums outlined in the Implementing Agreement...".[12] But in the case of the Claimants to this case, according to the union, the company always appeared to want more information beyond the two pieces of evidence cited above. According to the union, the company even generated a new form called the "Request for Information Pertaining to Application for Relocation Benefits" which the union took exception to.

In conclusion the union argues that:

> "These employees have attempted to the best of their ability under the circumstances involved in these cases to establish residences in the Hearne, Texas area. The documentation furnished by each Claimant clearly proves that each was legitimately attempting to relocate and establish a residence in the Hearne, Texas area. They were bumped through no fault of their own and had no control over the duration of their stay on the positions they occupied at Hearne, Texas. The Carrier must not be allowed to deny the...Claimants these negotiated moving expense benefits."[13]

According to the Carrier, on the other hand, each of the Claimants to this case chose option B. of Article III, Section 3 of NYD-217 as their first choice. This option B

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[12]TCU Submission @ p. 31.

[13]TCU Submission @ p. 33.

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only means "...fully exercising (or exhausting) SP seniority...". It does not necessarily mean a relocation although exercising option B. could result in a change of residence. It does not have to. But it could. Further, the exercise of option B. does not mean relinquishing seniority on an old roster and taking "...a new clerical position with 'dovetailed' seniority on a completely new seniority roster...".[14]

According to the Carrier, it is option C. of Article III, Section 3 which deals with relocating to accept a new clerical position on a dovetailed seniority roster at a new location.

After making this distinction the Carrier then argues that the same standards should apply to a change of residence as apply to a relocation albeit employees choosing option B. of Article III, Section 3 in this case are not, in fact, relocating. But they could be changing their place of residence.

The issue then, according to the Carrier, is whether the seven employees here ever did change their place of residence after exercising option B. To answer this question, according to the Carrier, it is necessary to establish criteria which can be used to determine whether "...an employee has changed his/her place of residence...". Then it remains to simply apply these criteria to the cases of each of the Claimants.

The Carrier states that the parties should be able to stipulate the following in this case.

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[14]Carrier's Submission @ p. 5.

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(1) Each of the seven Claimants exercised seniority and displaced to clerical positions which were in excess of 30 miles from their previous headquarters point.

(2) Each of the Claimants exercised SP seniority to SP clerical jobs (at Hearne) and did not relinquish SP seniority in order to move to the UP.

(3) Each of the Claimants contend that they changed their place of residence.

If the Claimants' contention # (3) is correct, according to the Carrier, then they are eligible for moving expenses and related benefits in accordance with Section 1(a) of NYD-217.

But, according to the Carrier, the question then becomes the following: what does a change of residence mean?

To answer this question the Carrier references arbitral precedent in this industry as follows.

Award 220 of a Special Agreement Board off the former CN&W concluded, in 1992, that change of residence can be determined by whether such change was "temporary" or "permanent", and by looking at the "...intention of the transferred employee...".[15] That Award concluded, in citing also earlier Award 210 of that same Board, that if there is sufficient evidence that the change in residence was temporary, then moving benefits should not be paid.

Award 18 of PLB 3399 off the SP also addresses the question of change of residence. It concludes, after citing the "...reputable authority..." of earlier Awards 219 of

[15]Carrier's Submission @ p. 8 citing Carrier's Exhibit H @ p. 5.

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PLB 1186, and 6 of PLB 3096, that "...temporary commuting arrangements.." do not qualify as a change of residence. According to Award 18 of PLB 3389, "...renting a motel room for a few weeks..." would not "...support a claim for a transfer allowance..." under the Agreement at bar in that case.[16]

Along these same lines, Award 17 of PLB 4561, which was issued in 1992 and which was also off the UP, concluded that several rental checks are insufficient proof of a..." change of residence...". In Award 16 of that same Board the referee concluded that proof of purchase of a residence (assuming it was a bona fide transaction) is sufficient to show a change of residence and is sufficient for the Claimant, in this latter case, to have been eligible for relocation benefits.[17]

Award 7 of PLB 3096 held, in denying relocation benefits in that case, that "...a person establishes a residence when she or he takes all the overt measures that express an intent to establish a permanent home..." and that renting an apartment and commuting to one's home in another location is not sufficient proof that a residence has been established in the new location.

Award 1 of PLB 4792, also off the ICG as was Award 7 of PLB 3096 cited in the immediate foregoing, concluded that if an employee physically moves to a new location, but "...with intent to maintain their principal place of residence at the original home...", such employee cannot be said to have changed their place of residence. This same Board

[16]Carrier's Submission @ p. 9 citing Carrier's Exhibit I @ p. 3.

[17]Carrier's Submission @ p. 9-10 citing Carrier's Exhibits J & K.

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also denied relocation benefits in Award 2 because the employee could not show that he ever intended to change his place of residence.[18]

In conclusion, after citing these Awards, the Carrier argues as follows.

> "NYD-217 requires an employee to change their place of residence in order to be eligible for the moving benefits found therein. Merely 'pretending' to change one's place of residence does not grant the relocation benefits provided by the Agreement. If it had been the intent of the parties to allow moving benefits for these employees who temporarily change their place of residence, there would have been no need to give homeowners a higher level of benefits than those benefits granted to renters. Homeowners certainly would not have incurred greater expenses in moving to a location for several months than renters...it is the Carrier's position that each of the seven (7) Claimants in this case failed to demonstrate that they changed their place of residence...(after they exercised seniority to Hearne, Texas from their prior work points)".[19]

Discussion & Rulings

A review of the record in this case shows that six of the Claimants, after exercising seniority to Hearne, were bumped quite quickly after arriving there and then went on dismissed status. Four of them were subsequently recalled to work at St. Louis, Missouri on October 5, 1998. One of the four who was recalled to St. Louis is disputing this but that is a separate issue which has no bearing of this particular employee's request for moving benefits to Hearne, Texas from Houston in this case. Two of the seven employees remained on dismissed status as of the hearing date of this case. The seventh employee moved to Hearne in August of 1998, was quickly bumped, and then opted for separation

[18]Carrier's Submission @ pp. 10-11 citing Carrier's Exhibits L, M & N.

[19]Carrier's Submission @ p. 11-12.

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pay under NYD-217. Two of the seven did receive lump sum moving benefits after exercising seniority to Hearne, Texas and then were instructed by the Carrier to use these benefits for a Texas to St. Louis move when they were recalled to the latter point after a very brief tenure at Hearne. The other five employees received no financial benefits, to date, for their exercise of seniority to Hearne.

There are a number of different ways in which the claims of these seven employees could be grouped, for analysis purposes, in this case. But after complete review of this issue the arbitrator concludes that grouping the cases one way or another would not be particularly advantageous nor helpful in framing rulings on the merits of the claims themselves. The facts associated with each of the claims are somewhat idiosyncratic although all of the claims do have a common feature. That common feature is that in all of the cases the employees' tenure at Hearne, Texas, after they exercised seniority to that point, was very brief.

The arbitrator will rule first of all on the claims of the three employees whose cases center uniquely on the Hearne move and who thereafter, after they were bumped, either took a separation allowance or remain on dismissed status. The arbitrator will then rule on the four additional claims by the employees who were called to St. Louis after being bumped at Hearne. Proceeding in this manner is but an analytical convention. Ruling on each claim will hinge on the merits of each case.

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(1) Rulings on the First Three Employees Who Took a Separation Allowance and/or Are on Dismissed Status.

(a) The Claim of Carolyn E. Hemphill

Claimant Hemphill was displaced on August 22, 1998 from her assignment at the Intermodal Ramp in Houston, Texas. She exercised seniority to Hearne, Texas and trained on a position there on August 22-25, 1998. She laid off sick on August 26, 1998. Claimant Hemphill was displaced at Hearne on August 26, 1998. She effectively worked at Hearne for the four days she was in training, and took off sick one additional day. She then elected to take separation pay of $75,000 in accordance with Attachment "A" of NYD-217.[20] This Claimant made application for Attachment "B" lump sum moving benefit of $25,000.

According to information of record the Claimant signed a six month agreement to rent a residence in Hearne. The rental contract ran from August 20, 1998 through February 19, 1999 with rent to be paid to a certain person living in Spring, Texas. The contract states that a full month's rent of $300.00 was "...due and payable no later than 9-5-98...". The Claimant also gave the Carrier a short, hand written document wherein she states that she used her personal truck to move her bedroom suite, portable TV, clock radio, microwave and personal effects to Hearne from her home after she exercised seniority to Hearne. Utilities were never put in the name of the Claimant albeit the lease

[20]Attachment "A" of NYD-217 is not cited here because is it not directly germane to the issues in this case. Claimant Hemphill received $75,000 because she had over 20, but less than 25, years of seniority.

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she allegedly signed states that the utilities were to be paid by the renter.

A review of the record in this case shows the following. The address of the alleged landlady who owned the leased property was, in fact, the address of a relative of the Claimant to this case. Further, since the rent was not due until September 5, 1998 there is no evidence that any money was ever exchanged or that an rent was ever paid by the Claimant. The arbitrator is confronted, in this case, with the anomaly of an employee claiming to have established an address at a point which is thirty miles or further from her home location: but there is no evidence that any rent had even been paid and/or was even due during the Claimant's brief tenure at Hearne. Further, the address where the rent was ultimately supposed to be paid was an incorrect address. The arbitrator also observes that the lease agreement was signed by the owner of the property. This was a certain "Estella Dubose". But no such person exists. The utilities at the property allegedly rented by the Claimant were in the name of a certain "Estella Duboise".[21] Is the arbitrator to believe that the owner of the property did not know how to spell her name when she filled out and signed the lease agreement? A more credible interpretation of the alleged rental agreement is that whoever filled it out did not know how to spell the name of the owner and forged her name. The Claimant states that she moved some furniture to Hearne from her home in Houston. She may have. But there is no clear indication where she ended up putting that furniture. Unless she had the extraordinary situation, which the arbitrator

[21]See and compare TCU Exhibit Z and Carrier's Exhibit Q @ p. 4.

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finds less than credible, of a landlady allowing her to move furniture into a residence long before any rent was paid. The Organization argues, in this case, that it was not necessary for the Claimant to have established a permanent residence in Hearne in order to have been eligible for Attachment "B" benefits. On basis of the evidence of record it is far from clear that the Claimant established any residence during the four days in August of 1998 that she worked at Hearne, much less a permanent one. Precedent established by Award 220 of the Special Board off the CN&W, and Award 219 of PLB 1186, Award 6 of PLB 3096 and Award 18 of PLB 3399 applies here.

Ruling

Upon the basis of the full record before him the arbitrator rules that the claim for lump sum moving benefits by Claimant Hemphill under Attachment "B" of NYD-217 to Hearne, Texas in August of 1998 should be denied.

(b) The Claim of Tony J. Krolczyk

Claimant Krolczyk was displaced on December 17, 1998 at Houston, Texas. He exercised seniority to Hearne, Texas, effective December 22, 1998. Claimant Krolczyk trained for five days while at Hearne, was paid for four holidays (Christmas eve and Christmas and New Year's eve and New Year's day) and took two additional personal leave days while there. He was displaced at Hearne on January 2, 1999. Thereafter he became a dismissed employee under NYD and remained in that status as of the hearing on his claim in this case. On December 22, 1998 employee Krolczyk requested homeowners lump sum of $25,000 in relocation benefits.

There is a document in the record of this case showing that the Claimant signed an

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apartment lease on December 27, 1998 for an apartment at 7 Patinka, Hearne, Texas. It was a month to month lease for $425.00 per month, with a three month minimum, with a security deposit of $425.00. There is in the record a letter under the letterhead of White & Associates, Real Estate/Insurance which states that the Claimant forfeited the security deposit because he had not given a thirty day written notice prior to surrendering the property. This letter is dated August 19, 1999. It is signed by a certain Bradley E. Ely whom the Claimant states "...works for White & Associates...". The check is made out to Bradley E. Ely.

There is an anomaly in the record with respect to the Claimant's Houston address.[22] It is not clear, from the record, whether his address there is 171 Dogwood Trail, New Caney, Texas or whether it is 10154 Scotsbrook, Houston, Texas. Employee Krolczyk claims it is the latter, but there is much evidence that it is really the former. This evidence includes a cashed check with the former address on it for the rental deposit in Hearne, as well as consolidated tax statement which appears to be from the tax assessors office.[23]

But irrespective of where the Claimant lived while in Houston prior to exercising seniority to Hearne, the evidence on Hearne shows that the Claimant only had to be physically present in Hearn for five days of training. Although he did sign a lease on

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[22]Proof of ownership when requesting a "homeowner's" benefit has never been established with certainty in this case. The deed provided is obscure, at best, and the tax bill has been altered.

[23]See Carrier's Exhibit T (complete) as well as TCU Exhibits FF through LL. On one statement the Claimant simply scratches off the address on the assessor's statement and replaces it with another.

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December 27, 1998 there is no evidence that other measures were taken to establish residence in Hearne for what must have been the three additional days, after that point, that the Claimant trained at Hearne after signing the lease.[24] There is no evidence that utilities were ever hooked up nor paid. There is no evidence that phone service was established. Claim that a cell phone was used is not supported by any evidence of a phone bill for such having been paid. There is insufficient proof here that the Claimant ever established any residence in Hearne, Texas after he exercised seniority to that point and the Board will rule accordingly. Precedent established in Award 220 of the Special Board off the CN&W, Award 219 of PLB 1186, Award 6 of PLB 3096 and Award 18 of PLB 3399 apply here.

Ruling

Upon the basis of the full record before him the arbitrator rules that the claim for lump sum moving benefits by Claimant Krolczyk under Attachment "B" of NYD-217 to Hearne, Texas in December of 1998 and January of 1999 should be denied.

(c) The Claim of E. K. Perrine

Claimant Perrine was displaced on her position at Beaumont, Texas on May 21, 1999. She exercised seniority to Hearne, Texas effective May 26, 1999. On June 2, 1999 Claimant Perrine was displaced at Hearne. She could no longer hold a position on her seniority district, therefore, she became a dismissed employee and was drawing a

[24]A review of the December, 1998 calendar shows that the only training days the Claimant could have worked while starting on December 22, 1998 were the 22nd and 23rd and then three days during the week of December 27, 1998. In either case the Claimant would not have been required to have been in Hearne, starting the week of December 27, 1998, more than three days.

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dismissal allowance when her claim was heard by the arbitrator. Claimant Perrine claimed renter's benefits of $15,000 for her move to Hearne, Texas from Beaumont and a transfer allowance of $5,000.

A review of the record shows that Claimant Perrine signed a rental agreement on May 22, 1999 in College Station, Texas. This latter town was some distance from Hearne because, this Claimant states, it was difficult to find housing in Hearne. She also submitted a $45.00 bill for a rental trailer, a receipt from the College Station utility company which was sent to her at a Houston, Texas address and a cell phone bill which was sent to the College Station address.

The Claimant was assigned to Hearne, after she exercised seniority there, for seven calendar days. Although the Claimant did sign a lease for an apartment in nearby College Station there is no evidence that she actually established residence in or near Hearne, Texas in accordance with the reasonable intent of Attachment "B" of NYD-217. The Claimant certainly appears to have been making preparations to change residence, but there is no evidence that she actually did so. The fact that one month of a cell phone bill was sent to the apartment address in College Station could have a number of explanations, none of which warrant conclusion that the Claimant had established a residence at there. The rule of reasonableness, applied to this case, warrants conclusion that the Claimant's work tenure at Hearne was of such brief duration that the Claimant did not have any reasonable opportunity to change residence to or near that location. Precedent established by Award 220 of the Special Board off the CN&W, Award 219 of

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PLB 1186, Award 6 of PLB 2096 and Award 18 of PLB 3399 applies here.

Ruling

Upon the basis of the full record before him the arbitrator rules that the claim for lump sum moving benefits and the transfer allowance by Claimant Perrine under Attachment "B" of NYD-217 to Hearne, Texas in May and June of 1999 should be denied.

(2) Rulings on the Second Four Employees Who Were Recalled to St. Louis

(a) The Claim of Donald K. Colbert

Claimant Colbert was displaced on June 26, 1998 at Dayton, Texas. He then exercised seniority to Hearne, Texas and reported for duty there on July 15, 1998. Employee Colbert elected for lump sum moving benefits as a home owner after exercising seniority to Hearne and was paid $25,000 by the Carrier. He was displaced at Hearne on July 19. 1998 and then became a dismissed employee. He was paid a dismissal allowance under NYD until October 5, 1998 at which time he was recalled to work at St. Louis, Missouri.

At issue here is whether this Claimant should have been paid moving benefits from Dayton to Hearne. When Mr. Colbert moved to St. Louis in October of 1998 the Carrier advised him to use the payment of $25,000 for the move from Texas to St. Louis as his lump sum moving allowance. An additional claim for $15,000 filed by Mr. Colbert for alleged move from Hearne to St. Louis, Missouri was denied.

Did employee Colbert ever establish a residence in Hearne, Texas during his five day tenure there? When Mr. Colbert filed his election of benefits form he presented

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documentation to the Carrier which showed his owner's address at 3970 Chaison Street, Beaumont, Texas.[25] Owner's address is listed under the name of Donald K. Colbert Sr. and his wife, Linda Colbert. The apartment lease contract which the Claimant signed on 7-16-98 at Hearne, Texas after exercising seniority to that point states that he will be the only occupant of the apartment.

When the Claimant vacated the apartment in Hearne after having put a $100.00 deposit down on it the forwarding address is his home residence in Beaumont, Texas.[26]

On October 19, 1998 the Claimant wrote to his union representative that he wanted to file a "...claim for moving expenses for move from Hearne, Texas to St. Louis, Mo. (because he)...was renting in Bryan, Texas near Hearne, Texas from July 17, 1998 until October 31, 1998...".[27] Such statement is not consistent with either the Vacate Report from the apartment owner which was sent to the Claimant only two days after he was bumped at Hearne, after having spent only five days working at this location, or with other statements which the Claimant himself put in writing when corresponding either with his union representative or with the Carrier.[28] The Claimant did not rent an

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[25]All documentary information on this Claimant is found in Carrier's Exhibit O (all pages) & TCU Exhibit C through L.

[26]Reletting fee was $243.00 minus the $100.00 deposit or $143.00. See and compare information cited here on home in Beaumont, apartment in Hearne, and then the return to Beaumont: TCU Exhibit @ p.3 & Carrier's Exhibit O @ pp. 9-10 & 16-18 inter alia.

[27]Carrier's Exhibit F @ p.2.

[28]In the Claimant's October 19, 1998 letter to the Carrier and to the union he talks about the apartment lease in Bryan, Texas (Hearne) "...from July 17, 1998 which was to end October 31, 1998...". (TCU Exhibit F @ p.1). On that same date the Claimant also wrote to the Carrier (to a different officer) and

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apartment at Hearne until October 31, 1998. In view of documentation furnished in the record such statement is false.

Upon the full record before him the arbitrator is not able to reasonably conclude that the Claimant established a permanent address at Hearne after he exercised seniority there in July of 1998. As such this Claimant is not eligible for Attachment "B" benefits for the brief time he spent in Hearne. The union argues that the Claimant had "...every intention of establishing a residence at or near Hearne, Texas...". Such intention is not questioned here by the arbitrator. But the facts of record show that the Claimant never did actually establish a residence there. Precedent established by Award 220 of the Special Board off the CN&W, Award 219 of PLB 1186, Award 6 of PLB 3096 and Award 18 of PLB 3399 applies here.

Ruling

Upon basis of the full record before him the arbitrator rules that the claim for lump sum moving benefits by Claimant Colbert under Attachment "B" of NYD-217, for a move from Beaumont to Hearne, Texas, should be denied and thus, the further application for moving benefits of $15,000 from Hearne, Texas to St. Louis, Missouri should also be denied. The payment of $25,000 to the Claimant for his move from Beaumont, Texas to St. Louis, Missouri, under Attachment "B" of NYD-217, is the applicable benefit accruing to the Claimant under NYD-217.

(b) The Claim of Neil A. Norfleet

Claimant Norfleet was displaced from his position in Strang, Texas on June 24,

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to the union wherein the lease cited became an apartment which "...I was renting in Bryan, Texas from July 17th until October 31, 1998...: (Carrier's Exhibit O @ p.28). In fact, the Claimant never rented this apartment until October 31, 1998. The lease at Bryan, Texas terminated on July 21, 1998 which was two days after the Claimant was bumped at Hearne. The Bryan apartment Vacate Report clearly states this. This Report was sent to the Claimant to his home address in Beaumont, Texas (Carrier's Exhibit O @ p. 16).

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1998 and he exercised seniority to Hearne, Texas effective June 27, 1998. Employee Norfleet trained at Hearne on the following dates after exercising seniority to that point: June 27-July 1, 1998; July 5-8, 1998 and July 11-12, 1998 for a total of eleven working days. He elected for lump sum moving benefits as a home owner after exercising seniority to Hearne and was paid $25,000 by the Carrier. Thereafter Claimant Norfleet was displaced at Hearne and he became a dismissed employee.[29] After that the Claimant was paid his dismissal allowance under NYD until October 5, 1998 when he was recalled to St. Louis, Missouri. When Claimant Norfleet made his move to St. Louis in October of 1998 the Carrier advised him to use the payment of $25,000 for the move from Strang to St. Louis. An additional claim for $15,000 was filed by Claimant Norfleet for the move from Hearne, Texas to St. Louis, Missouri which was denied by the Carrier.

At issue is whether employee Norfleet ever established a residence in Hearne, Texas during the eleven days he worked at this location.

In correspondence to his union representative on October 20, 1998 Claimant Norfleet states that after he was "...bumped on July 13, 1998 (he) remained in Bryan

[29]The record contains some inconsistency with respect to exactly when this Claimant was bumped at Hearne. He himself states that he was bumped on July 13, 1998 and TCU Submission to this case states that he was bumped on July 18, 1998. See and compare TCU Exhibit XX @ p.2 with TCU Submission @ p. 20. If the Claimant was bumped on the latter date there is no information on why he did not continue work on what would have been his regularly assigned work week after July 12, 1998 which is the last listed day he worked at Hearne, Texas. Further, his documented utility bills at his Hearne area apartment state that he paid utilities only until July 14, 1998. See TCU Exhibit XX @ pp. 7-8. In either case the record does state that the Claimant only worked a total of eleven days at Hearne and there appears to be no dispute over this.

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(Texas) until (his) lease (there) ran out...".[30] He states that he then moved back to his home at Crosby, Texas. As will be shown below, there is no evidence that the Claimant remained in Bryan, Texas until July 31, 1998. He stopped paying utilities there almost immediately after he was bumped. How could he be living in the apartment and not be paying the utilities?

The record shows that the Claimant signed a lease agreement for an apartment at Villa West Apartments, 3406 Finfeather Road, Apartment 1405, Bryan, Texas (near Hearne) which was to commence on June 27, 1998 at an "...initial term..." which was to extend until July 31, 1998. At that point this Claimant also signed up for payment of utilities at that location. There is no information of record that employee Norfleet had a telephone installed in the apartment. He states that he had a pager and that the Carrier had access to him during his tenure at Hearne.[31] Utility bills actually paid by the Claimant while at the Villa West Apartments show that he paid them for the dates of June 26, 1998 through July 14, 1998 inclusive and that the bills were sent not to his Villa West

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[30]Full record of documents on this case are found in TCU Exhibits WW through EEE and Carrier's Exhibit S.

[31]By the time this Claimant gets to St. Louis, Missouri after being recalled there in October of 1998 he apparently no longer had a pager. In correspondence to the Carrier from St. Louis about his claim for alleged move from the Hearne area to St. Louis the Claimant states: "I hate to differ with you. I have been living in St. Louis for 8 months and I don't have a beeper or a car phone because there is no need for have one at this time". See TCU Exhibit DDD. But the Claimant does not deny in this correspondence that he does not have a home phone in St. Louis, which was the issue in Hearne. He states, in effect, that a beeper was good enough in Hearne but he no longer has one in St. Louis. There is considerable information of record in this case to the effect that the Claimant moved into the DeBaliviere Place Apartments in St. Louis, Missouri on October 3, 1998. His St. Louis move is not at issue in this case. The issue under scrutiny is whether the Claimant ever established residence in (the) Hearne, Texas (area) after he exercised seniority there, effective June 27, 1998.

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Apartment address, but to his home address in Crosby, Texas. Reasonable conclusion here is that the Claimant returned to Crosby, Texas on either July 13 or 14, 1998 immediately after he was bumped at Hearne. The Claimant may have moved some furniture to the Villa West Apartments in Bryan, Texas and that is not in dispute here. The rental agreement for the Villa West Apartments states that the apartment rented was unfurnished. He explains in a letter to his union representative, which not in dispute here, that with the assistance of his brother he moved some furniture and household goods to the unfurnished apartment in Bryan with a cargo van he had and a Mercury villager.[32] Those type of vehicles would have permitted the Claimant to have moved necessities to his rental apartment in Bryan. Such is not at issue here. What is at issue is whether he stayed there long enough and took other measures which were sufficient to establish residence. The full record before the arbitrator in this case warrants conclusion, under the rule of reasonableness, that the Claimant to this case had not established residence at Bryan. He remained there only a little more than two weeks. He did not even take the basic measure of establishing phone service which, the record suggests, he did do later when he was recalled to St. Louis, Missouri. Nor is there any other receipt about any service which the Claimant signed up, or purchase he made, while at Bryan, Texas to substantiate his contention that he remained there until his "...lease was out...".[33] There is

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[32]See TCU Exhibit XX @ p. 2.

[33]See Blockbuster Video receipt, Office Depot receipt and Aerofit Center Health and Fitness Trial Membership receipt (TCU Exhibit XX & pp. 6 & 10) all of which are dated no later than July 9, 1998.

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not a scintilla of evidence in the record before the arbitrator to warrant conclusion that the Claimant did as he said with respect to the lease. The fact is that the evidence shows that the Claimant stayed in Bryan, Texas approximately 19-20 calendar days, assuming he stayed there the whole time.

On basis of the evidence of record the arbitrator is not able to conclude that the Claimant established a residence during the eleven days he worked at Hearne, Texas in late June and early July of 1998. Precedent established by Award 220 of the Special Board off the CN&W, Award 219 of PLB 1186, Award 6 of PLB 3096 and Award 18 of PLB 3399 applies here.

Ruling

Upon basis of the full record before him the arbitrator rules that the claim for lump sum moving benefits by Claimant Norfleet under Attachment "B" of NYD-217, for a move from Strang, Texas to Hearne, Texas should be denied and thus, the further application for moving benefits of $15,000 from Hearne, Texas to St. Louis, Missouri should also be denied. The payment of $25,000 moving expenses to the Claimant for his move from Strange, Texas to St. Louis, under Attachment "B" of NYD-217, is the applicable benefit accruing to the Claimant under NYD-217.

(c) The Claim of A. W. Galentine

Claimant Galentine was displaced on August 30, 1998 from his position in Houston, Texas. He exercised seniority to Hearne, Texas on that same day. He elected lump sum relocation benefits of $15,000 under Attachment "B" of NYD-217. On September 12, 1998 he was bumped at Hearne and became a dismissed employee. He was paid a dismissal allowance under NYD until October 5, 1998 at which time he was

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recalled to work at St. Louis, Missouri.

At issue here is whether this Claimant should have been paid lump sum moving benefits for claimed establishment of a residence at Hearne.

The Claimant worked at Hearne, after exercising seniority to that point, for six days and took one personal leave day. He was in training at Hearne on the following dates: August 31 and September 1, 5-6 and 8-9, 1998. He took a personal leave day on September 2, 1998.

There is a residential lease agreement in the record which was signed by the Claimant which began on August 31, 1998 for a property at 124 Debbie Lane, Iola, Texas. Iola is located about 40 miles from Hearne. The owner of the property is listed as a certain Margarita Gonzales, 14537 Sellers, Houston, Texas. A search for this person by the Carrier during an audit failed to turn up a Margarita Gonzales at this address but it did discover a certain Robert Perez who lived at that address.[34] Information provided to the Carrier does state that a certain Margaret Perez leased the home at 124 Debbie Lane, Iola, Texas on behalf of her elderly mother, Margarita Gonzales, to the Claimant to help pay her mother's expenses. This information provided by Mrs. Perez states that she handles all of her mother's affairs. This person states that the utility bills were paid for the Claimant with the rent. This is contrary to the information contained on the lease agreement which states that the utilities would not be paid by the landlord. Research by

[34]Full record on this case is found in TCU Exhibits M through Y and Carrier's Exhibit P.

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the Carrier with Entengy at Iola, Texas which is the energy company there fails to show any utilities listed in the Claimant's name or that there were any utility deposits/payments for the 124 Debbie Lane property for the time the Claimant states he was there. The Claimant had no telephone installed at 124 Debbie Lane although there is a GTE cell phone bill dated September 16, 1998 which is part of the record in this case. This phone bill is listed in the names of the Claimant and Patricia Galentine. That bill is addressed to 6526 Hanley Lane, Houston, Texas. No moving receipts for the move of furniture to the Iola, Texas address are to be found in the record. The Claimant states that he moved his effects himself.

After a review of the full record in this case the arbitrator concludes that the Claimant had not established residence at Iola, Texas (Hearne) after he exercised seniority to that point on August 30, 1998. He was required to stay at Hearne a sum total of 14-5 calendar days and actually trained at Hearne for only six days. The arbitrator cannot conclude, on basis of evidence, that the Claimant established a residence at or near Hearne during this brief period. No home phone service was established, and the information on utilities suggest that no utility bills were paid. The phone bill for the Claimant's cell phone use for late August and early September was sent to his home address in Houston, Texas. Precedent established by Award 220 of the Special Board off the CN&W, Award 219 of PLB 1186, Award 6 of PLB 3096 and Award 18 of PLB 3399 applies here.

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Ruling

Upon the basis of the full record before him the arbitrator rules that the claim for lump sum moving benefits and transfer allowance by Claimant Galentine under Attachment "B" of NYD-217 for his claimed establishment of a residence at Hearne, Texas in the months of August and September of 1998 should be denied.

(d) The Claim of Richard Lee Jr.

When Claimant Lee's position at Houston, Texas was abolished he exercised seniority to Hearne, Texas effective September 16, 1998. On September 27, 1998 Mr. Lee was displaced at Hearne and he went on dismissed status. He collected a dismissal allowance until he was recalled to work at St. Louis, Missouri on October 5, 1998. His protected status in St. Louis remains in dispute[35] but this has no bearing on the narrow issue before the arbitrator in the instant case which addresses whether Claimant Lee had a lump sum benefit and transfer allowance coming under Attachment "B" of NYD-217 for claimed establishment of a residence at Hearne, Texas in the month of September, 1998.

According to the record before the arbitrator in this case Claimant Lee trained on a position at Hearne, Texas on September 16, 21-23 and 26, 1998 and he claimed sick time for the two days of September 20 and 27, 1998. In all Claimant Lee's brief tenure in Hearne ran from September 16, 1998 through September 26, 1998, or ten calendar days.

Claimant Lee signed an apartment lease on September 16, 1998 for an apartment at Villa West Apartments, 3407 Leon Street, Bryan, Texas. The lease states that no other

[35]Case No. 3 before this Special Board of Arbitration will address the issue of Mr. Lee's status because of his recall to St. Louis, Missouri as of October 5, 1998.

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person besides the Claimant was to live in the apartment. There is a notarized statement in the record to the effect that a certain Roberic Fobbs used his truck to assist the Claimant to move some furniture from Houston to the Villa West Apartments in Bryan, Texas on September 18, 1998.[36] No phone was ever hooked up in the apartment and the utilities were paid as part of the rent. A Vacate Report on the Villa West Apartments shows that the Claimant was liable for rent for the month of September (prorated), October and November, 1998 which is supported by a subsequent invoice[37] but there is no indication that the Claimant actually stayed at the Villa West Apartments beyond the time he was bumped at Hearne. The latter invoice is sent to his original Houston, Texas address which the Claimant had listed as his Houston address, when making first request for renter's allowance on September 16, 1998. This address is 6315 Gladwell Drive, Houston, Texas. There can be no doubt that this Claimant was back at the Houston address living there as soon as September 29, 1998. On that date, which was a Tuesday, a Carrier officer called the Claimant in the afternoon to advise him of his impending recall to St. Louis. At that time the Claimant advised the person talking on the phone to the Carrier officer that he was "...too busy to talk..."and the person at Mr. Lee's residence advised the Carrier officer accordingly.[38] The Claimant never relinquished his Houston apartment. The Claimant never established phone service at his Villa West apartment in

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[36]Record on this case is found in TCU Exhibits MM through VV and in Carrier's Exhibit R.

[37]Carrier's Exhibit R @ pp. 21-22.

[38]Carrier's Exhibit R @ p. 12.

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Bryan, Texas but relied on a pager to receive messages.

A review of the full record shows insufficient evidence to warrant conclusion that the Claimant established a residence in Bryan, Texas in the month of September of 1998 while serving a very brief tenure at Hearne. He rented an apartment near Hearne, stayed there a short period of time while employed at Hearne for ten calendar days, without establishing phone service, and then returned to his apartment at 6315 Gladewell in Houston, Texas which was his address prior to ever exercising seniority to Hearne. Precedent established in Award 220 of the Special Board off the CN&W, Award 219 of PLB 1186, Award 6 of PLB 3096 and Award 18 of PLB 3399 applies here.

Ruling

Upon basis of the full record before him the arbitrator rules that the claim for lump sum moving benefits and transfer allowance by Claimant Lee under Attachment "B" of NYD-217 for his claimed establishment of a residence near Hearne, Texas in September of 1998 and thereafter should be denied.

Findings

Argument by the Organization is that in all seven cases the Claimants did everything to try and establish a permanent residence in Hearne, Texas after they exercised seniority to that point. While the facts of each case laid out in the foregoing is the test of whether the Claimants behaved this way or not, those same facts also indisputably point to the conclusion that in no case did any of the Claimants ever, in fact, establish a residence with all that this implies, in Hearne. In no instance did any of the Claimants relinquish the residence they had, whether a rental unit or a home, prior to

N-38

exercising seniority to Hearne, and in all instances the Claimants immediately returned to that former residence after being bumped.[39] Attachment "B" of NYD-217 states plainly that in order to collect the benefits outlined in the Options of that Attachment an employee must "...change place of residence...". In no case did any of the Claimants to this case do that. What they did was exercise seniority to the place where they had to work, stay there a brief period prior to being bumped, and then they returned to their original residences. Such behavior cannot be construed as a reasonable interpretation of the intent of Attachment "B" when it speaks of changing place of residence.

The Organization disputes the Carrier's interpretation of the language of Attachment "B" when the Carrier argues that a change of residence means of permanent change of residence. The rule of reasonableness tells us that this interpretation by the Carrier is the proper one. A permanent change of residence usually is, but does not even necessarily have to be, associated with time. If any of the Claimants would have moved to a new apartment in Hearne, and have let their former apartment go on the market for rent, reasonable minds could conclude that such would have qualified as a change of residence. None of the Claimants to this case who were renters did that. Nor did any of the home owners put their homes up for sale nor take any preliminary steps of looking for a new one at Hearne or the Hearne area. Such, had it been done, could possibly have

[39]Such conclusion is also reasonably true for Claimant Krolczyk although for reasons which remain insrutible Claimant Krolczyk claims one address in Houston but there is considerable evidence that he really lived at another. In either case he goes back to Houston, at the address he claims was his, after being bumped at Hearne after only eleven days after he started work there (which eleven days included the Christmas and New Year's holidays).

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qualified as a change of residence. But none of the Claimants did this either. But, it could be argued, none of the Claimants had time to vacate their old apartments, or sell their homes in order to take measures to establish a permanent residence only in Hearne or the Hearne area. This is true. And in the view of the arbitrator this is precisely the point in this case. None of the Claimants had time to do other than go to the point where they exercised seniority, stay there a brief time, and then return to the homes where they lived prior to exercising seniority to Hearne. Reasonable minds cannot conclude that this kind of behavior qualifies as changing one's place of residence. The Organization argues that the Claimants had no control over the duration of their stay at Hearne. No one disputes that. The brevity of the duration simply did not allow any of them to change places of residence.

Article III, Section 5 states that Attachment "B" benefits will be given to employees required to change their place of residence. Had these seven employees been permitted to have done so, absent the time constraints, they no doubt would have changed their places of residence. But the evidence of record indisputably shows that none of them actually did do this. After their short tenures at Hearne, all of the Claimants to this case went back to live where they lived prior to exercising seniority to Hearne.

The Organization argues that there is an equity issue at stake in this case since some other employees were given Attachment "B" benefits when they exercised seniority to Hearne, Texas from other points but only if they took separation pay as their second option. In response to this the arbitrator notes, first of all, that the record contains no

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specific information on these other employees. Secondly, Claimant Hemphill, one of the Claimants to this case, took separation pay and she was not accorded Attachment "B" benefits. Obviously, in view of the situation of Claimant Hemphill the equity argument starts to break down.

Lastly, as stated in each of the Rulings, conclusions arrived at in this case are consistent with arbitral precedent dealing with the change of address issue in this industry. Although all of the precedent cited in each of the Rulings has some bearing on our own conclusions, some more and some less, particularly persuasive in this respect are the conclusions of Award 17 of PLB 4561. Therein it was concluded that several rental checks are insufficient proof of a change of residence. Likewise Award 219 of PLB 1186 and Award 6 of PLB 3096 speak of temporary commuting arrangements which do not qualify as changes of residence. In all seven cases, the arrangements set up by the Claimants qualified as commuter arrangements precisely because in no instance did any of the Claimants abandon their places of residence which they had prior to exercising seniority. In all instances all of the Claimants returned to their places of residence, which they had but temporarily left, prior to exercising seniority to Hearne.

Award

The Award for the claims filed by Claimants Colbert, Galentine, Hemphill, Krolczyk, Lee, Norfleet and Perrine is in accordance with Rulings stated in the foregoing.

Edward L. Suntrup, Arbitrator

Dated: February 24, 2000

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ORGANIZATION EXHIBIT

O

ANDREA GANSEN
DIRECTOR LABOR RELATIONS
UNION PACIFIC RR CO

Labor Relations

I HAVE ESTABLISHED A RESIDENCE IN KANSAS CITY PURSUANT TO THE TERMS AND CONDITIONS OF OPTION 2 IN ARTICLE VIII OF THE LONGVIEW HUB MERGER IMPLEMENTING AGREEMENT.

YOU HAVE BEEN PROVIDED PROOF OF ACTUAL RELOCATION UNDER THE TERMS OF THIS AGREEMENT. I DO NOT COMMUTE FROM KANSAS CITY TO JEFFERSON CITY TO OBTAIN REST. YOU HAVE A 816 AREA CODE PHONE NUMBER IN KANSAS CITY FOR CMS TO REACH ME TO REPORT FOR DUTY. I HAVE CHANGED MY PLACE OF RESIDENCE PURSUANT TO THE TERMS AND CONDITIONS OF THE KANSAS CITY HUB AGREEMENT.

THERE ARE NUMEROUS EMPLOYEES WHO HAVE RECEIVED RELOCATION BENEFITS PROVIDED FOR UNDER THIS AGREEMENT. I HAVE TALKED TO A NUMBER OF THEM AND I AM THE ONE BEING DISCRIMINATED AGAINST. I CANNOT GET LINE UP FROM THE AVR SEQUENCE BECAUSE SOMEBODY IS CONSTANTLY CHANGING MY STATUS. I AM TIRED OF THIS. MY PAY HAS BEEN DISRUPTED BECAUSE SOMEONE MADE A CALL ON HOTLINE AND SPEWED FALSE INFORMATION. I DO NOT BELIEVE THIS IS WHAT THE SAFETY HOTLINE WAS SET UP FOR. I EXPECT MY PAYMENT OF REVERSE HELD AWAY BENEFITS TO CONTINUE.

SINCERLY

C Stanley W Keet

O-1

ORGANIZATION EXHIBIT

P

UNION PACIFIC RAILROAD COMPANY

1416 Dodge Street
Omaha, Nebraska 68179

June 30, 2000

110.61-20.326

Mr. C. W. Kerr
226 Cherokee Drive
Jefferson City, MO 65101

Dear Sir:

I am in receipt of your letter, postmarked June 26, 2000, regarding the requested repayment of the relocation allowance you received under the provisions of the Kansas City Hub Implementation Agreement.

The relocation payment you received was audited. At that time, it was found that you had changed your address back to the Jefferson City address. I cannot agree that you are being "discriminated" against, as any audit that reveals an employee has not relocated their residence will be subject to relocation. I do not know about any phone call to the safety hotline about this matter.

While I notice that you have changed your address of record back to Kansas City, I must also note that you did so on June 10, 2000, after receiving my initial letter of June 2, 2000. However, your home terminal phone number has remained at Jefferson City and your AFHT phone number is at Kansas City. The information I have from your record and your correspondence indicates that you have not changed your place of residence pursuant to the terms and conditions of the Kansas City Hub Agreement. Therefore, you have been returned to home terminal of Jefferson City for this pool.

Sincerely,

Andrea Ganseh
Director Labor Relations

Copy to: W. Scott Hinckley
C. R. Rightnowar

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ORGANIZATION EXHIBIT

Q

Chas W Kerr

August 10, 2000

Dear MR Rightowar

There seems to be a misunderstanding between Harold Downing and myself regarding the move I made to Kansas City in January of this year. He seems to be under the impression that I want to come back to Jefferson City and that is not the case. I did not ask to be moved back. Labor relations did this on their own. I would like to have my turn back as a Kansas City turn like it was for 6 months prior to June 21st. I would like to have my reverse lodging benefits restored. I also think they should pay the reverse lodging benefits from June 21st. until my turn gets straightened out. I still have my lodging in Kansas City and still have 816 phone no. where CMS calls me for duty. I applied for relocation allowance under option # 2 of the hub agreement. Labor relations has a copy of my lease agreement in Kansas City. I have provided them all the documents they asked for. I am asking for your help in this matter and appreciate all the help I can get.

Sincerely,

Signature

Charles W Kerr

A-1

ORGANIZATION EXHIBIT

R

UNION PACIFIC RAILROAD COMPANY

1416 Dodge Street
Omaha, Nebraska 68179

June 26, 2000

110.61-20.326

Mr. M. O. Coats
3017 County Road 490
New Bloomfield, MO 65063

Dear Sir:

I am in receipt of your letter, postmarked June 19, 2000, regarding my letter to you requesting repayment of the relocation allowance you received under the provisions of the Kansas City Hub Implementation Agreement in the net amount of $20,700. I apologize for any confusion that the typographical error on my June 14 letter (which was incorrectly dated June 2) may have caused you.

In addressing your concerns that General Chairman Rightnowar has received carbon copies of this correspondence to you, it has been my practice to copy General Chairmen when recollection letters are sent out. Accordingly, Mr. Rightnowar has received copies of letters concerning other engineers governed by the MP(UL) Agreement, just as Mr. Bill Slone receives copies of letters for employees under his Collective Bargaining Agreement. It is apparent by your letter that you are reading far too much into this practice. This recollection action has no relation to the upcoming election nor has Mr. Rightnowar put any pressure on this office to harass you. Furthermore, I can assure you that you are not being singled out in this instance. The Carrier is pursuing and has recollected improper payments from many employees, both in train and engine service. Contrary to your assertions, you are being held to no different standard than other employees who received relocation payments under the various hub agreements. Your position within the BLE Organization has no bearing in this matter.

The phone number to which I refer in my June 14 letter (which is listed as your home number in the Carrier's records) is (573) 295-4811. I do not believe that this is a cell phone number as this is the phone number on the letterhead of your April 5, 2000 letter to me which shows your address as 3017 County Road 490, New Bloomfield, Missouri. I would also like to note that you sent your June 12 letter in an envelope that was postmarked in Jefferson City, Missouri. The return address of your June 17 letter reads: "Mike & Cheri Coats, 3017 County Rd. 490, New Bloomfield, MO 65063." I cannot ignore this evidence that your principal residence is in New Bloomfield and that you have failed to relocate your principal residence to Kansas City. While you state that the Carrier has not given

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you a proper chance to demonstrate where you intend to live, I cannot find any language to support that your "intention" meets the burden of proving relocation. The relocation agreement does not provide payment to persons "intending" to relocate, but only to those who actually relocate their residence.

As delineated above, I must find that you violated the terms of your relocation agreement and the hub agreement. As a result, your job will remain headquartered at Jefferson City. Furthermore, you should note that this situation has its genesis in the New York Dock Conditions and the hub agreement. Therefore, should you wish to pursue this matter, the proper forum for resolution of this issue is New York Dock arbitration.

Sincerely,

Andrea Gansen
Director Labor Relations

Copy to: W. Scott Hinckley
C. R. Rightnowar

R-2

ORGANIZATION EXHIBIT

S

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA NEBRASKA 68179

August 3, 2000

110.61-20.326

Mr. M. O. Coats
3017 County Road 490
New Bloomfield, MO 65063

Dear Sir:

I am in receipt of your letter, postmarked July 22, 2000, regarding the Carrier's repeated requests for repayment of the relocation allowance you received under the provisions of the Kansas City Hub Implementation Agreement in the net amount of $20,700.

The Carrier's PINS records still show your home telephone number as 573-295-4811. I am sure CMS has not called that number frequently as they usually contact you on your cell phone (573-230-1138, which is also a Jefferson City prefix). While you state your opinion that there is nothing in the hub agreement nor New York Dock Conditions that prevent you from having two addresses, arbitration awards on the subject differ from your opinion. The example of having a vacation home is not analogous to the facts in your situation. If you consider your apartment in Kansas City to be a second address, it is clearly not your primary residence. Furthermore, I cannot understand how the Carrier is hindering your move to Kansas City, as you have been paid a net amount of $20,700 to do so. The Carrier does still send its correspondence on this matter to you at this address as you have indicated (by your return address and letterhead) that New Bloomfield is your principle place of residence.

While you state that Side Letter 16 of the St. Louis Hub and Side Letter 7 of the Kansas City hub give you the right to relocate to Kansas City, I am not arguing that you cannot relocate to Kansas City. However, you have failed to relocate your primary residence to Kansas City. Instead, you sold property you owned in Jefferson City and remained at your wife's residence in Jefferson City while renting an apartment in Kansas City. This is not relocation warranting payment of allowance under New York Dock Conditions nor the Hub Agreement. I will also note that the Carrier does not agree with your interpretation of Side Letter 7 concerning engineer prior rights to turns in the Jefferson City – Kansas City pool when they voluntarily relocate to Kansas City.

Despite your accusations of being held to a different standard than others who have allegedly relocated under hub agreements, my review of relocation

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files does not indicate any special attention to your case. As a matter of information, you are not the only individual in the Kansas City – Jefferson City pool from who relocation allowance is being recollected. Furthermore, similar efforts are being made system-wide due to the incredible abuse of the relocation allowance provisions.

This matter is clearly governed by the dispute resolution mechanisms of the New York Dock Conditions. The entirety of your relocation and allowance has its genesis in the Hub Agreement created due to the Surface Transportation Board's decision in Finance Docket 32760, which applied New York Dock Conditions to the Union Pacific/Southern Pacific merger. I do not know what case you refer to at the First Division with reference to the North Little Rock/Pine Bluff Hub. If it deals with the time a train comes to rest, it sounds like a dispute over collective bargaining agreement language, clearly governed by the RLA dispute resolution process. Should you need further clarification, please review NRAB Second Division Award 13265. Additionally, I do not know of any New York Dock relocation dispute that has been adjudicated by the First Division. The Carrier reaffirms its positions that this matter must be progressed in accordance with the provisions of the New York Dock Conditions. I am agreeable to conference this claim with you, please contact me by phone (402/271-6607) to set up a mutually agreeable time and date.

Absent your agreement to set up a payment schedule for recollection, the Carrier will commence off-setting your TPA. Therefore, the amount of $1,754.60 has been credited against your balance of $20,700.00.

Finally, as a point of information, you should be aware that your General Chairman has asserted that it is not proper to treat engineers who have improperly received relocation allowances any differently than engineers who are charged with falsifying pay records.

Sincerely,

Andrea Gansen
Director Labor Relations

Copy to: W. Scott Hinckley
C. R. Rightnowar
Marilyn Ahart

5-2

CREW DISPATCHING WORK RECORD
*** EMPLOYEE REPORT ***

07/19/01 THRU 10/17/01

DR SNYDER 428-88-2388

INFORMATION PROCESSED BEGINS: 07/19/01

DATE	LOC	JOB	POS	ASGN	MILES	DH MI	T C	R	X R
PA: MX125	RE36	KS05 ENG B	07/19	1236C^					
PD: MX283	XE35	C C P	07/19	1236C;					
07/19 1530C	MX283	CBTGP	17	ENG	0162		R	10	
07/20 2330C	MX125	CBWNA	17	ENG	0154		R	8	
07/21 2350C	MX283	CCAWL	19	ENG	0162		R	8	
07/23 1130C	MX125	CWFUR	22	ENG	0154		R	8	
07/24 0530C	MX283	AFXAS	24	ENG	0162		R	8	
07/26 0100C	MX125	CAENA	23	ENG	0154		R	8	
07/26 2000C	MX283	MENASX	26	ENG	0162		R	8	
07/28 0645C	MX125	MASKS	27	ENG	0162		R	8	
07/29 0210C	MX283	ILADU	26	ENG	0162		R	8	
07/30 1915C	MX125	MESNPX	30	ENG	0154		R	8	
07/31 1300C	MX283	3CBTPA	29	ENG	0170		R	8	
08/02 1100C	MX125	OESCV	01	ENG	0154		R	8	
08/03 0430C	MX283	ZSEME	31	ENG	0162		R	8	
08/04 2330C	MX125	CSCWE	04	ENG	0154		R	8	
08/05 1545C	MX283	CNAJO	03	ENG	0162		R	8	
08/07 0800C	MX125	IDULA	07	ENG	0162		R	8	
08/08 0700C	MX283	AFXAS	08	ENG	0170		R	10	
08/09 2315C	MX125	AASKS	09	ENG	0170		R	8	
08/10 2000C	MX283	CNRWL	09	ENG	0162		R	8	
08/12 1830C	MX125	2CAENA	10	ENG	0154		R	8	
08/13 1645C	MX283	CNAAE	11	ENG	0162		R	8	
08/15 0440C	MX125	IDUOA	14	ENG	0154		R	8	
08/16 0700C	MX283	AFXAS	16	ENG	0170		R	8	
08/17 0615C	MX125	IDULA	17	ENG	0154		R	10	
08/18 0930C	MX283	WGIGHB	17	ENG	0154		R	8	
08/19 1400C	MX125	CCSCV	19	ENG	0154		R	8	
08/20 1330C	MX283	CBTPA	18	ENG	0162		R	8	
08/22 0115C	MX125	IDUOA	21	ENG	0154		R	8	
08/22 2345C	MX283	CAIWL	21	ENG	0162		R	8	
08/24 1402C	MX125	DH40	24	ENG	0130			8	
08/25 1000C	MX283	ZSEME	22	ENG	0162		R	8	
08/28 0600C	MX125	IMNSE	25	ENG	0154		R	8	
08/29 0300C	MX283	WLCGHB	27	ENG	0162		R	8	
08/30 0825C	MX125	IDULA	30	ENG	0162		R	8	
08/31 0230C	MX283	CNRWL	28	ENG	0170		R	8	
09/01 0005C	MX125	CDUWE	31	ENG	0154		R	8	
09/01 2000C	MX283	CSVPA1	24	ENG	0162		R	8	
09/03 0640C	MX125	CJOAT	30	ENG	0154		R	8	
09/04 0145C	MX283	CCVCSH	31	ENG	0162		R	8	
09/05 2330C	MX125	DH58	05	ENG	0130		R	8	
09/06 2045C	MX283	CJRWL	05	ENG	0162		R	8	
09/08 0430C	MX125	AASKSB	07	ENG	0162		R	8	

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)9/09	0130C	MX283	MHNASX	06	ENG	0162		R	8
09/10	1230C	MX125	DH81	09	ENG	0130		R	8
09/11	0045C	MX283	CWEPA	04	ENG	0162		R	8
)9/13	0005C	MX125	MASKSX	12	ENG	0170		R	8
09/13	2115C	MX283	QNPWXP	13	ENG	0162		R	8
09/15	0200C	MX125	3CAENA	12	ENG	0154		R	8
)9/16	0055C	MX283	CSVDY	13	ENG	0162		R	8
)9/17	0415C	MX125	CTVNA	15	ENG	0154		R	8
09/18	0530C	MX283	AFXAS	18	ENG	0154		R	8
09/20	0415C	MX125	IMNSE	19	ENG	0154		R	8
)9/21	0232C	MX283	CCODY	17	ENG	0162		R	8
09/22	1840C	MX125	CJQAT	19	ENG	0154		R	8
09/23	1500C	MX283	CSVDY	19	ENG	0162		R	8
)9/25	1115C	MX125	CBWNA	25	ENG	0154		R	8
09/26	1159C	MX283	WGHLCB	24	ENG	0162		R	8
09/27	2220C	MX125	IMNSE	27	ENG	0154		R	8
)9/29	0245C	MX283	CCODY	25	ENG	0162		R	8
09/30	0350C	MX125	CTVNA	28	ENG	0154		R	8
10/01	0030C	MX283	CWEIS	27	ENG	0162		R	8
10/02	1230C	MX125	CDYSV	02	ENG	0154		R	8
10/03	1330C	MX283	WLCGHB	03	ENG	0162		R	8
10/05	0830C	MX125	IDULA	05	ENG	0162		R	8
10/06	0615C	MX283	AFXAS	06	ENG	0170		R	8
10/07	2130C	MX125	AASNP	07	ENG	0154		R	8
10/08	2045C	MX283	DH52	08	ENG	0130		R	8
10/10	1745C	MX125	MESNP	10	ENG	0154		R	8
10/11	1645C	MX283	CNRWL	09	ENG	0170		R	8
10/13	0745C	MX125	IDULA	13	ENG	0162		R	8
10/14	0500C	MX283	CNAJO	12	ENG	0170		R	8
10/15	2345C	MX125	CSGEY	15	ENG	0154		R	8
10/16	2015C	MX283	CNAAE	13	ENG	0170		R	8
						0162		R	8

A: MX125 RE36 KS05 ENG B

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CRE DISPATCHING WORK/PAY RECORD
07/01/01 THRU 10/15/01

DR SNYDER 428-88-2388

INFORMATION PROCESSED BEGINS: 07/16/01

PRESS ENTER TO VIEW DETAILS

DATE	LOC	JOB	POS	SLIP PAID CURRENT HALF PAY	SLIP PAID CURRENT HALF TAXABLE	SLIP PAID IN PREVIOUS HALVES PAY	SLIP PAID IN PREVIOUS HALVES TAXABLE
PA: MX125	RE36 KS05 ENG B^						
07/15		**********	CLO9			635.40	635.40
ST: OL	07/16 1201						
07/16 1515C	MX125	CAENA	15 ENG			643.64	643.64
ST: DB	07/17 0045						
ST: OK	07/17 0045						
ST: OL	07/17 1201						
ST: LS	07/18 0426						
ST: OK	07/19 0843						
PA: MX125	RE36 KS05 ENG B	07/19 1236C					
PD: MX283	XE35	07/19 1236C					
ST: DB	07/19 1241						
ST: OK	07/19 1242						
07/19 1530C	MX283	CBTGP	17 ENG			348.60	336.60
07/20 2330C	MX125	CBWNA	17 ENG			270.80	270.80
07/21 2350C	MX283	CCAWL	19 ENG			233.39	221.39
07/23 1130C	MX125	CWFJR	22 ENG			501.62	501.62
07/24 0530C	MX283	AFXAS	24 ENG			234.46	228.46
07/26 0100C	MX125	CAENA	23 ENG			587.30	587.30
07/26 2000C	MX283	MHNASX	26 ENG			246.35	234.35
07/28 0645C	MX125	MASKS	27 ENG			444.05	444.05
07/29 0210C	MX283	ILADU	26 ENG			227.39	221.39
07/30 1915C	MX125	MESNPX	30 ENG			572.07	572.07
07/31 1300C	MX283	3CBTPA	29 ENG			265.45	253.45
08/02 1100C	MX125	OESCV	01 ENG			641.01	641.01
08/03 0430C	MX283	ZSEME	31 ENG			281.70	275.70
08/04 2330C	MX125	CSCWE	04 ENG			521.32	521.32
08/05 1545C	MX283	CNAJO	03 ENG			241.53	235.53
08/07 0800C	MX125	IDULA	07 ENG			548.81	548.81
08/08 0700C	MX283	AFXAS	08 ENG			304.99	292.99
08/09 2315C	MX125	AASKS	09 ENG			473.16	473.16
08/10 2000C	MX283	CNRWL	09 ENG			275.80	263.80
08/12 1830C	MX125	2CAENA	10 ENG			627.91	627.91
08/13 1645C	MX283	CNAAE	11 ENG			241.64	229.64
08/15 0440C	MX125	IDUOA	14 ENG			454.82	454.82
08/16 0700C	MX283	AFXAS	16 ENG			250.14	238.14
08/17 0615C	MX125	IDULA	17 ENG			316.26	316.26
08/18 0930C	MX283	WGIGHB	17 ENG			223.70	211.70
08/19 1400C	MX125	CCSCV	19 ENG			333.52	333.52
08/20 1330C	MX283	CBTPA	18 ENG			239.28	227.28
08/22 0115C	MX125	IDUOA	21 ENG			421.50	421.50
08/22 2345C	MX283	CATWL	21 ENG			233.39	221.39
08/24 1402C	MX125	DH40	24 ENG			460.32	460.32

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8/25	1000C	MX283	ZSEME		ENG		252.24	240.24
08/28	0600C	MX125	IMNSE		ENG		1095.32	1095.32
08/29	0300C	MX283	WLCGHB	27	ENG		247.53	235.53
8/30	0825C	MX125	IDULA	30	ENG		359.92	359.92
8/31	0230C	MX283	CNRWL	28	ENG		264.17	258.17
09/01	0005C	MX125	CDUWE	31	ENG		211.94	211.94
9/01	2000C	MX283	CSVPA1	24	ENG		251.15	239.15
9/03	0640C	MX125	CJOAT	30	ENG		404.58	404.58
09/04	0145C	MX283	CCVCSH	31	ENG		233.39	221.39
9/05	2330C	MX125	DH58	05	ENG		632.65	632.65
9/06	2045C	MX283	CJRWL	05	ENG		243.99	231.99
09/08	0430C	MX125	AASKSB	07	ENG		356.89	356.89
09/09	0130C	MX283	MHNASX	08	ENG		233.39	221.39
9/10	1230C	MX125	DH81	10	ENG		360.81	360.81
09/11	0045C	MX283	CWEPA	04	ENG		252.13	246.13
09/13	0005C	MX125	MASKSX	12	ENG		672.38	672.38
9/13	2115C	MX283	QNPWXP	13	ENG		235.75	223.75
09/15	0200C	MX125	3CAENA	12	ENG		328.44	328.44
09/16	0055C	MX283	CSVDY	13	ENG		243.08	231.08
9/17	0415C	MX125	CIVNA	15	ENG		292.91	292.91
9/18	0530C	MX283	AFXAS	18	ENG		234.30	222.30
09/20	0415C	MX125	IMNSE	19	ENG		658.36	658.36
9/21	0232C	MX283	CCODY	17	ENG		233.39	221.39
9/22	1840C	MX125	CJOAT	19	ENG		506.24	506.24
09/23	1500C	MX283	CSVDY	19	ENG		237.18	225.18
09/25	1115C	MX125	CBWNA	25	ENG		645.49	645.49
9/26	1159C	MX283	WGHLCB	24	ENG		233.39	221.39
09/27	2220C	MX125	IMNSE	27	ENG		402.46	402.46
09/29	0245C	MX283	CCODY	25	ENG		234.57	222.57
9/30	0350C	MX125	CIVNA	28	ENG		223.54	223.54
10/01	0030C	MX283	CWEIS	27	ENG	240.72	228.72	
10/02	1230C	MX125	CDYSV	02	ENG	475.35	475.35	
0/03	1330C	MX283	WLCGHB	03	ENG	234.41	222.41	
0/05	0830C	MX125	IDULA	05	ENG	631.34	631.34	
10/06	0615C	MX283	AFXAS	06	ENG	237.07	231.07	
0/07	2130C	MX125	AASNP	07	ENG	561.92	561.92	
0/08	2045C	MX283	DH52	08	ENG	170.16	158.16	
10/10			**********		CLU4	79.08	79.08	
0/10	1745C	MX125	MESNP	10	ENG	706.40	706.40	
						ANY PAY FOR NXT 7 DAYS WON`T BE DISPLAYED		
0/11	1645C	MX283	CNRWL	09	ENG			
10/13	0745C	MX125	IDULA	13	ENG			
10/14	0500C	MX283	CNAJO	12	ENG			
0/15	2345C	MX125	CSGEY	15	ENG			
TOTALS WORKING SLIPS						3257.37	3215.37	22447.50	22123.50
TOTAL CLAIMS PAY						79.08	79.08	635.40	635.40
TOTAL ALLOWANCE PAY						0.00	0.00	0.00	0.00
TOTALS						3336.45	3294.45		

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WORK HISTORY - DR SNYDER          428-88-2388   ACTIVE      EV-07/19/01 12:36
STATUS-OK              ASGN-MX125   MSG-'ROY' 'DOCTOR' DPU 72' CALL
CURR ASSIGN-MX283  RE36 CNAAE  ENG  ST-10/16 20:15-C TIEUP-10/17 06:00-C  AFHT-N
PERM ASSIGN-MX125  RE36 KS05   ENG B ASN DATE-07/19/01    C
ANV DT- 06/28/67       HIRE DATE- 06/28/67       BIRTH DATE- 07/18/44
RAILROAD INDICATOR-M        RADIO ID -                        CONDITION -
HOME ADDRESS-9530 E.WINNER RD.APT.4B     INDEPENDENCE   MO  640531651!
HOME PT LOC-
*!
*                      * * *      ASSIGNMENTS       * * *!
REG ASSIGN-MX125  RE36 KS05 ENG B SL- 0  TEMP ASSIGN-                      SL-
           353101                                 000000
STARTS PER PERIOD-00  CCMILS-0170 RDMILS-0000 MILSPD-0000 MILSMO-0000
*
*                           * * * OFF DAYS * * *
PERMANENT OFF DAYS-                     TEMPORARY OFF DAYS-
*

                            * * * PERSONAL DAYS * * * 2001
ALLOWED-11   CARRIED OVER-00   DENIED-00   PAID-00   CARRIED OVER DAYS PAID-00
CARRY OVER DAYS EXPIRATION DATE - 05/01
PERSONAL LEAVE SENIORITY DATE - 06/28/67
*
* * * UP PERSONAL DAYS PAID:     DATE         AMOUNT PAID
*

                              * * * HOLIDAYS * * *    2001
HOLIDAYS PAID-00
*!

                              * * * VACATION * * *    2001
*
                             GROUPING-MX125    ENG
PREVIOUS YEAR QUALIFYING DAYS:  LAID OFF HURT-NA  EXTRA BOARD-NA
VACATION WEEKS ALLOWED-05 VACATION DAYS PAID-35 VACATION WEEKS SCHEDULED-05
VACATION SENIORITY DATE - 06/28/67
ONE 52ND - $1,968.04      FIRST RATE - 1,968.04
*+
SINGLE VACATION DAYS TAKEN/PAID-00   SINGLE VACATION DAYS RESERVED-00<
*
VACATION SCHEDULED     04/02 - 05/06
*
VACATION PAID               DATE                PAID
                        04/02 - 14 DAYS        $3,936.08
                        04/16 - 15 DAYS        $4,217.23
                        05/01 - 06 DAYS        $1,686.89
*
CURRENT YTD QUALIFYING DAYS:    LAID OFF HURT-NA  EXTRA BOARD-13
*

                            * * * PERSONAL DAYS * * * 2000!
ALLOWED-11   CARRIED OVER-00   DENIED-00   PAID-00   CARRIED OVER DAYS PAID-00
PERSONAL LEAVE SENIORITY DATE - 06/28/67
*
* * * UP PERSONAL DAYS PAID:     DATE         AMOUNT PAID
*

                              * * * HOLIDAYS * * *    2000
HOLIDAYS PAID-00
*!
```

T-5

#1
2000

** PERSONAL AND CONFIDENTIAL **
D R SNYDER
2310 LINDA LANE
COLUMBIA MO 65202

UNION PACIFIC RAILROAD

THE AMOUNT OF $2837.61 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 1421395 ON JANUARY 14, 1900 FOR THE PAY PERIOD ENDING DECEMBER 31, 1999.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

COMPENSATION					
CURRENT PERIOD HRS MIN	CURRENT PERIOD AMOUNT	PREV PERIOD ADJ HRS MIN	PREV PERIOD ADJ AMOUNT	DESCRIPTION	
			722.45	PROT/GUARANTEE	
	4387.32			TEY GROSS EARNINGS	
	54.00			NON TAXABLE MEALS	
				TOTAL NON-TAXABLE ALLOWANCE ====>	54.00
				TOTAL TAXABLE COMPENSATION =====>	5109.77

TAX INFORMATION					MISCELLANEOUS DEDUCTIONS			
DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS	DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
RR TIER I	390.90	390.90	5109.77		PRETAX 401-K	510.98	INS LE&C MUT PRO	42.50
RR TIER II	250.38	250.38	5109.77					
FED INC TX	888.40	888.40	4598.79	4598.79			TOTAL PRE-TAX DEDUCTIONS =>	510.98
MO INC TX	243.00	243.00	4598.79				TOTAL MISC. DEDUCTIONS ===>	42.50
TOTAL TAXES TAKEN ==>		1772.68						

**** WAGE PROT/GUARN BREAKDOWN ****
11/9 722.45

TOTALS	AMOUNT
TAXABLE COMPENSATION	5109.77
PRE-TAX DEDUCTIONS	510.98-
FEDERAL TAXABLE GROSS	4598.79
TAXES TAKEN	1772.68-
MISCELLANEOUS DEDUCTIONS	42.50-
NON-TAXABLE ALLOWANCE	54.00
NET AMOUNT	2837.61

PERSONNEL ACCOUNTING
CONTROL NBR 4786223

T-6

#2

** PERSONAL AND CONFIDENTIAL **
D R SNYDER
7005 N BALES
GLADSTONE MO 64119

UNION PACIFIC RAILROAD

THE AMOUNT OF $2802.11 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 1421395 ON JANUARY 28, 2000 FOR THE PAY PERIOD ENDING JANUARY 15, 2000.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

COMPENSATION

CURRENT PERIOD HRS	MIN	AMOUNT	PREV PERIOD ADJ HRS	MIN	AMOUNT	DESCRIPTION
		5123.89				TEY GROSS EARNINGS
		66.00				NON TAXABLE MEALS

TOTAL NON-TAXABLE ALLOWANCE ====> 66.00
TOTAL TAXABLE COMPENSATION =====> 5123.89

RR = 673.05

TAX INFORMATION

DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS
RR TIER I	391.98	782.88	5123.89	
RR TIER II	251.07	501.45	5123.89	
FED INC TX	892.34	7380.74	4611.50	29210.29
MO INC TX	244.00	1087.00	4611.50	

TOTAL TAXES TAKEN ==> 1779.39

935 → .053 →

MISCELLANEOUS DEDUCTIONS

DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
PRETAX 401-K	512.39	BLE #609	96.00

TOTAL PRE-TAX DEDUCTIONS => 512.39
TOTAL MISC. DEDUCTIONS ===> 96.00

TOTALS	AMOUNT
TAXABLE COMPENSATION	5123.89
PRE-TAX DEDUCTIONS	512.39-
FEDERAL TAXABLE GROSS	4611.50
TAXES TAKEN	1779.39-
MISCELLANEOUS DEDUCTIONS	96.00-
NON-TAXABLE ALLOWANCE	66.00
NET AMOUNT	2802.11

PERSONNEL ACCOUNTING CONTROL NBR 4818659

T-7

#3

** PERSONAL AND CONFIDENTIAL **
D R SNYDER
2310 LINDA LANE
COLUMBIA MO 65202

UNION PACIFIC RAILROAD

THE AMOUNT OF $2085.79 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 1421395 ON FEBRUARY 15, 2000 FOR THE PAY PERIOD ENDING JANUARY 31, 2000.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

COMPENSATION					
CURRENT PERIOD HRS	CN AMOUNT	PREV PERIOD ADJ HRS	MIN AMOUNT	DESCRIPTION	
	3553.71			TEY GROSS EARNINGS	
	30.00			NON TAXABLE MEALS	
	TOTAL NON-TAXABLE ALLOWANCE =====> 30.00				
	TOTAL TAXABLE COMPENSATION ======> 3553.71				

TAX INFORMATION					MISCELLANEOUS DEDUCTIONS			
DESC	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS	DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
RR TIE I	271.86	1054.74	3553.71		PRETAX 401-K	355.37	INS LE&C MUT PRO	42.50
RR TIE II	174.13	675.58	3553.71					
FED II: TX	495.06	7875.80	3198.34	32408.63				
MO II: TX	159.00	1246.00	3198.34					
TOTAL TAXES TAKEN ==> 1100.05					TOTAL PRE-TAX DEDUCTIONS => 355.37			
					TOTAL MISC. DEDUCTIONS ===> 42.50			

TOTALS	AMOUNT
TAXABLE COMPENSATION	3553.71
PRE-TAX DEDUCTIONS	355.37-
FEDERAL TAXABLE GROSS	3198.34
TAXES TAKEN	1100.05-
MISCELLANEOUS DEDUCTIONS	42.50-
NON-TAXABLE ALLOWANCE	30.00
NET AMOUNT	2085.79

PERSONNEL ACCOUNTING CONTROL NBR 4859916

T-8

#4

** PERSONAL AND CONFIDENTIAL **
D R SNYDER
2310 LINDA LANE
COLUMBIA MO 6522

UNION PACIFIC RAILROAD

THE AMOUNT OF $2575.99 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 1421395 ON FEBRUARY 29, 2000 FOR THE PAY PERIOD ENDING FEBRUARY 15, 2000.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

COMPENSATION CURRENT PERIOD HRS MIN	AMOUNT	PREV PERIOD ADJ HRS MIN	AMOUNT	DESCRIPTION
	4636.37			KEY GROSS EARNINGS
	66.00			NON TAXABLE MEALS

TOTAL NON-TAXABLE ALLOWANCE ===> 66.00
TOTAL TAXABLE COMPENSATION ====> 4636.37

TAX INFORMATION DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS
RR TIER I	354.67	1409.41	4636.37	
RR TIER II	227.18	902.76	4636.37	
FED INC TX	767.89	8643.69	4172.73	36581.36
MO INC TX	217.00	1463.00	4172.73	

TOTAL TAXES TAKEN ==> 1566.74

MISCELLANEOUS DEDUCTIONS DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
PRETAX 401-K	463.64	BLE #609	96.00

TOTAL PRE-TAX DEDUCTIONS ==> 463.64
TOTAL MISC. DEDUCTIONS ===> 96.00

TOTALS	AMOUNT
TAXABLE COMPENSATION	4636.37
PRE-TAX DEDUCTIONS	463.64-
FEDERAL TAXABLE GROSS	4172.73
TAXES TAKEN	1566.74-
MISCELLANEOUS DEDUCTIONS	96.00-
NON-TAXABLE ALLOWANCE	66.00
NET AMOUNT	2575.99

PERSONNEL ACCOUNTING CONTROL NBR 4892125

T-9

#4

** PERSONAL AND CONFIDENTIAL **
D R SNYDER
2310 LINDA LANE
COLUMBIA MO 65202

UNION PACIFIC RAILROAD

THE AMOUNT OF $2575.99 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 1421395 ON FEBRUARY 29, 2000 FOR THE PAY PERIOD ENDING FEBRUARY 15, 2000.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

COMPENSATION

CURRENT PERIOD HRS MIN	CURRENT PERIOD AMOUNT	PREV PERIOD ADJ HRS MIN	PREV PERIOD ADJ AMOUNT	DESCRIPTION
	4636.37			TEY GROSS EARNINGS
	66.00			NON TAXABLE MEALS

TOTAL NON-TAXABLE ALLOWANCE ====> 66.00
TOTAL TAXABLE COMPENSATION =====> 4636.37

TAX INFORMATION

DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS
RR TIER I	354.67	1409.41	4636.37	
RR TIER II	227.18	902.76	4636.37	
FED INC TX	767.89	8643.69	4172.73	36581.36
MO INC TX	217.00	1463.00	4172.73	

TOTAL TAXES TAKEN ==> 1566.74

MISCELLANOUS DEDUCTIONS

DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
PRETAX 401-K	43.64	BLE #609	96.00

TOTAL PRETAX DEDUCTIONS ==> 463.64
TOTAL MIS. DEDUCTIONS ===> 96.00

TOTALS	AMOUNT
TAXABLE COMPENSATION	4636.37
PRE-TAX DEDUCTIONS	463.64-
FEDERAL TAXABLE GROSS	4172.73
TAXES TAKEN	1566.74-
MISCELLANEOUS DEDUCTIONS	96.00-
NON-TAXABLE ALLOWANCE	66.00
NET AMOUNT	2575.99

PERSONNEL ACCOUNTING
CONTROL NBR 4892125

T-10

#5

44 - 10% = 24.

47 - 25% = 3205

25?

** PERSONAL AND CONFIDENTIAL **
D R SNYDER
2310 LINDA LANE
COLUMBIA MO 65202

UNION PACIFIC RAILROAD

THE AMOUNT OF $2461.93 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 1421395 ON MARCH 15, 2000 FOR THE PAY PERIOD ENDING FEBRUARY 29, 2000.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

COMPENSATION					
CURRENT PERIOD HRS	CURRENT PERIOD AMOUNT	PREV PERIOD ADJ HRS	PREV PERIOD ADJ AMOUNT	DESCRIPTION	
	4331.00			TEY GROSS EARNINGS	
	42.00			NON TAXABLE MEALS	
				TOTAL NON-TAXABLE ALLOWANCE ====>	42.00
				TOTAL TAXABLE COMPENSATION =====>	4331.00

TAX INFORMATION					MISCELLANEOUS DEDUCTIONS			
DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS	DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
RR TIER I	331.32	1740.73	4331.00		PRETAX 401-K	433.10	INS LE&C MUT PRO	42.50
RR TIER II	212.22	1114.98	4331.00					
FED INC TX	690.93	9334.62	3897.90	40479.26			TOTAL PRE-TAX DEDUCTIONS =>	433.10
MO INC TX	201.00	1664.00	3897.90				TOTAL MISC. DEDUCTIONS ===>	42.50
TOTAL TAXES TAKEN ==>		1435.47						

TOTALS	AMOUNT	
TAXABLE COMPENSATION	4331.00	
PRE-TAX DEDUCTIONS	433.10-	
FEDERAL TAXABLE GROSS	3897.90	
TAXES TAKEN	1435.47-	
MISCELLANEOUS DEDUCTIONS	42.50-	
NON-TAXABLE ALLOWANCE	42.00	
NET AMOUNT	2461.93	PERSONNEL ACCOUNTING CONTROL NBR 4933337

T-11

#6

** PERSONAL AND CONFIDENTIAL **
D R SNYDER
2310 LINDA LANE
COLUMBIA MO 65202

UNION PACIFIC RAILROAD

THE AMOUNT OF $2467.14 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 1421395 ON MARCH 30, 2000 FOR THE PAY PERIOD ENDING MARCH 15, 2000.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

COMPENSATION

CURRENT PERIOD HRS	CURRENT PERIOD AMOUNT	PREV PERIOD ADJ HRS	PREV PERIOD ADJ AMOUNT	DESCRIPTION
	4405.11			TEY GROSS EARNINGS
	66.00			NON-TAXABLE MEALS

TOTAL NON-TAXABLE ALLOWANCE =====> 66.00
TOTAL TAXABLE COMPENSATION =====> 4405.11

TAX INFORMATION

DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS
RR TIER I	337.00	2077.73	4405.11	
RR TIER II	215.85	1330.83	4405.11	
FED INC TX	709.61	10044.23	3964.60	44443.86
MO INC TX	205.00	1869.00	3964.60	

TOTAL TAXES TAKEN ==> 1467.46

MISCELLANEOUS DEDUCTIONS

DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
PRETAX 401-K	440.51	BLE #609	96.00

TOTAL PRE-TAX DEDUCTIONS => 440.51
TOTAL MISC. DEDUCTIONS ===> 96.00

TOTALS	AMOUNT
TAXABLE COMPENSATION	4405.11
PRE-TAX DEDUCTIONS	440.51-
FEDERAL TAXABLE GROSS	3964.60
TAXES TAKEN	1467.46-
MISCELLANEOUS DEDUCTIONS	96.00-
NON-TAXABLE ALLOWANCE	66.00
NET AMOUNT	2467.14

PERSONNEL ACCOUNTING
CONTROL NBR 4965661

T-12

#7

** PERSONAL AND CONFIDENTIAL **
D R SNYDER
2310 LINDA LANE
COLUMBIA MO 65202

UNION PACIFIC RAILROAD

THE AMOUNT OF $1930.56 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER. 1421395 ON APRIL 14, 2000 FOR THE PAY PERIOD ENDING MARCH 31, 2000.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

COMPENSATION					
CURRENT PERIOD HRS MIN	CURRENT PERIOD AMOUNT	PREV PERIOD ADJ HRS MIN	PREV PERIOD ADJ AMOUNT	DESCRIPTION	
	3235.58			TEY GROSS EARNINGS	
	24.00			NON TAXABLE MEALS	
				TOTAL NON-TAXABLE ALLOWANCE ====>	24.00
				TOTAL TAXABLE COMPENSATION =====>	3235.58

TAX INFORMATION					MISCELLANEOUS DEDUCTIONS			
DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS	DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
RR TIER I	247.52	2325.25	3235.58		PRETAX 401-K	323.56	INS LE&C MUT PRO	42.50
RR TIER II	158.55	1489.38	3235.58					
FED INC TX	414.89	10459.12	2912.02	47355.88			TOTAL PRE-TAX DEDUCTIONS =>	323.56
MO INC TX	142.00	2011.00	2912.02				TOTAL MISC. DEDUCTIONS ===>	42.50
TOTAL TAXES TAKEN ==>			962.96					

TOTALS	AMOUNT	
TAXABLE COMPENSATION	3235.58	
PRE-TAX DEDUCTIONS	323.56-	
FEDERAL TAXABLE GROSS	2912.02	
TAXES TAKEN	962.96-	
MISCELLANEOUS DEDUCTIONS	42.50-	
NON-TAXABLE ALLOWANCE	24.00	
NET AMOUNT	1930.56	PERSONNEL ACCOUNTING CONTROL NBR 5007038

T-13

#8

** PERSONAL AND CONFIDENTIAL **
D R SNYDER
2310 LINDA LANE
COLUMBIA MO 65202

UNION PACIFIC RAILROAD

THE AMOUNT OF $2317.63 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 1421395 ON APRIL 28, 200 FOR THE PAY PERIOD ENDING APRIL 15, 2000.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

COMPENSATION

CURRENT PERIOD HRS MIN	CURRENT PERIOD AMOUNT	PREV PERIOD ADJ HRS MIN	PREV PERIOD ADJ AMOUNT	DESCRIPTION
	4124.70			TEY GROSS EARNINGS
	48.00			NON TAXABLE MEALS

TOTAL NON-TAXABLE ALLOWANCE ====> 48.00
TOTAL TAXABLE COMPENSATION =====> 4124.70

TAX INFORMATION

DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS
RR TIER I	315.54	2640.72	4124.70	
RR TIER II	202.11	1691.44	4124.70	
FED INC TX	638.95	11098.88	3712.23	51068.11
MO INC TX	190.00	2201.00	3712.23	

TOTAL TAXES TAKEN == 1346.60

MISCELLANEOUS DEDUCTIONS

DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
PRETAX 401-K	412.47	BLE #609	96.00

TOTAL PRE-TAX DEDUCTIONS => 412.47
TOTAL MISC. DEDUCTIONS ===> 96.00

TOTALS	AMOUNT
TAXABLE COMPENSATION	4124.70
PRE-TAX DEDUCTIONS	412.47-
FEDERAL TAXABLE GROSS	3712.23
TAXES TAKEN	1346.60-
MISCELLANEOUS DEDUCTIONS	96.00-
NON-TAXABLE ALLOWANCE	48.00
NET AMOUNT	2317.63

PERSONNEL ACCOUNTING
CONTROL NBR 5039530

T-14

#9

** PERSONAL AND CONFIDENTIAL **

D R SNYDER
2310 LINDA LANE
COLUMBIA MO 65202

UNION PACIFIC RAILROAD

THE AMOUNT OF $1935.95 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 1421395 ON MAY 15, 2000 FOR THE PAY PERIOD ENDING APRIL 3, 2000.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

COMPENSATION					
CURRENT PERIOD HRS MIN	CURRENT PERIOD AMOUNT	PREV PERIOD ADJ HRS MIN	PREV PERIOD ADJ AMOUNT	DESCRIPTION	
	3221.00			TEY GROSS EARNINGS	
	36.00			NON TAXABLE MEALS	
				TOTAL NON-TAXABLE ALLOWANCE ====>	36.00
				TOTAL TAXABLE COMPENSATION =====>	3221.00

TAX INFORMATION					MISCELLANEOUS DEDUCTIONS			
DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS	DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
RR TIER I	246.41	2887.20	3221.00		PRETAX 41-K	322.10	INS LE&C MUT PRO	42.50
RR TIER II	157.83	1849.32	3221.00					
FED INC TX	411.21	11509.28	2898.90	53967.01			TOTAL PRE-TAX DEDUCTIONS =>	322.10
MO INC TX	141.00	2342.00	2898.90				TOTAL MISC. DEDUCTIONS ===>	42.50
TOTAL TAXES TAKEN ==>		956.45						

TOTALS	AMOUNT	
TAXABLE COMPENSATION	3221.00	
PRE-TAX DEDUCTIONS	322.10-	
FEDERAL TAXABLE GROSS	2898.90	
TAXES TAKEN	956.45-	
MISCELLANEOUS DEDUCTION	42.50-	
NON-TAXABLE ALLOWANCE	36.00	
NET AMOUNT	1935.95	PERSONNEL ACCOUNTING CONTROL NBR 5080925

T-15

#16

** PERSONAL AND CONFIDENTIAL **
D R SNYDER
2310 LINDA LANE
COLUMBIA MO 65202

UNION PACIFIC RAILROAD

THE AMOUNT OF $2018.42 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 1421395 ON MAY 30, 2000 FOR THE PAY PERIOD ENDING MAY 15, 2000.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

CURRENT PERIOD HRS MIN	CURRENT PERIOD AMOUNT	COMPENSATION PREV PERIOD ADJ HRS MIN	COMPENSATION PREV PERIOD ADJ AMOUNT	DESCRIPTION
	3460.16			TEY GROSS EARNINGS
	60.00			NON TAXABLE MEALS
				TOTAL NON-TAXABLE ALLOWANCE ====> 60.00
				TOTAL TAXABLE COMPENSATION =====> 3460.16

TAX INFORMATION

DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS
RR TIER I	264.70	3151.90	3460.16	
RR TIER II	169.54	2018.86	3460.16	
FED INC TX	471.48	11980.76	3114.14	57081.15
MO INC TX	154.00	2496.00	3114.14	

TOTAL TAXES TAKEN ==> 1059.72

MISCELLANEOUS DEDUCTIONS

DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
PRETAX 401-K	346.02	BLE #609	96.00
		TOTAL PRE-TAX DEDUCTIONS =>	346.02
		TOTAL MISC. DEDUCTIONS ===>	96.00

TOTALS	AMOUNT
TAXABLE COMPENSATION	3460.16
PRE-TAX DEDUCTIONS	346.02-
FEDERAL TAXABLE GROSS	3114.14
TAXES TAKEN	1059.72-
MISCELLANEOUS DEDUCTIONS	96.00-
NON-TAXABLE ALLOWANCE	60.00
NET AMOUNT	2018.42

PERSONNEL ACCUNTING CONTROL NBR 513478

T-16

#11

** PERSONAL AND CONFIDENTIAL **
D R SNYDER
2310 LINDA LANE
COLUMBIA MO 65202

UNION PACIFIC RAILROAD

THE AMOUNT OF $2208.56 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 1421395 ON JUNE 15, 2000 FOR THE PAY PERIOD ENDING MAY 31, 2000.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

COMPENSATION					
CURRENT PERIOD HRS	CURRENT PERIOD MIN	CURRENT PERIOD AMOUNT	PREV PERIOD ADJ HRS	PREV PERIOD ADJ MIN	PREV PERIOD ADJ AMOUNT	DESCRIPTION
		4396.42				TEY GROSS EARNINGS
		48.00				NON TAXABLE MEALS

TOTAL NON-TAXABLE ALLOWANCE ====> 48.00
TOTAL TAXABLE COMPENSATION =====> 4396.42

TAX INFORMATION

DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS
RR TIER I	336.33	3488.23	4396.42	
RR TIER II	215.43	2234.29	4396.42	
FED INC TX	584.32	12565.08	3517.14	60598.29
MO INC TX	178.00	2674.00	3517.14	

TOTAL TAXES TAKEN ==> 1314.08

MISCELLANEOUS DEDUCTIONS

DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
PRETAX 401-K	879.28	INS LE&C MUT PRO	42.50

TOTAL PRE-TAX DEDUCTIONS => 879.28
TOTAL MISC. DEDUCTIONS ===> 42.50

TOTALS	AMOUNT
TAXABLE COMPENSATION	4396.42
PRE-TAX DEDUCTIONS	879.28-
FEDERAL TAXABLE GROSS	3517.14
TAXES TAKEN	1314.08-
MISCELLANEOUS DEDUCTIONS	42.50-
NON-TAXABLE ALLOWANCE	48.00
NET AMOUNT	2208.56

PERSONNEL ACCOUNTING
CONTROL NBR 5154901

T-17

0321 23:34 00/197 [illegible]

****

RECEIPT FOR CNTNA 20 PRT:07/15/00 23:34C

ORIGIN LOCATION: MX125 JEFCITY
DESTINATION : MX283 KANCITY

CREW MEMBERS:
ENG: DR SNYDER
CON: RE SCHULER
ENG DR SNYDER TIE UP REPORTED: 06/29 17:23 USING KEYBOARD MONITOR.

SLIP NUMBER 108
ON DUTY AT: 06/29/00 06:00 CENTRAL
INITIAL TERMINAL DEPARTURE TIME: 06/29 06:05 CENTRAL
TERMINAL ARRIVAL: 06/29 16:00 CENTRAL
FINAL TIE-UP: 06/29 17:30 CENTRAL

ORIGINAL ENGINE CONSIST: UP Q06686 SP 000310

CLAIMED/PAID:	TIME	MILES	PAY
TIME/MILES PAID	09:58	016Z	197.37
OVERTIME	01:32		45.82
CON ONLY			14.94
ENG FRA CERTIFICATIO			5.00
HELDAWAY FROM HOME TERMINAL	13:05		260.66
TOTAL PAY			$ 523.79

DECLINED:

FINAL TERMINAL DELAY 00:30
ALLOWED TERMINAL TIME; SWITCHING; OR OVERTIME; WHICHEVER IS GREATER - BUT NOT BOTH.

#13

DATE	LOC	JOB	POS	PAY	TAXABLE
06/17 13:00	MX125	CTVUW	15 ENG	630.96	630.96
06/18 05:20	MX283	ZSEME	15 ENG	242.16	236.16
06/19 21:30	MX125	MASNP	19 ENG	534.88	534.88
06/20 19:30	MX283	QNPES	20 ENG	290.07	278.07
06/22 06:45	MX125	IDULA	22 ENG	419.27	419.27
06/23 08:30	MX283	2CJRQP	21 ENG	399.18	387.18
06/24 15:15	MX125	DH74	24 ENG	155.12	155.12
06/25 02:30	MX283	CSVDY	15 ENG	274.39	268.39
06/26 18:00	MX125	AASFX	26 ENG	483.11	483.11
06/27 16:35	MX283	2CEYMS	22 ENG	241.09	229.09
06/29		********CL	V1	330.93	330.93
06/29 06:00	MX125	CNTNA	20 ENG	523.79	523.79
TOTAL PAY				4524.95	4476.95

****
********* INFORMATION DISPLAYED IS SUBJECT TO TIMEKEEPING REVIEW. *********
****

T-18

#14

** PERSONAL AND CONFIDENTIAL **
D R SNYDER
9528 E.WINNER RD. APT.4B
INDEPENDENCE MO 64053

UNION PACIFIC RAILROAD

THE AMOUNT OF $1994.84 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 1421395 ON JULY 28, 2000 FOR THE PAY PERIOD ENDING JULY 15, 2000.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

COMPENSATION					
CURRENT PERIOD HRS MIN	CURRENT PERIOD AMOUNT	PREV PERIOD ADJ HRS MIN	PREV PERIOD ADJ AMOUNT	DESCRIPTION	
	4311.03		523.79-	TEY GROSS EARNINGS	
	42.00			NON TAXABLE MEALS	
		TOTAL NON-TAXABLE ALLOWANCE ====>		42.00	
		TOTAL TAXABLE COMPENSATION =====>		3787.24	

TAX INFORMATION					MISCELLANEOUS DEDUCTIONS			
DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS	DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
RR TIER I	289.72	4479.95	3787.24		PRETAX 401-K	757.45	BLE $609	96.00
RR TIER II	94.37	2778.30	1925.85					
FED INC TX	447.86	14150.18	3029.79	70969.23			TOTAL PRE-TAX DEDUCTIONS =>	757.45
MO INC TX	149.00	3179.00	3029.79				TOTAL MISC. DEDUCTIONS ===>	96.00
TOTAL TAXES TAKEN ==>		980.95						

TOTALS	AMOUNT
TAXABLE COMPENSATION	3787.24
PRE-TAX DEDUCTIONS	757.45-
FEDERAL TAXABLE GROSS	3029.79
TAXES TAKEN	980.95-
MISCELLANEOUS DEDUCTIONS	96.00-
NON-TAXABLE ALLOWANCE	42.00
NET AMOUNT	1994.84

PERSONNEL ACCOUNTING CONTROL NBR 5261660

T-19

#6

-* PERSONAL AND CONFIDENTIAL **
D ' SNYDER
9[illegible]0 E.WINNER RD.APT.4B
IIDEPENDENCE MO 64053

UNION PACIFIC RAILROAD

THE AMOUNT OF $2399.96 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 1421395 ON UGUST 15, 2000 FOR THE PAY PERIOD ENDING JULY 31, 2000.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

COMPENSATION					
CURRENT PERIOD HRS	MIN	AMOUNT	PREV PERIOD ADJ HRS	MIN	AMOUNT	DESCRIPTION
		4304.26				TEY GROSS EARNINGS
		66.00				NON TAXABLE MEALS

TOTAL ON-TAXABLE ALLOWANCE ====> 66.00
TOTAL AXABLE COMPENSATION =====> 4304.26

TAX INFORMATION				
DESCR.	AMOUN WITHHEL	YTD WITHHELD	CURRENT GROSS	YTD GROSS
RR TIER I	329.7	4809.22	4304.26	
RR TIER II		2778.30		
FED INC TX	563.6	14713.86	3443.41	74412.64
MO INC TX	174.0	3353.00	3443.41	

TOTAL TAXS TAKEN ==> 1066.95

MISCELLANEOUS DEDUCTIONS			
DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
PRETAX 401-K	860.85	INS LE&C MUT PRO	42.50

TOTAL PRE-TAX DEDUCTIONS => 860.85
TOTAL MISC. DEDUCTIONS ===> 42.50

TOTALS	AMOUNT
TAXABLE COMPENSATION	4304.26
PRE-TAX DEDUCTIONS	860.85-
FEDERAL TAXABLE GROSS	3443.41
TAXES TAKEN	1066.95-
MISCELLANEOUS DEDUCTIONS	42.50-
NON-TAXABLE ALLOWANCE	66.00
NET AMOUNT	2399.96

PERSONNEL ACCOUNTING
CONTROL NBR 5303519

T-20

#16

** PERSONAL AND CONFIDENTIAL **
D R SNYDER
9530 E.WINNER RD.APT.4B
INDEPENDENCE MO 64053

UNION PACIFIC RAILROAD

THE AMOUNT OF $2455.18 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 1421395 ON AUGUST 30, 2000 FOR THE PAY PERIOD ENDING AUGUST 15, 2000.

THE FOLLOWING IS AN ACCOUNT OF THAT TRASACTION:

COMPENSATION

CURRENT PERIOD HRS	CURRENT PERIOD AMOUNT	PREV PERIOD ADJ HRS	PREV PERIOD ADJ AMOUNT	DESCRIPTION
	4583.99			TEY GROSS EARNINGS
	48.00			NON TAXABLE EALS
				TOTAL NON-TAXABLE ALLOWANCE ====> 48.00
				TOTAL TAXABLE COMPENSATION =====> 4583.99

TAX INFORMATION

DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS
RR TIER I	350.68	5159.90	4583.99	
RR TIER II		2778.30		
FED INC TX	626.33	15340.19	3667.19	78079.81
MO INC TX	187.00	3540.00	3667.19	
TOTAL TAXES TAKEN ==>		1164.01		

MISCELLANEOUS DEDUCTIONS

DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
PRETAX 401-K	916.80	BLE #609	96.00
TOTAL PRE-TAX DEDUCTIONS =>			916.80
TOTAL MISC. DEDUCTIONS ===>			96.00

TOTALS	AMOUNT
TAXABLE COMPENSATION	4583.99
PRE-TAX DEDUCTIONS	916.80-
FEDERAL TAXALE GROSS	3667.19
TAXES TAKEN	1164.01-
MISCELLANEOU DEDUCTIONS	96.00-
NON-TAXABLE LLOWANCE	48.00
NET AMOUNT	2455.18

PERSONNEL ACCOUNTING
CONTROL NBR 5336288

T-21

#11

** PERSONAL AND CONFIDENTIAL **
D R SNYDER
9530 E.WINNER RD.APT.4B
INDEPENDENCE MO 64053

UNION PACIFIC RAILROAD

THE AMOUNT OF $2396.70 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER 1421395 ON SEPTEMBER 15, 2000 FOR THE PAY PERIOD ENDING AUGUST 31, 2000.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

COMPENSATION

CURRENT PERIOD HRS MIN	CURRENT PERIOD AMOUNT	PREV PERIOD ADJ HRS MIN	PREV PERIOD ADJ AMOUNT	DESCRIPTION
	4335.78			TEY GROSS EARNINGS
	48.00			NON TAXABLE MEALS

TOTAL NON-TAXABLE ALLOWANCE ====> 48.00
TOTAL TAXABLE COMPENSATION =====> 4335.78

TAX INFORMATION

DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS
RR TIER I	331.69	5491.59	4335.78	
RR TIER II		2778.30		
FED INC TX	570.73	15910.92	3468.62	81548.45
MO INC TX	175.00	3715.00	3468.62	

TOTAL TAXES TAKEN ==> 1077.42

MISCELLANEOUS DEDUCTIONS

DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
PRETAX 401-K	867.16	INS LEE MUT PRO	42.50

TOTAL PRE-TAX DEDUCTION => 867.16
TOTAL MISC. DEDUCTIONS ==> 42.50

TOTALS	AMOUNT
TAXABLE COMPENSATION	4335.78
PRE-TAX DEDUCTIONS	867.16-
FEDERAL TAXABLE GROSS	3468.62
TAXES TAKEN	1077.42-
MISCELLANEOUS DEDUCTIONS	42.50-
NON-TAXABLE ALLOWANCE	48.00
NET AMOUNT	2396.70

PERSONEL ACCOUNTING
CONTRL NBR 5377960

T-22

#21

** PERSONAL AND CONFIDENTIAL **
D R SNYDER
9530 E.WINNER RD.APT.4B
INDEPENDENCE MO 64053

UNION PACIFIC RAILROAD

THE AMOUNT OF $2565.65 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 1421395 ON NOVEMBER 15, 2000 FOR THE PAY PERIOD ENDING OCTOBER 31, 2000.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

COMPENSATION

CURRENT PERIOD HRS MIN	CURRENT PERIOD AMOUNT	PREV PERIOD ADJ HRS MIN	PREV PERIOD ADJ AMOUNT	DESCRIPTION
	4775.86			TEY GROSS EARNINGS
	54.00			NON TAXABLE MEALS
				TOTAL NON-TAXABLE ALLOWANCE ====> 54.00
				TOTAL TAXABLE COMPENSATION =====> 4775.86

TAX INFORMATION

DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS
RR TIER I	69.25	6018.85		
RR TIER II		2778.30		
FED INC TX	943.29	19138.23	4775.86	98772.35
MO INC TX	254.00	4617.00	4775.86	
TOTAL TAXES TAKEN ==>	1266.54			

MISCELLANEOUS DEDUCTIONS

DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
AFTER TAX 401-K	955.17	INS LE&C MUT PRO	42.50
TOTAL MISC. DEDUCTIONS ===>			997.67

TOTALS	AMOUNT
FEDERAL TAXABLE GROSS	4775.86
TAXES TAKEN	1266.54-
MISCELLANEOUS DEDUCTIONS	997.67-
NON-TAXABLE ALLOWANCE	54.00
NET AMOUNT	2565.65

PERSONNEL ACCOUNTING CONTROL NBR 5527089

T-23

#22

** PERSONAL AND CONFIDENTIAL **
D R SNYDER
9530 E.WINNER RD.APT.4B
INDEPENDENCE MO 64053

UNION PACIFIC RAILROAD

THE AMOUNT OF $2401.82 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 1421395 ON NOVEMBER 30, 2000 FOR THE PAY PERIOD ENDING NOVEMBER 15, 2000.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

COMPENSATION

CURRENT PERIOD HRS MIN	CURRENT PERIOD AMOUNT	PREV PERIOD ADJ HRS MIN	PREV PERIOD ADJ AMOUNT	DESCRIPTION
	4485.35			TEY GROSS EARNINGS
	66.00			NON TAXABLE MEALS

TOTAL NON-TAXABLE ALLOWANCE ====> 66.00
TOTAL TAXABLE COMPENSATION =====> 4485.35

TAX INFORMATION

DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS
RRR TIER I	65.04	6083.89		
RRR TIER II		2778.30		
FED INC TX	855.42	19993.65	4485.35	103257.70
MCD INC TX	236.00	4853.00	4485.35	

TOTAL TAXES TAKEN ==> 1156.46

MISCELLANEOUS DEDUCTIONS

DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
AFTER TAX 401-K	897.07	BLE #609	96.00

TOTAL MISC. DEDUCTIONS ===> 993.07

TOTALS	AMOUNT
FEDERAL TAXABLE GROSS	4485.35
TAXES TAKEN	1156.46-
MISCELLANEOUS DEDUCTIONS	993.07-
NON-TAXABLE ALLOWANCE	66.00
NET AMOUNT	2401.82

PERSONNEL ACCOUNTING
CONTROL NBR 5560051

T-24

#23

** PERSONAL AND CONFIDENTIAL **
D R SNYDER
9530 E.WINNER RD.APT.4B
INDEPENDENCE MO 64053

UNION PACIFIC RAILROAD

THE AMOUNT OF $2338.19 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 141395 ON DECEMBER 15, 2000 FOR THE PAY PERIOD ENDING NOVEMBER 30, 2000.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

COMPENSATION

CURRENT PERIOD HRS MIN	CURRENT PERIOD AMOUNT	PREV PERIOD ADJ HRS MIN	PREV PERIOD ADJ AMOUNT	DESCRIPTION
	263.52			TEY GROSS EARNINGS
	48.00			NON TAXABLE MEALS

TOTAL NON-TAXABLE ALLOWANCE =====> 48.00
TOTAL TAXABLE COMPENSATION =====> 4263.52

TAX INFORMATION

DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS
RR TIER I	61.82	6145.71		
RR TIER II		2778.30		
FED INC TX	793.31	20786.96	4263.52	107521.22
MO INC TX	223.00	5076.00	4263.52	

TOTAL TAXES TAKEN ==> 1078.13

MISCELLANEOUS DEDUCTIONS

DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
AFTER TAX 401-K	852.70	INS LE&C MUT PRO	42.50

TOTAL MISC. DEDUCTIONS ===> 895.20

TOTALS	AMOUNT
FEDERAL TAXABLE GROSS	4263.52
TAXES TAKEN	1078.13-
MISCELLANEOUS DEDUCTIONS	895.20-
NON-TAXABLE ALLOWANCE	48.00
NET AMOUNT	2338.19

PERSONNEL ACCOUNTING
CONTROL NBR 5601861

T-25

#24

** PERSONAL AND CONFIDENTIAL **
D R SNYDER
9530 E.WINNER RD.APT.4B
INDEPENDENCE MO 64053

UNION PACIFIC RAILROAD

THE AMOUNT OF $2616.38 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 1421395 ON DECEMBER 29, 2000 FOR THE PAY PERIOD ENDING DECEMBER 15, 2000.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

COMPENSATION					
CURRENT PERIOD HRS MIN	AMOUNT	PREV PERIOD ADJ HRS MIN	AMOUNT	DESCRIPTION	
	5039.23			TE GROSS EARNINGS	
	48.00			NON-TAXABLE MEALS	
				TOTAL NON-TAXABLE ALLOWANCE ===>	48.00
				TOTAL TAXABLE COMPENSATION ===>	5039.23

TAX INFORMATION					MISCELLANEOUS DEDUCTIONS			
DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS	DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
RR TIER I	73.07	6218.78			AFTER TAX 401-K	1007.85	BLE #609	96.00
RR TIER II		2778.30						
FED INC TX	1024.93	21811.89	5039.23	12560.45				
MO INC TX	269.00	5345.00	5039.23					
TOTAL TAXES TAKEN ==>	1367.00				TOTAL MISC. DEDUCTIONS ===>			1103.85

TOTALS	AMOUNT	
FEDERAL TAXABLE GROSS	5039.23	
TAXES TAKEN	1367.00-	
MISCELLANEOUS DEDUCTIONS	1103.85-	
NON-TAXABLE ALLOWANCE	48.00	
NET AMOUNT	2616.38	PERSONNEL ACCOUNTING CONTROL NBR 5634249

T-26

#1

2001

** PERSONAL AND CONFIDENTIAL **

D R SNYDER
9530 E.WINNER RD.APT.4B
INDEPENDENCE MO 64053

UNION PACIFIC RAILROAD

THE AMOUNT OF $2116.33 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 1421395 ON JANUARY 12, 2001 FOR THE PAY PERIOD ENDING DECEMBER 31, 2000.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

COMPENSATION

CURRENT PERIOD HRS MIN	CURRENT PERIOD AMOUNT	PREV PERIOD ADJ HRS MIN	PREV PERIOD ADJ AMOUNT	DESCRIPTION
	4151.73			TEY GROSS EARNINGS
	54.00			NON TAXABLE MEALS

TOTAL NON-TAXABLE ALLOWANCE =====> 54.00
TOTAL TAXABLE COMPENSATION =====> 4151.73

TAX INFORMATION

DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS
RR TIER I	317.61	317.61	4151.73	
RR TIER II	203.43	203.43	4151.73	
FED INC TX	529.51	529.51	3321.38	3321.38
MO INC TX	166.00	166.00	3321.38	

TOTAL TAXES TAKEN ==> 1216.55

MISCELLANEOUS DEDUCTIONS

DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
PRETAX 401-K	830.35	INS LE&C MUT PRO	42.50

TOTAL PRE-TAX DEDUCTIONS => 830.35
TOTAL MISC. DEDUCTIONS ===> 42.50

TOTALS	AMOUNT
TAXABLE COMPENSATION	4151.73
PRE-TAX DEDUCTIONS	830.35-
FEDERAL TAXABLE GROSS	3321.38
TAXES TAKEN	1216.55-
MISCELLANEOUS DEDUCTIONS	42.50-
NON-TAXABLE ALLOWANCE	54.00
NET AMOUNT	2116.33

PERSONNEL ACCOUNTING
CONTROL NBR 5674648

T-27

#2

** PERSONAL AND CONFIDENTIAL **
D R SNYDER
9530 E.WINNER RD.APT.4B
INDEPENDENCE MO 64053

UNION PACIFIC RAILROAD

THE AMOUNT OF $2405.92 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 1421395 ON JANUARY 30, 2001 FOR THE PAY PERIOD ENDING JANUARY 15, 2001.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

COMPENSATION

CURRENT PERIOD HRS MIN	CURRENT PERIOD AMOUNT	PREV PERIOD ADJ HRS MIN	PREV PERIOD ADJ AMOUNT	DESCRIPTION
	4911.16		18.53	TEY GROSS EARNINGS
	72.00			NON TAXABLE MEALS

TOTAL NON-TAXABLE ALLOWANCE ====> 72.00
TOTAL TAXABLE COMPENSATION =====> 4929.69

TAX INFORMATION

DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS
RR TIER I	377.12	694.73	4929.69	
RR TIER II	241.56	444.99	4929.69	
FED INC TX	692.15	1221.66	3943.75	7265.13
MO INC TX	203.00	369.00	3943.75	

TOTAL TAXES TAKEN ==> 1513.83

MISCELLANEOUS DEDUCTIONS

DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
PRETAX 401-K	985.94	BLE #609	96.00

TOTAL PRE-TAX DEDUCTIONS => 985.94
TOTAL MISC. DEDUCTIONS ===> 96.00

TOTALS	AMOUNT
TAXABLE COMPENSATION	4929.69
PRE-TAX DEDUCTIONS	985.94-
FEDERAL TAXABLE GROSS	3943.75
TAXES TAKEN	1513.83-
MISCELLANEOUS DEDUCTIONS	96.00-
NON-TAXABLE ALLOWANCE	72.00
NET AMOUNT	2405.92

PERSONNEL ACCOUNTING CONTROL NBR 5706274

T-28

#2

** PERSONAL AND CONFIDENTIAL **
D R SNYDER
9530 E.WINNER RD.APT.4B
INDEPENDENCE MO 64053

UNION PACIFIC RAILROAD

THE AMOUNT OF $249.53 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 1421395 ON FEBRUARY 15 2001 FOR THE PAY PERIOD ENDING JANUARY 31, 2001.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

COMPENSATION					
CURRENT PERIOD HRS MIN	AMOUNT	PREV PERIOD ADJ HRS MIN	AMOUNT	DESCRIPTION	
	4672.42			TEY GROSS EARNINGS	
	66.00			NON TAXABLE MEALS	
				TOTAL NON-TAXABLE ALLOWANCE ====>	66.00
				TOTAL TAXABLE COMPENSATION =====>	4672.42

TAX INFORMATION					MISCELLANEOUS DEDUCTIONS			
DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS	DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
RR TIER I	357.44	1052.1[illegible]	4672.42		PRETAX 401-K	934.48	INS LE&C MUT PRO	42.50
RR TIER II	228.95	673.9[illegible]	4672.42					
FED INC TX	634.52	1856.1[illegible]	3737.94	11003.07			TOTAL PRE-TAX DEDUCTIONS =>	934.48
MO INC TX	191.00	560.0[illegible]	3737.94				TOTAL MISC. DEDUCTIONS ===>	42.50
TOTAL TAXES TAKEN ==:		1411.91						

TOTALS	AMOUNT	
TAXABLE COMPENSATION	4672.42	
PRE-TAX DEDUCTIONS	934.48-	
FEDERAL TAXABLE GROSS	3737.94	
TAXES TAKEN	1411.91-	
MISCELLANEOUS DEDUCTIONS	42.50-	
NON-TAXABLE ALLOWANCE	66.00	
NET AMOUNT	2349.53	PERSONNEL ACCOUNTING CONTROL NBR 5747327

T-29

#4

** PERSONAL AND CONFIDENTIAL **
D R SNYDER
9530 E.WINNER RD.APT.4B
INDEPENDENCE MO 64053

UNION PACIFIC RAILROAD

THE AMOUNT OF $2089.15 WILL BE DEPOSITED IN YOUR ESIGNATED ACCOUNT NUMBER, 1421395 ON FEBRUARY 28, 2001 FOR THE PAY PERIOD ENDING FEBRUARY 15, 2001.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

COMPENSATION

CURRENT PERIOD HRS MIN	CURRENT PERIOD AMOUNT	PREV PERIOD ADJ HRS MIN	PREV PERIOD ADJ AMOUNT	DESCRIPTION
	4157.71			TEY GROSS EARNINGS
	66.00			NON TAXABLE MEALS

TOTAL NON-TAXABLE ALLOWANCE ====> 66.00
TOTAL TAXABLE COMPENSATION =====> 4157.71

TAX INFORMATION

DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS
RR TIER I	318.07	1370.24	4157.71	
RR TIER II	203.73	877.67	4157.71	
FED INC TX	519.22	2375.40	3326.17	14329.24
MO INC TX	166.00	726.00	3326.17	

TOTAL TAXES TAKEN ==> 1207.02

MISCELLANEOUS DEDUCTIONS

DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
PRETAX 01-K	831.54	BLE #609	96.00

TOTAL PRE-TAX DEDUCTIONS ==> 831.54
TOTAL MISC. DEDUCTIONS ===> 96.00

TOTALS	AMOUNT
TAXABLE COMPENSATION	4157.71
PRE-TAX DEDUCTIONS	831.54-
FEDERAL TAXABLE GROSS	3326.17
TAXES TAKEN	1207.02-
MISCELLANEOUS DEDUCTION	96.00-
NON-TAXABLE ALLOWANCE	66.00
NET AMOUNT	2089.15

PERSONNEL ACCOUNTING CONTROL NBR 5779699

T-30

#1

** PERSONAL AND CONFIDENTIAL **
D R SNYDER
9530 E.WINNER RD.APT.4B
INDEPENDENCE MO 64053

UNION PACIFIC RAILROAD

THE AMOUNT OF $1650.54 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 1421395 ON MARCH 15, 2001 FOR THE PAY PERIOD ENDING FEBRUARY 28, 2001.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

COMPENSATION						
CURRENT PERIOD			PREV PERIOD ADJ			
HRS	MIN	AMOUNT	HRS	MIN	AMOUNT	DESCRIPTION
		2970.87				TEY GROSS EARNINGS
		60.00				NON TAXABLE MEALS
						TOTAL NON-TAXABLE ALLOWANCE ====> 60.00
						TOTAL TAXABLE COMPENSATION =====> 2970.87

TAX INFORMATION					MISCELLANEOUS DEDUCTIONS			
DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS	DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
RR TIER I	227.27	1597.51	2970.87		PRETAX 401-K	594.17	INS LE&C MUT PR(	42.50
RR TIER II	145.57	1023.24	2970.87					
FED INC TX	261.82	2637.22	2376.70	16705.94			TOTAL PRE-TAX DEDUCTIONS =>	54.17
MO INC TX	109.00	835.00	2376.70				TOTAL MISC. DEDUCTIONS ===>	2.50
TOTAL TAXES TAKEN ==>		743.66						

TOTALS	AMOUNT
TAXABLE COMPENSATION	2970.87
PRE-TAX DEDUCTIONS	594.17-
FEDERAL TAXABLE GROSS	2376.70
TAXES TAKEN	743.66-
MISCELLANEOUS DEDUCTIONS	42.50-
NON-TAXABLE ALLOWANCE	60.00
NET AMOUNT	1650.54

PERSONNEL ACCOUNTING CONTROL NBR 521112

T-31

#6

** PERSONAL AND CONFIDENTIAL **
D R SNYDER
9530 E.WINNER RD.APT.4B
INDEPENDENCE MO 64053

UNION PACIFIC RAILROAD

THE AMOUNT OF $2231.81 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 1421395 ON MARCH 30, 2001 FOR THE PAY PERIOD ENDING MARCH 15, 2001.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

COMPENSATION

CURRENT PERIOD HRS MIN	CURRENT PERIOD AMOUNT	PREV PERIOD ADJ HRS MIN	PREV PERIOD ADJ AMOUNT	DESCRIPTION
	4527.64			TEY GROSS EARNINGS
	60.00			NON TAXABLE MEALS

TOTAL NON-TAXABLE ALLOWANCE ====> 60.00
TOTAL TAXABLE COMPENSATION =====> 4527.64

TAX INFORMATION

DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS
RR TIER I	346.36	1943.87	4527.64	
RR TIER II	221.85	1245.09	4527.64	
FED INC TX	602.09	3239.31	3622.11	20328.05
MO INC TX	184.00	1019.00	3622.11	

TOTAL TAXES TAKEN ==> 1354.30

MISCELLANEOUS DEDUCTIONS

DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
PRETAX 401-K	905.53	BLE #609	96.00

TOTAL PRE-TAX DEDUCTIONS => 905.53
TOTAL MISC. DEDUCTIONS ===> 96.00

TOTALS	AMOUNT
TAXABLE COMPENSATION	4527.64
PRE-TAX DEDUCTIONS	905.53-
FEDERAL TAXABLE GROSS	3622.11
TAXES TAKEN	1354.30-
MISCELLANEOUS DEDUCTIONS	96.00-
NON-TAXABLE ALLOWANCE	60.00
NET AMOUNT	2231.81

PERSONNEL ACCOUNTING
CONTROL NBR 5853817

T-32

#1

** PERSONAL AND CONFIDENTIAL **
D R SNYDER
9530 E.WINNER RD.APT.4B
INDEPENDENCE MO 64053

UNION PACIFIC RAILROAD

THE AMOUNT OF $2131.27 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 1421395 ON APRIL 12, 2001 FOR THE PAY PERIOD ENDING MARCH 31, 2001.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

COMPENSATION

CURRENT PERIOD HRS	MIN	AMOUNT	PREV PERIOD ADJ HRS	MIN	AMOUNT	DESCRIPTION
		4114.69				TEY GROSS EARNINGS
		72.00				NON TAXABLE MEALS

TOTAL NON-TAXABLE ALLOWANCE =====> 72.00
TOTAL TAXABLE COMPENSATION ======> 4114.69

TAX INFORMATION

DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS
RR TIER I	314.77	2258.64	4114.69	
RR TIER II	201.62	1446.71	4114.69	
FED INC TX	509.59	3748.90	3291.75	23619.80
MO INC TX	164.00	1183.00	3291.75	

TOTAL TAXES TAKEN ==> 1189.98

MISCELLANEOUS DEDUCTIONS

DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
PRETAX 401-K	822.94	INS LE&C MUT PRO	42.50

TOTAL PRE-TAX DEDUCTIONS => 822.94
TOTAL MISC. DEDUCTIONS ===> 42.50

TOTALS	AMOUNT
TAXABLE COMPENSATION	4114.69
PRE-TAX DEDUCTIONS	822.94-
FEDERAL TAXABLE GROSS	3291.75
TAXES TAKEN	1189.98-
MISCELLANEOUS DEDUCTIONS	42.50-
NON-TAXABLE ALLOWANCE	72.00
NET AMOUNT	2131.27

PERSONNEL ACCOUNTING CONTROL NBR 5895830

T-33

#8

** PERSONAL AND CONFIDENTIAL **
R SNYDER
530 E.WINNER RD.APT.4B
NDEPENDENCE MO 64053

UNION PACIFIC RAILROAD

TH AMOUNT OF $2054.19 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 1421395 ON APRIL 30, 2001 FOR THE PAY PERIOD ENDING APRIL 15, 2001.

TH FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

COMPENSATION					
CURRENT PERIOD HRS MIN	AMOUNT	PREV PERIOD ADJ HRS MIN	AMOUNT	DESCRIPTION	
	4235.4			TET GROSS EARNINGS	
	TOTAL TAXABLE COMPENSATION ======>		4235.49		

TAX INFORMATION					MISCELLANEOUS DEDUCTIONS			
DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS	DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
RR TIER I	22.01	2582.65	4235.49		PRETAX 401-K	847.10	BLE #609	96.00
RR TIER II	20.54	1654.25	4235.49					
FED INC TX	53.65	4285.55	3388.39	27008.19				
MO INC TX	17.00	1353.00	3388.39					
TOTAL TAXES TAKEN ==>		1238.20			TOTAL PRE-TAX DEDUCTIONS =>			847.10
					TOTAL MISC. DEDUCTIONS ===>			96.00

TOTALS	AMOUNT	
TAXABLE COMPENSATION	4235.49	
PRE-TAX DEDUCTIONS	847.10-	
FEDERAL TAXABLE GROSS	3388.39	
TAXES TAKEN	1238.20-	
MISCELLANEOUS DEDUCTIONS	96.00-	
NET AMOUNT	2054.19	PERSONNEL ACCOUNTING CONTROL NBR 5928600

T-34

#9

** PERSONAL AND CONFIDENTIAL **
D R SNYDER
9530 E.WINNER RD.APT.4E
INDEPENDENCE MO 64053

UNION PACIFIC RAILROAD

THE AMOUNT OF $2100.46 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 1421395 ON MAY 15, 2001 FOR THE PAY PERIOD NDING APRIL 30, 2001.

THE FOLLOWING IS AN ACCOUNT OF THAT TANSACTION:

COMPENSATION					
CURRENT PERIOD HRS MIN	CURRENT PERIOD AMOUNT	PREV PERIOD ADJ HRS MIN	PREV PERIOD ADJ AMOUNT	DESCRIPTIO	
	4217.23			TEY GROSS ARNINGS	
				TOTAL TAXABLE COMPENSATION =====> 427.23	

TAX INFORMATION					MISCELLANEOUS DEDUCTIONS			
DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROS:	DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
RR TIER I	322.62	2905.27	4217.23		PRETAX 401-K	843.45	INS LE&C MUT PRO	42.50
RR TIER II	206.65	1860.90	4217.23					
FED INC TX	532.55	4818.10	3373.78	30381.7			TOTAL PRE-TAX DEDUCTIONS =>	843.45
MO INC TX	169.00	1522.00	3373.78				TOTAL MISC. DEDUCTIONS ===>	42.50
	TOTAL TAXES TAKEN ==>	1230.82						

TOTALS	AMOUNT	
TAXABLE COMPENSATION	4217.23	
PRE-TAX DEDUCTIONS	843.45-	
FEDERAL TAABLE GROSS	3373.78	
TAXES TAKE	1230.82-	
MISCELLANEOUS DEDUCTIONS	42.50-	
NET AMOUNT	2100.46	PERSONNEL ACCOUNTING CONTROL NBR 5970711

T-35

#10

** PERSONAL AND CONFIDENTIAL **
D R SNYDER
9530 E.WINNER RD.APT.4B
INDEPENDENCE MO 64053

UNION PACIFIC RAILROAD

THE AMOUNT OF $2031.83 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 1421395 ON MAY 30, 2001 FOR THE PAY PERIOD ENDING MAY 15, 2001.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

COMPENSATION

CURRENT PERIOD HRS	MIN	AMOUNT	PREV PERIOD ADJ HRS	MIN	AMOUNT	DESCRIPTION
		4074.87				TEY GROSS EARNINGS
		42.00				NON TAXABLE MEALS

TOTAL NON-TAXABLE ALLOWANCE ====> 42.00
TOTAL TAXABLE COMPENSATION =====> 4074.87

TAX INFORMATION

DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS
RR TIER I	311.74	3217.01	4074.87	
RR TIER II	199.66	2060.56	4074.87	
FED INC TX	500.67	5318.77	3259.90	33641.87
MO INC TX	162.00	1684.00	3259.90	

TOTAL TAXES TAKEN ==> 1174.07

MISCELLANEOUS DEDUCTIONS

DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
PRETAX 401-K	814.97	BLE #609	96.00

TOTAL PRE-TAX DEDUCTIONS => 814.97
TOTAL MISC. DEDUCTIONS ===> 96.00

TOTALS	AMOUNT
TAXABLE COMPENSATION	4074.87
PRE-TAX DEDUCTIONS	814.97-
FEDERAL TAXABLE GROSS	3259.90
TAXES TAKEN	1174.07-
MISCELLANEOUS DEDUCTIONS	96.00-
NON-TAXABLE ALLOWANCE	42.00
NET AMOUNT	2031.83

PERSONNEL ACCOUNTING
CONTROL NBR 6003542

T-36

** PERSONAL AND CONFIDENTIAL **
D R SNYDER
9530 E.WINNER RD.APT.4B
INDEPENDENCE MO 64053

UNION PACIFIC RAILROAD

THE AMOUNT OF $2383.58 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 1421395 ON JUNE 15, 2001 FOR THE PAY PERIOD ENDING MAY 31, 2001.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

COMPENSATION

CURRENT PERIOD HRS MIN	CURRENT PERIOD AMOUNT	PREV PERIOD ADJ HRS MIN	PREV PERIOD ADJ AMOUNT	DESCRIPTION
	4787.94			TEY GROSS EARNINGS
	54.00			NON TAXABLE MEALS

TOTAL NON-TAXABLE ALLOWANCE ====> 54.00
TOTAL TAXABLE COMPENSATION =====> 4787.94

TAX INFORMATION

DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS
RR TIER I	366.27	3583.28	4787.94	
RR TIER II	234.61	2295.17	4787.94	
FED INC TX	660.39	5979.16	3830.35	37472.22
MO INC TX	197.00	1881.00	3830.35	

TOTAL TAXES TAKEN ==> 1458.27

MISCELLANEOUS DEDUCTIONS

DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
PRETAX 401-K	957.59	INS LE&C MUT PRO	42.50

TOTAL PRE-TAX DEDUCTIONS => 957.59
TOTAL MISC. DEDUCTIONS ===> 42.50

TOTALS	AMOUNT
TAXABLE COMPENSATION	4787.94
PRE-TAX DEDUCTIONS	957.59-
FEDERAL TAXABLE GROSS	3830.35
TAXES TAKEN	1458.27-
MISCELLANEOUS DEDUCTIONS	42.50-
NON-TAXABLE ALLOWANCE	54.00
NET AMOUNT	2383.58

PERSONNEL ACCOUNTING
CONTROL NBR 6045518

T-37

12

** PERSONAL AND CONFIDENTIAL **
D R SNYDER
9530 E.WINNER RD.APT.4B
INDEPENDENCE MO 64053

UNION PACIFIC RAILROAD

THE AMOUNT OF $2003.79 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 1421395 ON JUNE 29, 2001 FOR THE PAY PERIOD ENDING JUNE 15, 2001.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

COMPENSATION					
CURRENT PERIOD HRS MIN	CURRENT PERIOD AMOUNT	PREV PERIOD ADJ HRS MIN	PREV PERIOD ADJ AMOUNT	DESCRIPTION	
	4005.97			TEY GROSS EARNINGS	
	42.00			NON TAXABLE MEALS	
			TOTAL NON-TAXABLE ALLOWANCE ====>	42.00	
			TOTAL TAXABLE COMPENSATION =====>	4005.97	

TAX INFORMATION					MISCELLANEOUS DEDUCTIONS			
DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS	DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
RR TIER I	306.46	3889.74	4005.97		PRETAX 401-K	801.19	BLE #609	96.00
RR TIER II	196.30	2491.47	4005.97					
FED INC TX	485.23	6464.39	3204.78	40677.00				
MO INC TX	159.00	2040.00	3204.78					
TOTAL TAXES TAKEN ==>	1146.99				TOTAL PRE-TAX DEDUCTIONS =>		801.19	
					TOTAL MISC. DEDUCTIONS ===>		96.00	

TOTALS	AMOUNT
TAXABLE COMPENSATION	4005.97
PRE-TAX DEDUCTIONS	801.19-
FEDERAL TAXABLE GROSS	3204.78
TAXES TAKEN	1146.99-
MISCELLANEOUS DEDUCTIONS	96.00-
NON-TAXABLE ALLOWANCE	42.00
NET AMOUNT	2003.79

PERSONNEL ACCOUNTING
CONTROL NBR 6078322

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#15

** PERSONAL AID CONFIDENTIAL **
D R SNYDER
9530 E.WINNER RD.APT.4B
INDEPENDENCE MO 64053

UNION PACIFIC RAILROAD

THE AMOUNT OF $1538.40 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 1421395 ON JULY 13, 2001 FOR THE PAY PERIOD ENDING JUNE 30, 2001.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

CURRENT PERIOD HRS MIN	CURRENT PERIOD AMOUNT	COMPENSATION PREV PERIOD ADJ HRS MIN	COMPENSATION PREV PERIOD ADJ AMOUNT	DESCRIPTION
	2991.28			TEY GROSS EARNINGS
	12.00			NON TAXABLE MEALS
	7.94			NON TAXABLE OTHER
				TOTAL NON-TAXABLE ALLOWANC ====> 19.94
				TOTAL TAXABLE COMPENSATIO ====> 2991.28

TAX INFORMATION

DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROS	YTD GROSS
RR TIER I	228.83	4118.57	2991.28	
RR TIER II	146.57	2638.04	2991.28	
FED INC TX	330.66	6795.05	2660.53	43337.53
MO INC TX	126.00	2166.00	2660.53	
TOTAL TAXES TAKEN ==>			832.06	

MISCELLANEOUS DEDUCTIONS

DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
PRETAX 401-K	330.75	AFTER TAX 401-K	267.51
INS LE&C MUT PRO	42.50		
TOTAL PRE-TAX DEDUCTIONS =>			330.75
TOTAL MISC. DEDUCTIONS ===>			310.01

TOTALS	AMOUNT
TAXABLE COMPENSATION	2991.28
PRE-TAX DEDUCTIONS	330.75-
FEDERAL TAXABLE GROSS	2660.53
TAXES TAKEN	832.06-
MISCELLANEOUS DEDUCTIONS	310.01-
NON-TAXABLE ALLOWANCE	19.94
NET AMOUNT	1538.40

PERSONNEL ACCOUNTING
CONTROL NBR 6120334

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** PERSONAL AND CONFIDENTIAL **
D R SNYDER
9530 E.WINNER RD.APT.4B
INDEPENDENCE MO 64053

UNION PACIFIC RAILROAD

THE AMOUNT OF $1337.47 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 1421093 ON JULY 30, 2001 FOR THE PAY PERIOD ENDING JULY 15, 2001

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

COMPENSATION					
CURRENT PERIOD		PREV. PERIOD ADJ			
HRS/UNITS	AMOUNT	HRS/UNITS	AMOUNT	DESCRIPTION	
	2817.76			TEY GROSS EARNINGS	
	40.00			NON TAXABLE HEALT	

TOTAL NON-TAXABLE ALLOWANCE =====> 40.00
TOTAL TAXABLE COMPENSATION ======> 2817.76

TAX INFORMATION					MISCELLANEOUS DEDUCTIONS			
DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS	DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
RR FEDER TX	215.39	4334.15	2817.76		AFTER TAX ADJ-<	90.35	BLE HSCP	96.00
RR FEDER SS	158.07	2775.11	2817.76					
FED INC TX	373.11	7158.16	2817.76	46135.29	TOTAL MISC. DEDUCTIONS ===>			559.55
MO INC TX	136.30	2302.30	2817.76					

FEDERAL TAXABLE GROSS	281 .76
TAXES TAKEN	861.74-
MISCELLANEOUS DEDUCTIONS	559.55-
NON-TAXABLE ALLOWANCE	40.00
NET AMOUNT	1337.47

PERSONNEL ACCOUNTING
CONTROL NBR 8152953

T-40

** PERSONAL AND CONFIDENTIAL **

D R SNYDER

[redacted]

INDEPENDENCE MO 64053

UNION PACIFIC RAILROAD

THE AMOUNT OF $2065.61 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER 1421395 ON AUGUST 15, 2001 FOR THE PAY PERIOD ENDING JULY 31, 2001.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

COMPENSATION				
CURRENT PERIOD		PREV PERIOD ADJ		
HRS MIN	AMOUNT	HRS MIN	AMOUNT	DESCRIPTION
	4515.12			TEY GROSS EARNINGS
	60.00			NON TAXABLE MEALS
				TOTAL NON-TAXABLE ALLOWANCE ====> 60.00
				TOTAL TAXABLE COMPENSATION ======> 4515.12

TAX INFORMATION					MISCELLANEOUS DEDUCTIONS			
DESCR	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS	DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
RR FED T	345.11	4679.54	4515.12		AFTER TAX 401-K	903.00	INS LEGC MUT PRO	42.50
RR FED SS	140.19	2925.50	3044.71					
FED INC TX	831.09	7999.55	4515.12	50679.41	TOTAL MISC. DEDUCTIONS ===>			945.50
MO INC TX	258.00	2540.00	4515.12					

FEDERAL TAXABLE GROSS	4515.12
TAXES TAKEN	1563.00-
MISCELLANEOUS DEDUCTIONS	945.50-
NON-TAXABLE ALLOWANCE	60.00
NET AMOUNT	2065.61

PERSONNEL ACCOUNTING
CONTROL NBR 5195008

T-41

** PERSONAL AND CONFIDENTIAL **
D R SNYDER
9530 E.WINNER RD.APT.4B
INDEPENDENCE MO 64053

UNION PACIFIC RAILROAD

THE AMOUNT OF $2168.77 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 1421395 ON AUGUST 30, 2001 FOR THE PAY PERIOD ENDING AUGUST 15, 2001.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

COMPENSATION

CURRENT PERIOD HRS MIN	CURRENT PERIOD AMOUNT	PREV PERIOD ADJ HRS MIN	PREV PERIOD ADJ AMOUNT	DESCRIPTION
	4564.69			TEY GROSS EARNINGS
	48.00			NON TAXABLE MEALS

TOTAL NON-TAXABLE ALLOWANCE =====> 48.00
TOTAL TAXABLE COMPENSATION ======> 4564.69

TAX INFORMATION

DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS
RR TIER I	349.20	5028.74	4564.69	
RR TIER II		2025.30		
FED INC TX	344.78	3844.33	4564.69	35235.10
MO INC TX	241.00	2791.00	4564.69	

TOTAL TAXES TAKEN ==> 1434.98

MISCELLANEOUS DEDUCTIONS

DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
AFTER TAX 401-K	912.94	BLE 4609	96.00

TOTAL MISC. DEDUCTIONS ===> 1008.94

TOTALS	AMOUNT	
FEDERAL TAXABLE GROSS	4564.69	
TAXES TAKEN	1434.98-	
MISCELLANEOUS DEDUCTIONS	1008.94-	
NON-TAXABLE ALLOWANCE	48.00	
NET AMOUNT	2168.77	PERSONNEL ACCOUNTING CONTROL NBR 6227658

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** PERSONAL AND CONFIDENTIAL **

D R SNYDER
9530 E.WINNER RD.APT.4B
INDEPENDENCE MO 64053

UNION PACIFIC RAILROAD

THE AMOUNT OF $2274.04 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 14221395 ON SEPTEMBER 14, 2001 FOR THE PAY PERIOD ENDING AUGUST 31, 2001.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

CURRENT PERIOD HRS	MIN	AMOUNT	COMPENSATION PREV PERIOD ADJ HRS	MIN	AMOUNT	DESCRIPTION
		4619.29				TEY GROSS EARNINGS
		78.00				NON TAXABLE MEALS

TOTAL NONN-TAXABLE ALLOWANCE =====> 78.00
TOTAL TAXABLE COMPENSATION =====> 4619.29

TAX INFORMATION DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS
RR TIER I	353.37	5382.11	4619.29	
RR TIER II		2026.50		
FED INC TX	859.52	9703.35	4619.29	59854.39
MO INC TX	244.00	3025.00	4619.29	

TOTAL TAXES TAKEN ==> 1456.39

MISCELLANEOUS DEDUCTIONS DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
AFTER TAX 401-K	923.86	INS LE&C MUT PRO	42.50

TOTAL MISC. DEDUCTIONS ===> 966.36

TOTALS	AMOUNT
FEDERAL TAXABLE GROSS	7234.11
TAXES TAKEN	1456.39-
MISCELLANEOUS DEDUCTIONS	966.36-
NON-TAXABLE ALLOWANCE	78.00
NET AMOUNT	2274.04

PERSONNEL ACCOUNTING
CONTROL NBR 6269776

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** PERSONAL AND CONFIDENTIAL **
D R SNYDE
9830 E.WINNER RD.APT.43
INDEPENDENCE MO 64053

UNION PACIFIC RAILROAD

THE AMOUNT OF $2103.09 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 1421395 ON SEPTEMBER 2, 2001 FOR THE PAY PERIOD ENDING SEPTEMBER 15, 2001.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

COMPENSATION					
CURRENT PERIOD HRS	MIN	AMOUNT	PREV PERIOD ADJ HRS	MIN	AMOUNT	DESCRIPTION
		4351.49				TEY GROSS EARNINGS
		66.00				NON TAXABLE MEALS
						TOTAL NON-TAXABLE ALLOWANCE ====> 66.00
						TOTAL TAXABLE COMPENSATION =====> 4351.49

TAX INFORMATION					MISCELLANEOUS DEDUCTIONS		
PERIOD	AMOUNT	YTD AMOUNT	CURRENT PERIOD	YTD PERIOD	DESCRIPTION	YTD AMOUNT	AMOUNT
RR TIER I	332.39	5715.0	4351.49		AFTER TAX 401-K	870.30	BLE 4609 96.00
RR TIER II		2925.0					
FED INC TX	787.21	10491.6	4351.49	64205.38	TOTAL MISC. DEDUCTIONS ===>		966.30
MO INC TX	228.30	3253.0	4351.49				
TOTAL TAXES TAKEN ==		1348.10					

TOTALS	AMOUNT	
FEDERAL TAXABLE GROSS	4351.49	
TAXES TAKEN	1348.10-	
MISCELLANEOUS DEDUCTIONS	966.30-	
NON-TAXABLE ALLOWANCE	66.00	
NET AMOUNT	2103.09	PERSONNEL ACCOUNTING CONTROL NBR 9302502

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** PERSONAL AND CONFIDENTIAL **
D R SNYDER
9530 E.WINNER RD.APT.43
INDEPENDENCE MO 64053

UNION PACIFIC RAILROAD

THE AMOUNT OF $2053.26 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER 1421395 ON OCTOBER 15, 2001 FOR THE PAY PERIOD ENDING SEPTEMBER 30, 2001.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

CURRENT PERIOD HRS MIN	CURRENT PERIOD AMOUNT	PREV PERIOD ADJ HRS MIN	PREV PERIOD ADJ AMOUNT	COMPENSATION DESCRIPTION
	4072.91			TEY GROSS EARNINGS
	72.00			NON TAXABLE MEALS

TOTAL NON-TAXABLE ALLOWANCE =====> 72.00
TOTAL TAXABLE COMPENSATION =====> 4072.91

TAX INFORMATION DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS
RR TIER I	311.57	6026.57	4072.91	
RR TIER II		2925.50		
FED INC TX	712.00	11203.06	4072.91	68278.79
MO INC TX	211.00	3464.00	4072.91	

TOTAL TAXES TAKEN ===> 1234.57

MISCELLANEOUS DEDUCTIONS DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
AFTER TX 401-K	814.58	INS LEGC MUT PRC	42.50

TOTAL MISC. DEDUCTIONS ===> 857.08

TOTALS	AMOUNT
FEDERAL TAXABLE GROSS	4072.91
TAXES TAKEN	1234.57-
MISCELLANEOUS DEDUCTIONS	857.08-
NON-TAXABLE ALLOWANCE	72.00
NET AMOUNT	2053.26

PERSONNEL ACCOUNTING
CONTROL NBR 9344510

T-45

** PERSONAL AND CONFIDENTIAL **
D R SNYDER
9550 E.WINNER RD.APT.4B
INDEPENDENCE MO 64055

UNION PACIFIC RAILROAD
EMPLOYEE ID: 0042210
THE AMOUNT OF $2512.23 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER.
1421395 ON OCTOBER 30, 2001 FOR THE PAY PERIOD ENDING OCTOBER 15, 2001.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

COMPENSATION					
CURRENT PERIOD		PREV PERIOD ADJ			
HRS MIN	AMOUNT	HRS MIN	AMOUNT	DESCRIPTION	
	4901.53			TEY GROSS EARNINGS	
	90.00			NON TAXABLE MEALS	
				TOTAL NON-TAXABLE ALLOWANCE ====>	90.00
				TOTAL TAXABLE COMPENSATION ======>	4901.53

TAX INFORMATION					MISCELLANEOUS DEDUCTIONS			
DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS	DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
RR TIER I	171.59	6198.16	1621.21		AFTER TAX 401-K	980.31	BLE #609	96.00
RR TIER II		3926.00						
FED INC TX	940.40	12143.06	4901.53	73180.32	TOTAL MISC. DEDUCTIONS ====>			1076.31
MO INC TX	281.00	3725.00	4901.53					
TOTAL TAXES TAKEN ==>		1372.99						

TOTALS	AMOUNT	
FEDERAL TAXABLE GROSS	4901.53	
TAXES TAKEN	1372.99-	
MISCELLANEOUS DEDUCTIONS	1076.31-	
NON-TAXABLE ALLOWANCE	90.00	
NET AMOUNT	2512.23	PERSONNEL ACCOUNTING CONTROL NBR 6377344

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** PERSONAL AND CONFIDENTIAL **
D R SNYDER
9530 E.WINNER RD.APT.4B
INDEPENDENCE MO 64053

UNION PACIFIC RAILROAD
EMPLOYEE ID: 00422210
THE AMOUNT OF $2336.34 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER.
1421395 ON NOVEMBER 15, 2001 FOR THE PAY PERIOD ENDING OCTOBER 31, 2001.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

COMPENSATION					
CURRENT PERIOD HRS MIN	CURRENT PERIOD AMOUNT	PREV. PERIOD ADJ HRS MIN	PREV. PERIOD ADJ AMOUNT	DESCRIPTION	
	4167.12			TEY GROSS EARNINGS	
	60.00			NON TAXABLE MEALS	
				TOTAL NON-TAXABLE ALLOWANCE =====>	60.00
				TOTAL TAXABLE COMPENSATION ======>	4167.12

TAX INFORMATION					MISCELLANEOUS DEDUCTIONS			
DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS	DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
RR TIER I	60.43	6258.59			AFTER TAX 401-K	833.42	INS LE&C MUT PRO	42.50
RR TIER II		2925.30						
FED INC TX	737.43	12980.89	4167.12	77347.44	TOTAL MISC. DEDUCTIONS ===>			875.92
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]				
TOTAL TAXES TAKEN ==> 1014.86								

TOTALS	AMOUNT
FEDERAL TAXABLE GROSS	4167.12
TAXES TAKEN	1014.86-
MISCELLANEOUS DEDUCTIONS	875.92-
NON-TAXABLE ALLOWANCE	60.00
NET AMOUNT	2336.34

PERSONNEL ACCOUNTING
CONTROL NBR 6419569

T-47

Tax

** PERSONAL AND CONFIDENTIAL **
L P SNYDER
9530 E.WINNER RD.APT.43
INDEPENDENCE MO 64053

UNION PACIFIC RAILROAD
EMPLOYEE ID: 0042210
THE AMOUNT OF $2315.23 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 1421395 ON NOVEMBER 30, 2001 FOR THE PAY PERIOD ENDING NOVEMBER 15, 2001.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

COMPENSATION

CURRENT PERIOD HRS MIN	CURRENT PERIOD AMOUNT	PREV PERIOD ADJ HRS MIN	PREV PERIOD ADJ AMOUNT	DESCRIPTION
	4210.55			TEY GROSS EARNINGS
	72.00			NON TAXABLE MEALS

TOTAL NON-TAXABLE ALLOWANCE ====> 72.00
TOTAL TAXABLE COMPENSATION ======> 4210.55

TAX INFORMATION

DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS
RR TIER I	61.05	6319.64		
RR TIER II		2785.00		
FED INC TX	749.16	13630.05	4210.55	81557.99
MO INC TX	219.00	4161.00	4210.55	

TOTAL TAXES TAKEN ==> 1029.21

MISCELLANEOUS DEDUCTIONS

DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
AFTER TAX 401-K	842.11	BLE #609	96.00

TOTAL MISC. DEDUCTIONS ===> 938.11

TOTALS	AMOUNT
FEDERAL TAXABLE GROSS	4210.55
TAXES TAKEN	1029.21-
MISCELLANEOUS DEDUCTIONS	938.11-
NON-TAXABLE ALLOWANCE	72.00
NET AMOUNT	2315.23

PERSONNEL ACCOUNTING
CONTROL NBR 4452508

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#23

** PERSONAL AND CONFIDENTIAL **
P SNYDER
330 E.WINNER RD.APT.48
NDEPENDENCE MO 64053

UNION PACIFIC RAILROAD
EMPLOYEE ID: 0042210

TH AMOUNT OF $2358.05 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER.
1421393 N DECEMBER 14, 2001 FOR THE PAY PERIOD ENDING NOVEMBER 30, 2001.

TH FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION.

CURRENT PERIOD HRS MIN	AMOUNT	COMPENSATION PRE PERIOD ADJ HRS MIN	AMOUNT	DESCRIPTION
	4215.06			TIEY GROSS EARNINGS
	60.00			NCON TAXABLE MEALS
				TOTL NON-TAXABLE ALLOWANCE ==> 60.00
				TOTL TAXABLE COMPENSATION ==> 4215.06

TAX INFORMATION DESCR.	AMOUNT WITHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS
RR TIER I	6.12	6380.76		
RR TIER II		2925.30		
FED ING TX	75.38	14380.43	4215.06	85773.05
MO ING TX	22.00	4381.00	4215.06	
TOTAL TAXES TAKEN ==>	1031.50			

MISCELLANEOUS DEDUCTIONS DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
AFTER TAX 401-K	843.01	INS LE&C MUT PRO	42.50
TOTAL MISC. DEDUCTIONS ==>			885.51

TOTALS	AMOUNT
FEDERAL TAXABLE GROSS	4215.06
TAXES TAKEN	1031.50-
MISCELLANEOUS DEDUCTIONS	885.51-
NON-TAXABLE ALLOWANCE	60.00
NET AMOUNT	2358.05

PERSONNEL ACCOUNTING
CONTROL NBR 8494642

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#4-03

** PERSONAL AND CONFIDENTIAL **
D R SNYDER
[redacted]
INDEPENDENCE MO 64055

UNION PACIFIC RAILROAD
EMPLOYEE ID: 042210
THE AMOUNT OF $2358.05 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 1421395 ON DECEMBER 14, 2001 FOR THE PAY PERIOD ENDING NOVEMBER 30, 2001.

THE FOLLOWING IS AN ACCOUNT OF THIS TRANSACTION:

COMPENSATION					
CURRENT PERIOD HRS MIN	AMOUNT	PREV PERIOD YTD HRS MIN	AMOUNT	DESCRIPTION	
	4215.06			TAX GROS EARNINGS	
	60.00			NON TAXALE MEALS	
				TOTAL NON-TAXABLE ALLOWANCE ====>	60.00
				TOTAL TAXABLE COMPENSATION ====>	4215.06

TAX INFORMATION					MISCELLANEOUS DEDUCTIONS			
DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YT GROS	DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
RR TIER I	91.12	6380.76			AFTER TAX 401-K	343.01	INS LE&C MUT PRO	42.50
RR TIER II		2925.30						
FED INC TX	750.38	14380.43	4215.06	8577.05				
MO INC TX	220.00	4381.00	4215.06					
		TOTAL TAXES TAKEN ==>	1061.50		TOTAL MISC. DEDUCTIONS ===>			385.51

TOTAL	AMOUNT	
FEDERAL TAXABLE GROSS	4215.06	
TAXES TAKEN	1061.50-	
MISCELLANEOUS DEDUCTIONS	885.51-	
NON-TAXALE ALLOWANCE	60.00	
NET AMOUNT	2358.05	PERSONNEL ACCOUNTING CONTROL NBR 6494642

T-50

PERSONAL AND CONFIDENTIAL

D R SNYDER
9630 E.WINNER RD.APT.4B
INDEPENDENCE MO 64053

UNION PACIFIC RAILROAD
EMPLOYEE ID: 0042210
THE AMOUNT OF $2620.14 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER,
1421395 ON DECEMBER 28, 2001 FOR THE PAY PERIOD ENDING DECEMBER 15, 2001

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

CURRENT PERIOD HRS	MIN	AMOUNT	PREV PERIOD ADJ HRS	MIN	AMOUNT	DESCRIPTION
		4947.64				TEY GROSS EARNINGS
		48.00				NON TAXABLE MEALS

TOTAL NON-TAXABLE ALLOWANCE ====> 48.00
TOTAL TAXABLE COMPENSATION =====> 4947.64

TAX INFORMATION

DESC?	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS
RR TIER I	71.74	6452.50		
RR TIER II		2803.00		
FED INC TX	954.23	13034.66	4947.64	90720.69
MO INC TX	264.00	4645.00	4947.64	

TOTAL TAXES TAKEN ==> 1239.97

MISCELLANEOUS DEDUCTIONS

DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
AFTER TAX 401-K	989.53	LI #509	96.00

TOTAL MISC. DEDUCTIONS ===> 1085.53

TOTALS	AMOUNT	
TAXES TAKEN	1289.97-	
MISCELLANEOUS DEDUCTIONS	1085.53-	
NON-TAXABLE ALLOWANCE	48.00	
NET AMOUNT	2620.14	PERSONNEL ACCOUNTING CONTROL NBR 6526977

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** PERSONAL AND CONFIDENTIAL **
D. R. SNYDER
9830 E.WINNER RD.APT.43
INDEPENDENCE MO 64053

UNION PACIFIC RAILROAD
EMPLOYEE ID: 00422210
THE AMOUNT OF $2035.32 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER.
RECORD ON JANUARY 10, 2002 FOR THE PAY PERIOD ENDING DECEMBER 31, 2001

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

CURRENT PERIOD HRS MIN	CURRENT PERIOD AMOUNT	COMPENSATION PREV PERIOD ADJ HRS MIN	PREV PERIOD ADJ AMOUNT	DESCRIPTION
	3816.79			TEY GROSS EARNINGS
	54.00			NON TAXABLE MEALS

TOTAL NON-TAXABLE ALLOWANCE ====> 54.00
TOTAL TAXABLE COMPENSATION ======> 3816.79

TAX INFORMATION

DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS
RR TIER I	291.98	291.98	3816.79	
RR TIER II	137.02	137.02	3816.79	
FED INC TX	400.11	400.11	3053.43	3053.43
MO INC TX	150.00	150.00	3053.43	

TOTAL TAXES TAKEN ==> 1029.11

MISCELLANEOUS DEDUCTIONS

DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
PRETAX 401-K	763.36	INS LE&C MUT PRO	42.50

TOTAL PRE-TAX DEDUCTIONS ==> 763.36
TOTAL MISC. DEDUCTIONS ====> 42.50

TOTALS	AMOUNT
PRE-TAX DEDUCTIONS	763.36-
FEDERAL TAXABLE GROSS	3053.43
TAXES TAKEN	1029.11-
MISCELLANEOUS DEDUCTIONS	42.50-
NON-TAXABLE ALLOWANCE	54.00
NET AMOUNT	2035.32

PERSONNEL ACCOUNTING
CONTROL NBR 5568260

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** PERSONAL AND CONFIDENTIAL **
D R SNYDER
9630 E.WINNER RD.APT.4B
INDEPENDENCE MO 64053

UNION PACIFIC RAILROAD
EMPLOYEE ID: 00422210
THE AMOUNT OF $2898.29 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 1421395 ON JANUARY 30, 2002 FOR THE PAY PERIOD ENDING JANUARY 15, 2002.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

COMPENSATION

CURRENT PERIOD TRS TIA	CURRENT PERIOD AMOUNT	PREV PERIOD ADJ TRS TIA	PREV PERIOD ADJ AMOUNT	DESCRIPTION
	4385.29		1187.41	PRV GROSS EARNINGS
	60.00			NON TAXABLE MEALS

TOTAL NON-TAXABLE ALLOWANCE ====> 60.00
TOTAL TAXABLE COMPENSATION =====> 6032.70

TAX INFORMATION

DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS
RR TIER I	461.31	733.43	6032.70	
RR TIER II	295.61	482.63	6032.70	
FED INC TX	879.75	1278.36	4826.16	7879.59
MO INC TX	256.00	406.00	4826.16	

TOTAL TAXES TAKEN ==> 1891.37

MISCELLANEOUS DEDUCTIONS

DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
PRETAX 401-K	1206.54	BLS 4609	96.00

TOTAL PRE-TAX DEDUCTIONS ==> 1206.54
TOTAL MISC. DEDUCTIONS ===> 96.00

TOTALS	AMOUNT
TAXABLE COMPENSATION	6032.70
PRE-TAX DEDUCTIONS	1206.54-
FEDERAL TAXABLE GROSS	4826.16
TAXES TAKEN	1891.37-
MISCELLANEOUS DEDUCTIONS	96.00-
NON-TAXABLE ALLOWANCE	60.00
NET AMOUNT	2898.29

PERSONNEL ACCOUNTING
CONTROL NBR 6600530

T-53

** PERSONAL AND CONFIDENTIAL **
L SNYDER
[illegible] E.WINNER RD.APT.4B
INDEPENDENCE MO 64053

UNION PACIFIC RAILROAD
EMPLOYEE ID: 0042210
THE AMOUNT OF $2146.84 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER,
1421395 ON FEBRUARY 15, 2002 FOR THE PAY PERIOD ENDING JANUARY 31, 2002.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

CURRENT PERIOD COMPENSATION HRS MIN	AMOUNT	PREV PERIOD ADJ HRS MIN	AMOUNT	DESCRIPTION
	4085.08			TEY GROSS EARNINGS
	54.00			NON TAXABLE MEALS

TOTAL NON-TAXABLE ALLOWANCE =====> 54.00
TOTAL TAXABLE COMPENSATION ======> 4085.08

TAX INFORMATION

DESCR	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS
RR TIER I	312.00	1065.99	4085.08	
RR TIER II	206.64	682.79	4085.08	
FED INC TX	458.16	1736.92	3268.06	11147.65
MO INC TX	162.80	568.00	3268.06	

TOTAL TIER TAXES 681.63 1747.78

MISCELLANEOUS DEDUCTIONS

DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
PRETAX 401-K	317.02	INS EE&C MUT PRO	42.50

TOTAL PRE-TAX DEDUCTIONS ==> 317.02
TOTAL MISC. DEDUCTIONS ===> 42.50

	AMOUNT
TAXABLE COMPENSATION	4085.08
PRE-TAX DEDUCTIONS	817.02-
FEDERAL TAXABLE GROSS	3268.06
TAXES TAKEN	1132.72-
MISCELLANEOUS DEDUCTIONS	42.50-
NON-TAXABLE ALLOWANCE	54.00
NET AMOUNT	2146.84

PERSONNEL ACCOUNTING
CONTROL NBR 5642161

T-54

** PERSONAL AND CONFIDE TIAL **
D R SNYDER
9530 E.WINNER RD.APT.4B
INDEPENDENCE MO 64053

UNION PACIFIC RAILROAD
EMPLOYEE ID: 004221
THE AMOUNT OF $2297.21 WILL BE DEPOSITE IN YOUR DESIGNATED ACCOUNT NUMBER.
1421395 ON FEBRUARY 28, 2002 FOR THE PAY PERID ENDING FEBRUARY 15, 2002.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

COMPENSATION

CURRENT PERIOD HRS	CURRENT PERIOD AMOUNT	PREV PERIOD ADJ HRS	PREV PERIOD ADJ AMOUNT	DESCRIPTION
	4523.22			TEY GROSS EARNINGS
	78.00			NON TAXABLE MALS
				TOTAL NON-TAXABLE ALLOWANCE ====> 78.0
				TOTAL TAXABLE COMPENSATION =====> 4523.22

TAX INFORMATION

DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS
RR TIER I	346.03	1412.02	4523.22	
RR TIER II	221.64	904.43	4523.22	
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
MO INC TX	185.00	751.00	3618.58	

MISCELLANEOUS DEDUCTIONS

DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
PRETAX 401-K	904.64	BLE #609	96.00
[illegible]	[illegible]	[illegible]	[illegible]
		TOTAL MISC. DEDUCTIONS ===>	96.00

TOTALS	AMOUNT	
TAXABLE COMPENSATION	4523.22	
PRE-TAX DEDUCTIONS	904.64-	
FEDERAL TAXALE GROSS	3618.58	
TAXES TAKEN	1303.37-	
MISCELLANEOU. DEDUCTIONS	96.00-	
NON-TAXABLE ALLOWANCE	78.00	
NET AMOUNT	2297.21	PERSONNEL ACCOUNTING CONTROL NBR 0074540

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** PERSONAL AND CONFIDENTIAL **
D R SNYDER
9530 E.WINNER RD.APT.4B
INDEPENDENCE MO 64053

UNION PACIFIC RAILROAD
EMPLOYEE ID: 00422210
THE AMOUNT OF $1926.72 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER
1421395 ON MARCH 15, 2002 FOR THE PAY PERIOD ENDING FEBRUARY 28, 2002.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

COMPENSATION

CURRENT PERIOD HRS	CURRENT PERIOD MIN	CURRENT PERIOD AMOUNT	PREV PERIOD ADJ HRS	PREV PERIOD ADJ MIN	PREV PERIOD ADJ AMOUNT	DESCRIPTION
		3550.51				TEY GROSS EARNINGS
		54.00				NON TAXABLE MEALS

TOTAL NON-TAXABLE ALLOWANCE ====> 54.00
TOTAL TAXABLE COMPENSATION =====> 3550.51

TAX INFORMATION

DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS
RR TIER I	271.61	1683.63	3550.51	
RR TIER II	173.98	1078.41	3550.51	
FED INC TX	342.60	2632.02	2840.41	17606.64
MO INC TX	137.00	336.30	2840.41	

TOTAL TAXES TAKEN ==> 925.19

MISCELLANEOUS DEDUCTIONS

DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
PRETAX 401-K	710.10	INS LIC MUT PRO	42.50
		TOTAL PRE-TAX DEDUCTIONS ==>	710.10
		TOTAL MISC. DEDUCTION ===>	42.50

TOTALS	AMOUNT	
TAXABLE COMPENSATION	3550.51	
PRE-TAX DEDUCTIONS	710.10-	
FEDERAL TAXABLE GROSS	2840.41	
TAXES TAKEN	925.19-	
MISCELLANEOUS DEDUCTIONS	42.50-	
NON-TAXABLE ALLOWANCE	54.00	
NET AMOUNT	1926.72	PERSONNEL ACCOUNTING CONTROL NBR 9719357

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** PERSONAL AND CONFIDENTIAL **
D R SNYDER
9800 E.WINNER RD.APT.#8
INDEPENDENCE MO 64053

UNION PACIFIC RAILROAD
EMPLOYEE ID: 0042210
THE AMOUNT OF $2317.91 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 14221395 ON MARCH 28, 2002 FOR THE PAY PERIOD ENDING MARCH 15, 2002.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

CURRENT PERIOD HRS MIN	AMOUNT	PREV PERIOD ADJ HRS MIN	AMOUNT	COMPENSATION DESCRIPTION
	4679.60			TEX GROSS EARNINGS
	60.00			NON TAXABLE MEALS
				TOTAL NON-TAXABLE ALLOWANCE ====> 60.00
				TOTAL TAXABLE COMPENSATION ====> 4679.60

DESCR.	TAX INFORMATION AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS
RR TIER I	357.99	2041.62	4679.60	
RR TIER II	229.30	1307.71	4679.60	
FED INC TX	586.48	3218.70	3743.68	21350.32
MO INC TX	191.00	1079.00	3743.68	
TOTAL TAXES TAKEN ==>	1364.77			

MISCELLANEOUS DEDUCTIONS DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
PRETAX 401-K	935.92	BLE 4609	121.00
TOTAL PRE-TAX DEDUCTIONS ==>			935.92
TOTAL MISC. DEDUCTIONS ===>			121.00

	AMOUNT
TAXABLE COMPENSATION	4679.60
PRE-TAX DEDUCTIONS	935.92-
FEDERAL TAXABLE GROSS	3743.68
TAXES TAKEN	1364.77-
MISCELLANEOUS DEDUCTIONS	121.00-
NON-TAXABLE ALLOWANCE	60.00
NET AMOUNT	2317.91

PERSONNEL ACCOUNTING CONTROL NBR 6748958

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** PERSONAL AND CONFIDENTIAL **
D R SNYDER
9830 E.WINNER RD.APT.48
INDEPENDENCE MO 64053

UNION PACIFIC RAILROAD
EMPLOYEE ID: 0042210
THE AMOUNT OF $2092.51 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 1421395 ON APRIL 15, 2002 FOR THE PAY PERIOD ENDING MARCH 31, 2002.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

COMPENSATION

CURRENT PERIOD HRS MIN	CURRENT PERIOD AMOUNT	PREV PERIOD ADJ HRS MIN	PREV PERIOD ADJ AMOUNT	DESCRIPTION
	4027.73			TEY GROSS EARNINGS
	24.00			NON TAXABLE MEALS

TOTAL NON-TAXABLE ALLOWANCE ====> 24.00
TOTAL TAXABLE COMPENSATION ====> 4027.73

TAX INFORMATION

DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS
RR TIER I	308.15	2349.75	4027.73	
RR TIER II	297.39	1505.07	4027.73	
FED INC TX	445.68	3604.38	3222.18	24572.50
MO INC TX	160.00	1239.00	3222.18	

TOTAL TAXES TAKEN ==> 1111.17

MISCELLANEOUS DEDUCTIONS

DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
PRETAX 401(K	305.55	INS LIFE OVR PRD	42.50

TOTAL PRE-TAX DEDUCTIONS => 305.55
TOTAL MISC. DEDUCTIONS ===> 42.50

TOTALS	AMOUNT
TAXABLE COMPENSATION	4027.73
PRE-TAX DEDUCTIONS	805.55-
FEDERAL TAXABLE GROSS	3222.18
TAXES TAKEN	1111.17-
MISCELLANEOUS DEDUCTIONS	42.50-
NON-TAXABLE ALLOWANCE	24.00
NET AMOUNT	2092.51

PERSONNEL ACCOUNTING
CONTROL NBR 0790993

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** PERSONAL AND CONFIDENTIAL **
D R SNYDER
9530 E.WINNER RD.APT.48
INDEPENDENCE MO 64053

UNION PACIFIC RAILROAD
EMPLOYEE ID: 00422210
THE AMOUNT OF $2048.31 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 142195 ON APRIL 30, 2002 FOR THE PAY PERIOD ENDING APRIL 15, 2002.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

COMPENSATION

CURRENT PERIOD HRS HRS	CURRENT PERIOD AMOUNT	PREV PERIOD ADJ HRS HRS	PREV PERIOD ADJ AMOUNT	DESCRIPTION
	4171.18			TEY GROSS EARNINGS
	TOTAL TAXABLE COMPENSATION ======> 4171.18			

TAX INFORMATION

DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS
RR TIER I	333.13	2888.52	4171.18	
RR TIER II	294.33	1709.48	4171.18	
FED INC TX	479.66	4141.94	3336.94	27909.44
MO INC TX	167.00	1406.00	3336.94	
TTAL TAXES TAKEN ==>	1167.13			

MISCELLANEOUS DEDUCTIONS

DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
PRETAX 401-K	834.24	BLE $500	121.00
TOTAL PRE-TAX DEDUCTIONS =>	834.24		
TOTAL MISC. DEDUCTIONS ===>	121.00		

TOTALS	AMOUNT
TAXABLE COMPENSATION	4171.18
PRE-TAX DEDUCTIONS	834.24-
FEDERAL TAXABLE GROSS	3336.94
TAXES TAKEN	1167.13-
MISCELLANEOUS DEDUCTIONS	121.00-
NET AMOUNT	2048.81

PERSONNEL ACCOUNTING
CONTROL NBR 6823775

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** PERSONAL AND CONFIDENTIAL **
D R SNYDER
9530 E.WINNER RD.APT 4B
INDEPENDENCE MO 64053

UNION PACIFIC RAILROAD
EMPLOYEE ID 0042210
THE AMOUNT OF $2002.29 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER,
1421395 ON MAY 15, 2002 FOR THE PAY PERIOD ENDING APRIL 30, 2002.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

COMPENSATION					
CURRENT PERIOD			PREV PERIOD ADJ		
HRS	MIN	AMOUNT	HRS	MIN	AMOUNT	DESCRIPTION
		3837.47				TEX GROSS EARNINGS
		12.00				NON TAXABLE ALLO

TOTAL NON-TAXABLE ALLOWANCE =====> 12.00
TOTAL TAXABLE COMPENSATION =====> 3837.47

TAX INFORMATION					MISCELLANEOUS DEDUCTIONS			
	AMOUNT	YTD	CURRENT	TD				
DESCR.	WITHHELD	WITHHELD	GROSS	GOSS	DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
RR TIER I	295.87	2948.41	3837.47		PRETAX 401-K	767.49	INS LEGL 457 RRS	42.80
RR TIER II	138.04	1397.49	3837.47					
FED INC TX	404.58	4545.62	3069.98	3079.42	TOTAL PRE-TAX DEDUCTIONS =>			767.49
MO INC TX	198.70	1837.70	3069.98		TOTAL MISC. DEDUCTIONS ===>			42.80
TOTAL TAXES TAKEN ==> 1037.19								

TOTALS	AMOUNT	
TAXABLE COMPENSATION	3837.47	
PRE-TA DEDUCTIONS	767.49-	
FEDERAL TAXABLE GROSS	3069.98	
TAXES TAKEN	1037.19-	
MISCELLANEOUS DEDUCTIONS	42.80-	
NON-TAABLE ALLOWANCE	12.00	
NET AMOUNT	2002.29	PERSONNEL ACCOUNTING CONTROL NBR 9865885

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** PERSONAL AND CONFIDENTIAL **
D R SNYDER
9530 E.WINNER RD.APT.4B
INDEPENDENCE MO 64053

UNION PACIFIC RAILROAD
EMPLOYEE ID: 0042210
THE AMOUNT OF $2170.98 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER,
1421395 ON MAY 30, 2002 FOR THE PAY PERIOD ENDING MAY 15, 2002.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

COMPENSATION

CURRENT PERIOD HRS MIN	AMOUNT	PREV PERIOD ADJ HRS MIN	AMOUNT	DESCRIPTION
	4222.29			REV GROSS EARNINGS
	54.00			NON TAXABLE MEALS

TOTAL NON-TAXABLE ALLOWANCE ====> 54.00
TOTAL TAXABLE COMPENSATION ======> 4276.29

TAX INFORMATION

TAXES	CURRENT AMOUNT	YTD AMOUNT	CURRENT GROSS	YTD GROSS
FED INC TX	327.14	3289.55	4276.29	
SS TIER I	265.14	2197.05	4276.29	
MED INC TX	62.01	534.48	4276.29	34400.43
MO INC TX	172.00	1729.00	3421.03	
TOTAL TAXES TAKEN ==>	826.29	7749.08		

MISCELLANEOUS DEDUCTIONS

DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
PRETAX 401-K	355.26	BLE #609	96.00
TOTAL PRE-TAX DEDUCTIONS ==>			355.26
TOTAL MISC. DEDUCTIONS ===>			96.00

TOTALS	AMOUNT
TAXABLE COMPENSATION	4276.29
PRE-TAX DEDUCTIONS	855.26-
FEDERAL TAXABLE GROSS	3421.03
TAXES TAKEN	1206.05-
MISCELLANEOUS DEDUCTIONS	96.00-
NON-TAXABLE ALLOWANCE	54.00
NET AMOUNT	2170.98

PERSONNEL ACCOUNTING
CONTROL NBR 5898711

T-61

** PERSONAL AND CONFIDENTIAL **
D R SNYDER
9530 E.WINNER RD.APT.4B
INDEPENDENCE MO 64053

UNION PACIFIC RAILROAD
EMPLOYEE ID: 3042210
THE AMOUNT OF $2390.48 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 1421395 ON JUNE 14, 2002 FOR THE PAY PERIOD ENDING MAY 31, 2002.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

COMPENSATION

CURRENT PERIOD HRS MIN	AMOUNT	PREV PERIOD ADJ HRS MIN	AMOUNT	DESCRIPTION
	4651.37			NEW GROSS EARNINGS
	66.00			NON TAXABLE MEALS
			66.00	TOTAL NON-TAXABLE ALLOWANCE =====>
			4651.37	TOTAL TAXABLE COMPENSATION =====>

TAX INFORMATION

TAXES	AMOUNT	YTD	CURRENT	YTD	MISCELLANEOUS DEDUCTIONS			
RR TIER I	355.82	3645.37	4651.37		PRETAX 401+K	930.27	INS LEXC AUT PRO	42.50
RR TIER II	227.98	2334.95	4651.37				TOTAL PRE-TAX DEDUCTIONS ==>	930.27
FED TAX	930.27	9525.27	3721.10	38121.32			TOTAL MISC. DEDUCTIONS ===>	42.50
MO ING TX	190.00	1919.30	3721.10					
	TOTAL TAXES TAKEN ==>	1354.10						

TOTALS	AMOUNT	
TAXABLE COMPENSATION	4651.37	
PRE-TAX DEDUCTIONS	930.27-	
FEDERAL TAXABLE GROSS	3721.10	
MISCELLANEOUS DEDUCTIONS	42.50-	
NON-TAXABLE ALLOWANCE	66.00	
NET AMOUNT	2390.48	PERSONNEL ACCOUNTING CONTROL NBR 9940894

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** PERSONAL AND CONFIDENTIAL **
D R SNYDER
9830 E.WINNER RD.APT.4B
INDEPENDENCE MO 64053

UNION PACIFIC RAILROAD
EMPLOYEE ID: 00482010

THE AMOUNT OF $2061.32 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 1421395 ON JUNE 28, 2002 FOR THE PAY PERIOD ENDING JUNE 15, 2002.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

COMPENSATION						
CURRENT PERIOD HRS	MIN	AMOUNT	PREV PERIOD ADJ HRS	MIN	AMOUNT	DESCRIPTION
		[illegible]			[illegible]-	TAX GROSS EARNINGS
		72.00				NON TAXABLE MEALS
					TOTAL NON-TAXABLE ALLOWANCE ====>	72.00
					TOTAL TAXABLE COMPENSATION ======>	3965.12

TAX INFORMATION					MISCELLANEOUS DEDUCTIONS			
	AMOUNT	YTD	CURRENT	YTD				
RR TIER I	303.34	3948.71	3965.12		PRETAX 401-K	793.02	BLE 8609	96.00
RR TIER II	196.29	2529.84	3965.12					
FED INC TX	530.11	3537.02	3272.10	-1293.95			TOTAL PRE-TAX DEDUCTIONS ==>	793.02
MO INC TX	137.00	2076.00	3272.10				TOTAL MISC. DEDUCTIONS ===>	96.00
TOTAL TAXES TAKEN ==>		1086.78						

TOTALS	AMOUNT
TAXABLE COMPENSATION	3965.12
PRE-TAX DEDUCTIONS	793.02-
FEDERAL TAXABLE GROSS	3272.10
TAXES TAKEN	1086.78-
MISCELLANEOUS DEDUCTIONS	96.00-
NON-TAXABLE ALLOWANCE	72.00
NET AMOUNT	2061.32

PERSONNEL ACCOUNTING
CONTROL NBR 6973652

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** PERSONAL AND CONFIDENTIAL **

D R SNYDER
9530 E.WINNER RD.APT.4B
INDEPENDENCE MO 64053

UNION PACIFIC RAILROAD
EMPLOYEE ID: 3042210

THE AMOUNT OF $1997.91 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 1421395 ON JULY 15, 2002 FOR THE PAY PERIOD ENDING JUNE 30, 2002.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

COMPENSATION

CURRENT PERIOD HRS MIN	CURRENT PERIOD AMOUNT	PREV PERIOD ADJ HRS MIN	PREV PERIOD ADJ AMOUNT	DESCRIPTION
	3753.79			REV GROSS EARNINGS
	96.30			NON TAXABLE MEALS

TOTAL NON-TAXABLE ALLOWANCE ====> 96.30
TOTAL TAXABLE COMPENSATION =====> 3753.79

TAX INFORMATION

	AMOUNT	YTD	CURRENT	YTD	MISCELLANEOUS DEDUCTIONS			
FEDERAL T	237.16	4373.57	3753.79		PRETAX 401-K	676.59	AFTER TAX 401-K	74.17
FEDERAL SS	133.05	2801.37	3753.79		INS LE&C MUT PRO	42.30		
FED MED	406.53	9950.05	3077.20	46178.85				
MO INC TX	151.00	2281.00	3077.20		TOTAL PRE-TAX DEDUCTIONS =>			676.59
					TOTAL MISC. DEDUCTIONS ===>			116.67

TOTAL TAXES TAKEN ==> 1028.62

TOTALS	AMOUNT
TAXABLE COMPENSATION	3753.79
PRE-TAX DEDUCTIONS	676.59-
FEDERAL TAXABLE GROSS	3077.20
TAXES TAKEN	1028.62-
MISCELLANEOUS DEDUCTIONS	116.67-
NON-TAXABLE ALLOWANCE	66.00
NET AMOUNT	1997.91

PERSONNEL ACCOUNTING
CONTROL NBR 7015912

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** PERSONAL AND CONFIDENTIAL **
D R SNYDER
9530 E.WINNER D.APT.4B
INDEPENDENCE MO 64053

UNION PACIFIC RAILROAD
EMPLOYEE ID: 00422013
THE AMOUNT OF $1960.78 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 1421395 ON JULY 30, 2002 FOR THE PAY PERIOD ENDING JULY 15, 2002.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

COMPENSATION					
CURRENT PERIOD HRS	MIN	AMOUNT	PREV PERIOD AD HRS	MIN	AMOUN	DESCRIPTION
		4483.23				REY GROSS EARNINGS
		56.00				NON TAXABLE MEALS
			TOTAL NON-TAXABLE ALLOWANCE ====>			56.00
			TOTAL TAXABLE COMPENSATION ======>			4483.23

TAX INFORMATION					MISCELLANEOUS DEDUCTIONS			
DESCR	WITHHELD	WITHHELD	GROSS	GROSS	DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
RR TIER I	342.96	4716.55	443.23		AFTER TAX 401-K	896.65	BLE #508	96.00
RR TIER II	214.68	3001.35	443.23					
FED INC TX	736.16	7736.01	443.23	50654.08	TOTAL MISC. DEDUCTIONS ===>			992.65
MO INC TX	235.00	2516.00	443.23					
TOTAL TAXES TAKEN ==>		1583.80						

TOTALS	AMOUNT	
GROSS TAXABLE PAY	4483.23	
TAXES TAKEN	1583.80-	
MISCELLANEOUS DEDUCTIONS	992.65-	
NON-TAXABLE ALLOWANCE	56.00	
NET AMOUNT	1960.78	PERSONNEL ACCOUNTING CONTROL NBR 7048705

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** PERSONAL AND CONFIDENTIAL **
D R SNYDER
9830 E.WINNER RD.APT.4B
INDEPENDENCE MO 64053

UNION PACIFIC RAILROAD
EMPLOYEE ID: 00422210
THE AMOUNT OF $2341.90 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER,
1421395 ON AUGUST 15, 2002 FOR THE PAY PERIOD ENDING JULY 31, 2002.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

COMPENSATION					
CURRENT PERIOD HRS MIN	CURRENT PERIOD AMOUNT	PREV PERIOD ADJ HRS MIN	PREV PERIOD ADJ AMOUNT	DESCRIPTION	
	4849.02			TEY GROSS EARNINGS	
	94.00			NON TAXABLE ALLO	
TOTAL NON-TAXABLE ALLOWANCE ====> 94.00					
TOTAL TAXABLE COMPENSATION =====> 4849.02					

TAX INFORMATION					MISCELLANEOUS DEDUCTIONS			
DESCR	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS	DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	AFTER TAX 401K	79.00	INS LEAD NOT PRO	42.30
FED TAX W/H	95.95	3047.30	1145.92					
FED INC TAX	884.92	8621.13	4849.02	55503.10	TOTAL MISC. DEDUCTIONS ===>		1012.30	
MO INC TAX	257.00	2778.00	4849.02					
TOTAL TAXES TAKEN ==> 1578.82								

TOTALS	AMOUNT	
[illegible]	[illegible]	
TAXES TAKEN	178.82-	
MISCELLANEOUS DEDUCTIONS	112.30-	
NON-TAXABLE ALLOWANCE	94.00	
NET AMOUNT	241.90	PERSONNEL ACCOUNTING CONTROL NBR 7090968

T-66

** PERSONAL AND CONFIDENTIAL **
D R SNYDER
9830 E.WINNER RD.APT.4B
INDEPENDENCE MO 64053

UNION PACIFIC RAILROAD
EMPLOYEE ID: 0042213
THE AMOUNT OF $1171.43 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER, 1421395 ON AUGUST 30, 2002 FOR THE PAY PERIOD ENDING AUGUST 15, 2002.

THE HOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

CURRENT PERIOD		PREV PERIOD YTD		
HRS NUM	AMOUNT	HRS NUM	AMOUNT	COMPENSATION DESCRIPTION
	3779.13			TEV GROSS EARNINGS
	78.00			NON TAXABLE MEALS
				TOTAL NON-TAXABLE ALLOWANCE ====> 78.00
				TOTAL TAXABLE COMPENSATION ======> 3779.65

TAX INFORMATION DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS
RR TIER I	239.15	3579.93	3779.65	
RR TIER II		3087.00		
FED INC TX	596.19	9217.32	3779.65	59232.75
MO INC TX	243.00	3996.00	3779.65	
TOTAL TAXES TAKEN ==>	1078.34			

MISCELLANEOUS DEDUCTIONS DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
AFTER TAX 401-K	1511.38	DLE #809	96.5
TOTAL MISC. DEDUCTIONS ===>	1607.86		

TOTALS	AMOUNT
FEDERAL TAXABLE GROSS	3779.65
TAXES TAKEN	1078.34-
MISCELLANEOUS DEDUCTIONS	1607.86-
NON-TAXABLE ALLOWANCE	78.00
NET AMOUNT	1171.43

PERSONNEL ACCOUNTING CONTROL NBR 7124016

T-67

** PERSONAL AND CONFIDENTIAL **
D R SNYDER
9530 E.WINNER RD.APT.4B
INDEPENDENCE MO 64053

UNION PACIFIC RAILROAD
EMPLOYEE ID: 0042210
THE AMOUNT OF $1347.68 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER,
1421395 ON SEPTEMBER 13, 2002 FOR THE PAY PERIOD ENDING AUGUST 31, 2002.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

CURRENT PERIOD HRS MIN	AMOUNT	COMPENSATION PREV PERIOD ADJ HRS MIN	AMOUNT	DESCRIPTION
	4257.34			TEY GROSS EARNINGS
	53.00			NON TAXABLE MEALS

TOTAL NON-TAXABLE ALLOWANCE ====> 53.00
TOTAL TAXABLE COMPENSATION =====> 4257.34

DESCR.	TAX INFORMATION AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS
RR TIER I	325.72	5714.51	4257.84	
RR TIER II		3067.00		
FED INC TX	795.30	9962.62	4257.34	53699.35
MO INC TX	322.00	3238.00	4257.84	

TOTAL TAXES TAKEN ==> 1273.02

MISCELLANEOUS DEDUCTIONS DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
AFTER TAX 401-K	1703.14		
TOTAL MISC. DEDUCTIONS ===>			1703.14

TOTALS	AMOUNT
FEDERAL TAXABLE GROSS	4257.34
TAXES TAKEN	1273.02-
MISCELLANEOUS DEDUCTIONS	1703.14-
NON TAXABLE ALLOWANCES	53.00
NET AMOUNT	1347.68

PERSONNEL ACCOUNTING
CONTROL NBR 7171913

** PERSONAL AND CONFIDENTIAL **
D R SNYDER
9530 E.WINNER RD.APT.4B
INDEPENDENCE MO 64053

UNION PACIFIC RAILROAD
EMPLOYEE ID: 0042210
THE AMOUNT OF $40.72 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER,
1421395 ON SEPTEMBER 13, 2002 FOR THE PAY PERIOD ENDING AUGUST 31, 2002.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

CURRENT PERIOD HRS MIN	AMOUNT	COMPENSATION PREV PERIOD ADJ HRS MIN	AMOUNT	DESCRIPTION
	158.96			TEY GROSS EARNINGS

TOTAL TAXABLE COMPENSATION =====> 158.96

DESCR.	TAX INFORMATION AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS
RR TIER I	12.16	5388.79	158.96	
RR TIER II		3067.00		
FED INC TX		9217.32	158.96	39441.71
MO INC TX		2966.00	158.96	

TOTAL TAXES TAKEN ==> 12.16

MISCELLANEOUS DEDUCTIONS DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
AFTER TAX 401-K	93.58	INS LIFE NUT PRO	42.50
TOTAL MISC. DEDUCTIONS ===>			106.08

TOTALS	AMOUNT
FEDERAL TAXABLE GROSS	158.96
TAXES TAKEN	12.16-
MISCELLANEOUS DEDUCTIONS	106.08-
NET AMOUNT	40.72

PERSONNEL ACCOUNTING
CONTROL NBR 7135693

T-68

#18

** PERSONAL AND CONFIDENTIAL **
D R SNYDER
9530 E.WINNER RD.APT.48
INDEPENDENCE MO 64053

UNION PACIFIC RAILROAD
EMPLOYEE ID: 38M2223
THE AMOUNT OF 1196.23 WILL BE DEPOSITED IN YOUR DESIGNATED ACCOUNT NUMBER.
1421395 ON SEPTEMBER 30, 2002 FOR THE PAY PERIOD ENDING SEPTEMBER 13, 2002.

THE FOLLOWING IS AN ACCOUNT OF THAT TRANSACTION:

COMPENSATION					
CURRENT PERIOD HRS MIN	AMOUNT	PREV PERIOD ADJ HRS MIN	AMOUNT	DESCRIPTION	
	4125.93			TEY GROSS EARNINGS	
	36.00			NON TAXABLE MEALS	
				TOTAL NON-TAXABLE ALLOWANCE =====>	36.00
				TOTAL TAXABLE COMPENSATION =====>	4125.93

TAX INFORMATION					MISCELLANEOUS DEDUCTIONS			
DESCR.	AMOUNT WITHHELD	YTD WITHHELD	CURRENT GROSS	YTD GROSS	DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
RR TIER I	315.54	9050.13	4125.93		AFTER TAX 401-K	1550.37	MLE #009	196.00
RR TIER II		3087.30			TOTAL MISC. DEDUCTIONS ===>			1746.37
FED INC TX	689.69	19632.31	4125.93	67825.48				
MO INC TX	214.00	3402.00	4125.93					
TOTAL TAXES TAKEN ===>			1219.23					

TOTALS	AMOUNT	
TAXES TAKEN	1219.23-	
MISCELLANEOUS DEDUCTIONS	1746.37-	
NON-TAXABLE ALLOWANCE	36.00	
NET AMOUNT	1196.23	CONTROL NBR 7203499

T-67

UNION PACIFIC RAILROAD COMPANY

FACSIMILE TRANSMISSION

March 27, 2001

DELIVER TO:	Harold Downing	*FROM:*	Catherine Seago
CO./ DEPT.:		*DEPT.:*	Labor Relations
FAX:	570 388 4038	*PHONE:*	402/271-6607
PAGES TRANSMITTED:	4		plus cover sheet

COMMENTS:

Transmitting From

Fax No. 402/271-4474

IF YOU DO NOT RECEIVE ALL PAGES
CALL AS SOON AS POSSIBLE
402/271-6607

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T-70

MJ11 02:01 01/06E J6PM6 I85000T ,DN N0199 BY TOS FROM HGI6434 #PE, DTET3I6

RECEIPT FOR CLAIM #: 00859089 DATE SUBMITTED: 03/09/01 06:01
LOCATION: MX283 SLIP #: 1A DATE OF CLAIM: 12/07/00
CLAIMANT(S) SSN# POS CLAIMED TRAIN/JOB GLSISL 06
JR BNYDEP [illegible]

DESCRIPTION OF CLAIM:
I CLAIM A BASIC DAY ACCT. BEING MIS-HANDLED PER KANSAS CITY HUB AGREEMENT AND [illegible] AGREEMENT.CARRIER UNDER BOTH AGREEMENTS TO BE CALLED TO WORK INTO THE AWAY FROM HOME TERMINAL AND D.H.BACK TO HOME TERM. WHEN OTHER RESTED CREWS ARE AVAILABLE.
EOM

T-71

T-72

T-73

T-74

RECEIPT FOR CLAIM #: 01T80795 DATE SUBMITTED: 08/22/01 17:17
LOCATION: MYKOS SLIP #: 84 DATE OF CLAIM: 08/19/01
CLAIMANT(S): SSN# POS CLAIMED TRAIN/JOB SYMBOL
DR SNYDER 429-38-2988 ENG 00130 MILES

DESCRIPTION OF CLAIM:
CLAIM A BASIC DAY ACCT.BEING MIS HANDLED PER KANSAS CITY HUB AND 1986 BLE AGREEMENT.IMPROPER UNDER BOTH TO BE CALLED TO WORK INTO AWAY FROM HOME TERM AND D.H. BACK TO HOME TERM.WHEN OTHER CREWS ARE AVAILABLE
JCM

T-75

RECEIPT FOR CLAIM #: 01T80768 DATE SUBMITTED: 03/03/01 17:10

LOCATION: MXICE SLIP #: 9A DATE OF CLAIM: 02/20/01

CLAIMANT(S)	SSN#	POS	CLAIMED	TRAIN/JOB LADU 17
R SNYDER	408-88-0388		00130 MILES	

DESCRIPTION OF CLAIM:
LAIM A BASIC DAYS PAY ACCT.BEING MIS HANDLED PER C.B. HUB AND LOCAL SUB
GREEMENTS.IMPROPER UNDER BOTH TO WORK INTO AWAY FROM HOME TERM.AND D.H.
ACK TO HOME TERM, WITH RESTED CREWS AVAILABLE.
OM

T-76

[illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible]

RECEIPT #: CLAIM #: 0178078R DATE SUBMITTED: [illegible]
[illegible] CLAIM #: --- DATE OF CLAIM: [illegible]
CLAIMANT'S SSN# POS CLAIMED TRAIN JOB CONTV CL
OF SERVICE 409-69-0362 ENG 00136 MILES

DESCRIPTION OF CLAIM:
CLAIM A BASIC DAYS PAY ACCT.BEING MIS HANDLED PER N.C.HUB AGREEMENT
AND 1964 BLE AGREEMENT.IMPROPER UNDER BOTH TO WORK INTO AWAYFROM HOME
TERM.AND D.H. BACK TO HOME TERM.WITH RESTED CREWS AVAILABLE
ETC

T-77

TO BIN 88 FORM 40. 13084 UNION PACIFIC RAILROAD COMPANY PAGE17340
PAY PERIOD - 1 MAR 2001

SOC-SEC-NBR 428-88-2386 NAME D R SNYDER TIME CLAIMED NOT PAID PAY DATE 03/30/01

SLIP DATE FROM	TO	SLIP NO	TRAIN ID	DATE REC	DECLINE NUMBER	HW CD	DECLINED MLS/TM/MNY	REASON FOR DECLINATION
120700		1A	GLSISL	06	30901	AL1207900	C6	130 MILES (MANAGEMENT/CMS MISHANDLING - THE CLAIM IS DECLINED. YOU WERE HANDLEDPROPERLY ACCORDING TO EXISTING AGREEMENTS.
121700		2A	JOSME	04	30901	AL1217898	C6	130 MILES (MANAGEMENT/CMS MISHANDLING) THE CLAIM IS DECLINED. YOU WERE HANDLEDPROPERLY ACCORDING TO EXISTING AGREEMENTS.
122600		3A	CATWL	04	30901	AL1226899	C6	130 MILES (MANAGEMENT/CMS MISHANDLING) THE CLAIM IS DECLINED. YOU WERE HANDLEDPROPERLY ACCORDING TO EXISTING AGREEMENTS.
010201		1A	JNADH	11	31301	AL0102915	C6	130 MILES (CMS VACANCY PROCEDURES)-RECORDS INDICATE THAT CMS USED THE CORRECT VACANCY PROCEDURES AND YOU WERE CALLED/NOT CALLED IN PROPER ORDER.
013001		3A	JENAS	20	31301	AL0130914	C6	130 MILES (CMS VACANCY PROCEDURES)-RECORDS INDICATE THAT CMS USED THE CORRECT VACANCY PROCEDURES AND YOU WERE CALLED/NOT CALLED IN PROPER ORDER.
021701		7A	COVIMH	08	31901	AL0217915	C6	130 MILES (CMS VACANCY PROCEDURES)-RECORDS INDICATE THAT CMS USED THE CORRECT VACANCY PROCEDURES AND YOU WERE CALLED/NOT CALLED IN PROPER ORDER.

PAID TOTALS	DECLINED TOTALS (DATED THIS PAY PERIOD)	DECLINED (DATED FOR PREVIOUS PAY PERIOD)
MILES = 1,300	MILES = 0	MILES = 780
TIME = 8 HRS 37 MINS	TIME = 0 HRS 0 MINS	TIME = 0 HRS 0 MINS
MEALS = $ 60.00	MEALS = $ 0.00	MEALS = $ 0.00

TOTAL EQUIVALENT MILES PAID = 1,729

T-18

JAN 11 06:18 01/068 UA718 IB80007 .ON N0200 3Y TOS FROM HGZ0834 (=PE) DTE701

RECEIPT FOR CLAIM #: 00859485 DATE SUBMITTED: 03/09/01 04:15
LOCATION: MX125 SLIP #: ZA DATE OF CLAIM: 12/17/00
CLAIMANT'S SSN# POS CLAIMED TRAIN/JOB TIME
R SNYDER 428-88-1388 ENG 00130 MILES

DESCRIPTION OF CLAIM:
CLAIM A BASIC DAY ACCT.I WAS TOLD I WAS A TARGET CREW .TO TIE UP AT JEFF. C
TY AND CALL DME TO E/U, BACK TO M.O. I WAS MIS HANDLED PER M.O. PUB AGREEM
NT AND 1986 SLE AGREEMENT.IMPROPER UNDER BOTH AGREEMENTS TO BE CALLED TO W
RK INTO THE AWAY FROM HOME TERM.AND D.H. BACK TO HOME TERM.WHEN OTHER REST
ED CREWS ARE AVAILABLE.
DM

T-79

RECEIPT FOR CLAIM #: 0178075C DATE SUBMITTED: 03/02/01 17:11
LOCATION: MX125 SLIP #: 1DA DATE OF CLAIM: 03/16/01
CLAIMANT/S. SSN# POS CLAIMED TRAIN/JOB ONAWL 14
LR SNYDER 408-88-0389 00130 MILES

DESCRIPTION OF CLAIM:
LAIM A 34010 DAYS PAY ACCT.BEING MIS HANDLED PER M.O.-HUB AGREEMENT
NO 1994 SLE AGREEMENT.IMPROPER UNDER BOTH TO WORK INTO AWAY FROM
OME TERMINAL AND D, M, BACK TO HOME TERM.WITH RESTED CREWS AVAILABLE
.OM

T-80

* * * VACATION * * * 1998

*

GROUPING-MX125 ENG

VACATION WEEKS ALLOWED-05 VACATION DAYS PAID-35 VACATION WEEKS SCHEDULED-05

VACATION SENIORITY DATE - 06/28/67

ONE 52ND - $1,158.26 FIRST RATE - 1,158.26

*

SINGLE VACATION DAYS TAKEN/PAID-00 SINGLE VACATION DAYS RESERVED-00<

*

VACATION SCHEDULED 01/17 - 01/23 03/27 - 04/02 04/24 - 04/30
06/26 - 07/02 08/28 - 09/03

*

VACATION PAID	DATE	PAID
	01/17 - 07 DAYS	$1,158.26
	03/27 - 05 DAYS	$ 827.33
	04/01 - 02 DAYS	$ 330.93
	04/22 - 07 DAYS	$1,158.26
	06/29 - 02 DAYS	$ 330.93
	07/01 - 05 DAYS	$ 827.33
	08/27 - 03 DAYS	$ 827.33
	09/01 - 02 DAYS	$ 330.93

*

*

* * * * TELEPHONES * * *

HOME PHONES- 573-474-0627 DIS-N- 573-443-9266 DIS-N-B 816-254-7236 DIS-N--

AFHT PHONES- MX283 816-254-7236 DIS-N- MX283 573-443-9266 DIS-N-B

MX125 573-474-0627 DIS-N- MX125 573-443-9266 DIS-N-B

*

* * * * SPECIAL CONDITIONS * * *

10 QUALIFIED DPU

23 SWI QUALIFIED AS HOSTLER

*

* * * * SENIORITY ROSTERS * * *

*

PRIM QUAL	DATE	SEQ	ROSTER	PROT	PR	STAMP	ADDITIONAL QUALIFICATIONS
ENG	05 01 94	004	358101	N	P		PLE
ENG	05 01 94	009	300101	Y	U		
CON	04 05 74	256	300301	Y	B		
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]		
BRK	06 28 67	005	300402	Y	B		
SWI	10 17 71	124	300501	Y	B		
ENG	05 01 94	040	301101	Y	U		
CON	04 05 74	010	301301	Y	B		
BRK	10 17 71	490	301401	Y	B		
SWI	10 17 71	605	301501	Y	B		
ENG	05 01 94	040	302101	Y	U		
ENG	05 01 94	250	302112	Y	S		PLE
CON	04 05 74	010	302301	Y	B		
BRK	10 17 71	400	302401	Y	B		
ENG	05 01 94	035	303101	Y	U		
CON	03 25 80	640	303301	Y	B		
BRK	03 24 80	042	303401	Y	B		
SWI	07 05 83	028	303501	Y	B		
ENG	05 01 94	040	304101	Y	U		
CON	03 25 80	256	304301	Y	B		PLE
BRK	03 24 80	322	304401	Y	B		
SWI	07 05 83	027	304501	Y	B		
ENG	05 01 94	035	305101	Y	U		PLE
CON	03 25 80	640	305301	Y	B		

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BRK	03	24	80	605	306401	Y	B
SWI	07	05	83	028	306501	Y	B
ENG	05	01	94	040	307101	Y	J
CON	04	05	74	010	307301	Y	B
BRK	10	17	71	600	307401	Y	B
SWI	10	17	71	605	307501	Y	B
ENG	05	01	94	025	308101	Y	J
BRK	06	28	67	005	308401	Y	B
SWI	10	17	71	615	308501	Y	B
SWI	10	17	71	605	308502	Y	B
SWI	07	05	83	027	309501	Y	B
BRK	03	23	92	605	310401	Y	B
SWI	03	23	92	605	310501	Y	B
ENG	04	01	94	015	311101	Y	J
CON	04	05	74	010	311301	Y	B
BRK	10	17	71	605	311401	Y	B
ENG	05	01	94	040	312101	Y	J
SWI	07	05	83	028	312501	Y	B
SWI	10	17	71	605	313501	Y	
SWI	10	17	71	605	314501	Y	B
SWI	10	17	71	605	315501	Y	B
SWI	10	17	71	605	316501	Y	B
ENG	05	01	94	615	350101	N	3
ENG	01	16	99	383	351101	N	S
ENG	01	16	99	448	352101	N	S
ENG	01	16	99	472	354101	N	S
ENG	01	16	99	382	355101	N	S
ENG	01	16	99	023	357101	N	S
ENG	05	01	94	022	358101	N	P
ENG	01	17	99	382	359101	N	S

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HDR

* * * CUTOFF LISTING * * *

LOCATION BOARD

T-82

PERSONAL STATUS INQUIRY 10/07/00 13:29C

NAME	SSN	LOC	BRD	J/C	POS	B/P	QUAL
SNYDER	- -	MX125	RE3&	KS42	ENG	P	EP

-ASSIGNMENT SEN:
ENG 94/05/01 084 ROSTER-NO 353101 P
TATUS: OK

ESTED TIME: 10/06 1525

ERSONAL DAYS: ALLOWED- 11 PAID- 00 CARRIED- 00 DENIED- 00 CARRIED PAID- 00
HOLIDAYS PAID- 00

* * * SCHEDULED VACATION * * * 2000

ACATION WEEKS ALLOWED-05

01/17 - 01/23 03/27 - 04/02 04/24 - 04/30
06/26 - 07/02 08/28 - 09/03

VACATION PAID	DATE	PAID
	01/17 - 07 DAYS	$ ---.--
	03/27 - 03 DAYS	$ ---.--
	04/01 - 02 DAYS	$ ---.--
	04/22 - 07 DAYS	$ ---.--
	06/29 - 02 DAYS	$ ---.--
	07/01 - 05 DAYS	$ ---.--
	08/27 - 05 DAYS	$ ---.--
	09/01 - 02 DAYS	$ ---.--

* * * EXTRA BOARD AVAILABLE DAYS NOT WORKED * * *

* * * LAID OFF HURT DAYS * * *

CO CONSIST MILES- 0600
MLS OUT: 03
D MSG: LIVES AT KC & JEFF
MSG:

* * * CERTIFICATION DATA * * *

RTIFIED (Y/N): Y CERTIFIED DATE: 05 10 99 EXP DATE: 07 18 02
LASS OF SERVICE: 1 (1-ENGINEER, 2-SERVICING ENGINEER, 3-STUDENT ENGINEER)
(4-STUDENT ENG-QUALIFIED LSE, 5-STUDENT LSE)

* * * SENIORITY * * *

ENG	94/05/01	084	ROSTER-NO 353101	P
ENG	94/05/01	009	ROSTER-NO 300101	
CON	74/04/05	266	ROSTER-NO 300301	
BRK	67/06/28	266	ROSTER-NO 300401	
BRK	67/06/28	005	ROSTER-NO 300402	
SWI	71/10/17	124	ROSTER-NO 300501	
ENG	94/05/01	040	ROSTER-NO 301101	
CON	74/04/05	010	ROSTER-NO 301301	
BRK	71/10/17	490	ROSTER-NO 301401	
SWI	71/10/17	505	ROSTER-NO 301501	
ENG	94/05/01	040	ROSTER-NO 302101	
ENG	94/05/01	250	ROSTER-NO 302112	P
CON	74/04/05	010	ROSTER-NO 302301	
			ROSTER-NO 302[illegible]	

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ORGANIZATION EXHIBIT

I

[illegible]				
BRK	80/03/24	842	ROSTER-NO	303401
SWI	83/07/05	827	ROSTER-NO	303501
ENG	94/05/01	845	ROSTER-NO	304101
CON	80/03/25	856	ROSTER-NO	304301 P
BRK	80/03/24	822	ROSTER-NO	304401
SWI	83/07/05	827	ROSTER-NO	304501
ENG	94/05/01	835	ROSTER-NO	305101 P
CON	80/03/25	640	ROSTER-NO	305301
BRK	80/03/24	805	ROSTER-NO	305401
ENG	94/05/01	840	ROSTER-NO	306101
CON	80/03/25	640	ROSTER-NO	306301
BRK	80/03/24	605	ROSTER-NO	306401
SWI	83/07/05	828	ROSTER-NO	306501
ENG	94/05/01	840	ROSTER-NO	307101
CON	74/04/05	810	ROSTER-NO	307301
CON	74/04/05	806	ROSTER-NO	307302
BRK	71/10/17	640	ROSTER-NO	307401
SWI	71/10/17	605	ROSTER-NO	307501
SWI	71/10/17	610	ROSTER-NO	307502
ENG	94/05/01	825	ROSTER-NO	308101
CON	71/10/11	100	ROSTER-NO	308301
BRK	67/06/08	603	ROSTER-NO	308401
SWI	71/10/17	615	ROSTER-NO	308501 I
SWI	71/10/17	605	ROSTER-NO	308502
SWI	83/07/05	827	ROSTER-NO	308503
CON	80/03/25	640	ROSTER-NO	310301
BRK	80/03/20	605	ROSTER-NO	310401
SWI	83/07/05	828	ROSTER-NO	310501
ENG	94/04/01	815	ROSTER-NO	311101
CON	74/04/05	810	ROSTER-NO	311301
BRK	71/10/17	605	ROSTER-NO	311401
ENG	94/05/01	840	ROSTER-NO	312101
SWI	83/07/05	828	ROSTER-NO	312501
SWI	71/10/17	603	ROSTER-NO	313501
SWI	71/10/17	605	ROSTER-NO	314501
SWI	71/10/17	605	ROSTER-NO	315501
SWI	71/10/17	605	ROSTER-NO	316501
ENG	94/05/01	615	ROSTER-NO	350101 P
ENG	99/01/16	580	ROSTER-NO	351101 P
ENG	99/01/16	448	ROSTER-NO	352101 P
ENG	99/01/16	472	ROSTER-NO	354101 P
ENG	99/01/16	382	ROSTER-NO	355101 P
ENG	99/01/17	382	ROSTER-NO	356101 P
ENG	99/01/16	023	ROSTER-NO	357101 P
ENG	94/05/01	922	ROSTER-NO	358101 P
ENG	99/01/17	362	ROSTER-NO	359101 P

* * * SUBDIVISIONS WORKED IN LAST 12 MONTHS * * *

SUBDIVISION	LAST TRIP WORKED
0030-KC TERMINAL	10/06/00 00:30
0070-SEDALIA	10/06/00 00:30
0080-JEFFERSON CITY	10/06/00 00:30

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 ORK HISTORY - DR SNYDER                  428-80-8080    ACTIVE      REV-06/09/00 10:10 C
STATUS-OK                ASGN-MX125    MSG-'ROY'  'DOCTOR' DPU /2' CALL
URR ASSIGN-MX203  RE36 OWENS   ENG  ST-10/06 00:30-C TISUP-10/06 07:25-C  APHT-N
 IRM ASSIGN-MX125  RE36 KS42   ENG P ASN DATE-05/23/00     C
NJV DT- 06/28/67        HIRE DATE- 06/28/67        BIRTH DATE- 07/13/44
RAILROAD INDICATOR-M          RADIO ID -                          CONDITION -
 OME ADDRESS-9530 E.WINNER RD.APT.48      INDEPENDENCE    MO  64050-1651
 OME PT LOC-
*
                          * * *       ASSIGNMENTS        * * *
 EG ASSIGN-MX125  RE36 KS42 ENG P SL- 0  TEMP ASSIGN-                          SL-
          353101                                    000000
STARTS PER PERIOD-00  COMILS-0600 RDMILS-0000 MILSPD-0000 MILSMO-0000

                              * * * OFF DAYS * * *
PERMANENT OFF DAYS-                          TEMPORARY OFF DAYS-


                              * * * PERSONAL DAYS * * * 2000
 LLOWED-11    CARRIED OVER-00    DENIED-00    PAID-08    CARRIED OVER DAYS PAID-00
 ARRY OVER DAYS EXPIRATION DATE - 03/01
ERSONAL LEAVE SENIORITY DATE - 06/28/67
*
  * * UP PERSONAL DAYS PAID:      DATE          AMOUNT PAID


                              * * * HOLIDAYS * * *     2000
 OLIDAYS PAID-00
*

                              * * * VACATION * * *     2000

                             GROUPING-MX2S3C1   ENG
REVIOUS YEAR QUALIFYING DAYS:  LAID OFF HURT-NA  EXTRA BOARD-NA
 ACATION WEEKS ALLOWED-05 VACATION DAYS PAID-25 VACATION WEEKS SCHEDULED-05
VACATION SENIORITY DATE - 06/28/67
NE 52ND - $1,158.86       FIRST RATE - 1,158.86

INGLE VACATION DAYS TAKEN/PAID-00   SINGLE VACATION DAYS RESERVED-00
*
 CATION SCHEDULED      01/17 - 01/21       03/27 - 04/02       04-24 - 04-30
                       06/26 - 07/02       08/28 - 09/03
*
 CATION PAID                 DATE                    PAID
                       01/17 - 07 DAYS         $1,158.86
                       03/27 - 05 DAYS         $  827.33
                       04/01 - 02 DAYS         $  330.93
                       04/22 - 07 DAYS         $1,158.86
                       06/29 - 02 DAYS         $  330.93
                       07/01 - 05 DAYS         $  827.33
                       08/27 - 05 DAYS         $  827.33
                       09/01 - 02 DAYS         $  330.93
*
URRENT YTD QUALIFYING DAYS:    LAID OFF HURT-NA  EXTRA BOARD-NA


                              * * * PERSONAL DAYS * * * 1999
 LLOWED-11    CARRIED OVER-06    DENIED-00    PAID-08    CARRIED OVER DAYS PAID-02
 ERSONAL LEAVE SENIORITY DATE - 06/29/67
*
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01/02/99	$ 145.39
01/03/99	$ 145.39
05/03/99	$ 145.39
05/27/99	$ 145.39
05/28/99	$ 145.39
06/04/99	$ 145.39
06/05/99	$ 145.39
09/22/99	$ 150.63
09/23/99	$ 150.63
09/24/99	$ 150.63

*

* * * HOLIDAYS * * * 1999

HOLIDAYS PAID-00

*

* * * VACATION * * * 1999

*

GROUPING-NX88311 ENG

VACATION WEEKS ALLOWED-20 VACATION DAYS PAID-48 VACATION WEEKS SCHEDULED-06

VACATION SENIORITY DATE - 06/29/67

YTD EARN - $1,868.62 FIRST RATE - 1,868.62

SINGLE VACATION DAYS TAKEN/PAID-00 SINGLE VACATION DAYS RESERVED-00

*

VACATION SCHEDULED 03/01 - 03/07 04/18 - 05/02 09/13 - 09/17

11/29 - 12/05

*

VACATION PAID	DATE	PAID
	03/01 - 07 DAYS	$1,868.62
	04/10 - 06 DAYS	$1,087.39
	04/16 - 15 DAYS	$2,718.47
	09/13 - 03 DAYS	$ 543.69
	09/16 - 04 DAYS	$ 724.93
	12/01 - 07 DAYS	$1,868.62

* * * TELEPHONES * * *

HOME PHONES- 573-474-3627 DIS-N- 573-443-9866 DIS-N-B DIS- -

WAT PHONES- M1090 816-854-7836 DIS-N- MX863 573-443-9866 DIS-N-B

*

* * * * SPECIAL CONDITIONS * * *

10 QUALIFIED DPL

20 SWI QUALIFIED AS HOSTLER

*

* * * SENIORITY ROSTERS * * *

PRIM QUAL	DATE	SEQ	ROSTER	PROT	PR	STAMP	ADDITIONAL QUALIFICATIONS
ENG	05 01 94	084	353101	N	P		PLE
ENG	05 01 94	009	300101	Y	J		
CON	04 05 74	266	300301	Y	B		
BRK	06 29 67	266	300401	Y	B		
BRK	06 29 67	005	300402	Y	B		
SWI	10 17 71	184	300501	Y	B		
ENG	05 01 94	043	301101	Y	J		
CON	04 05 74	010	301301	Y	B		
BRK	10 17 71	490	301401	Y	B		
SWI	10 17 71	005	301501	Y	B		
ENG	05 01 94	040	302101	Y	J		

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CON	04	05	74	010	302301	Y	6	
BRK	10	17	71	405	302401	Y	6	
ENG	05	01	94	03[illegible]	303101	Y	C	
CON	03	25	80	640	303301	Y	8	
BRK	03	24	80	242	303401	Y	8	
SWI	07	05	83	020	303501	Y	8	
ENG	05	01	94	040	304101	Y	C	
CON	03	25	80	256	304301	Y	8	PLT
BRK	03	24	80	322	304401	Y	8	
SWI	07	05	83	027	304501	Y	8	
ENG	05	01	94	035	305101	Y	C	PLE
CON	03	25	80	640	305301	Y	8	
BRK	03	24	80	605	305401	Y	8	
ENG	05	01	94	040	306101	Y	C	
CON	03	25	80	640	306301	Y	8	
BRK	03	24	80	605	306401	Y	8	
SWI	07	05	83	028	306501	Y	8	
ENG	05	01	94	040	307101	Y	C	
CON	04	05	74	010	307301	Y	6	
CON	04	05	74	003	307302	Y	6	
BRK	10	17	71	605	307401	Y	6	
SWI	10	17	71	605	307501	Y	6	
SWI	10	17	71	610	307502	Y	6	
ENG	05	01	94	025	308101	Y	C	
CON	10	16	71	100	308301	Y	8	
BRK	06	28	67	005	308401	Y	8	
SWI	10	17	71	615	308501	Y	8	+OP
SWI	10	17	71	605	308502	Y	8	
SWI	07	05	83	027	309501	Y	8	
CON	06	23	92	640	310301	Y	8	
BRK	03	23	92	605	310401	Y	8	
SWI	03	23	92	625	310501	Y	8	
ENG	04	01	94	015	311101	Y	C	
CON	04	05	74	010	311301	Y	6	
BRK	10	17	71	605	311401	Y	6	
ENG	05	01	94	040	312101	Y	C	
SWI	07	05	83	028	312501	Y	8	
SWI	10	17	71	605	313501	Y		
SWI	10	17	71	605	314501	Y	8	
SWI	10	17	71	605	!315501	Y	8	
SWI	10	17	71	605	316501	Y	8	
ENG	05	01	94	615	350101	N	8	PLE
ENG	01	16	99	333	351101	N	8	PLE
ENG	01	16	99	448	352101	N	8	PLE
ENG	01	16	99	472	354101	N	8	PLE
ENG	01	16	99	382	355101	N	8	PLE
ENG	01	17	99	382	356101	N	8	PLE
ENG	01	16	99	023	357101	N	8	PLE
ENG	05	01	94	022	358101	N	8	PLE
ENG	01	17	99	382	359101	N	8	PLE

*

* * * CUTOFF LISTING * * *

LOCATION BOARD

EOM

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PERSONAL STATUS INQUIRY 10/07/00 12:56:0

NAME	SSN	LOC	BRD	J/C	POS	A/E	QUAL
* SNYDER	-	MKIES	RES6	MS40	ENG		IOP

ASSIGNMENT SEN:
ENG 94/05/01 084 ROSTER-NO 353101 P

STATUS: OK

RESTED TIME: 10/06 1585

PERSONAL DAYS: ALLOWED- 11 PAID- 00 CARRIED- 00 DENIED- 00 CARRIED PAID- 00
HOLIDAYS PAID- 00

* * * SCHEDULED VACATION * * * 2000

VACATION WEEKS ALLOWED-05

01/17 - 01/23 03/27 - 04/02 04/24 - 04/30
06/26 - 07/02 08/28 - 09/03

VACATION PAID	DATE	PAID
	01/17 - 07 DAYS	$ ----.--
	03/27 - 05 DAYS	$ ----.--
	04/01 - 02 DAYS	$ ----.--
	04/26 - 07 DAYS	$ ----.--
	06/29 - 02 DAYS	$ ----.--
	07/01 - 05 DAYS	$ ----.--
	08/07 - 05 DAYS	$ ----.--
	09/01 - 02 DAYS	$ ----.--

* * * EXTRA BOARD AVAILABLE DAYS NOT WORKED * * *

* * * LAID OFF HURT DAYS * * *

NEW COUNTY MILES- 0000
MESS OUT: 00
C/O MOS: LIVES AT MC & JEFF
YS MOS:

* * * CERTIFICATION DATA * * *

CERTIFIED (Y/N): Y CERTIFIED DATE: 05 10 99 EXP DATE: 07 10 00
CLASS OF SERVICE: 1 (1-ENGINEER, 2-SERVICING ENGINEER, 3-STUDENT ENGINEER)
(4-STUDENT ENG-QUALIFIED LSE, 5-STUDENT LSE)

* * * SENIORITY * * *

ENG 94/05/01 084 ROSTER-NO 353101 P
ENG 94/05/01 009 ROSTER-NO 300101
CON 74/04/05 266 ROSTER-NO 300201
BRK 67/06/28 266 ROSTER-NO 300401
SWI 71/10/17 184 ROSTER-NO 300501
ENG 94/05/01 040 ROSTER-NO 301101
CON 74/04/05 010 ROSTER-NO 301301
BRK 71/10/17 490 ROSTER-NO 301401
SWI 71/10/17 605 ROSTER-NO 301501
ENG 94/05/01 040 ROSTER-NO 302101
ENG 94/05/01 250 ROSTER-NO 302112 P
CON 74/04/05 010 ROSTER-NO 302301
BRK 71/10/17 400 ROSTER-NO 302401
ENG 94/05/01 085 ROSTER-NO 303101
CON 74/10/25 440 ROSTER-NO 303201
[illegible]

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CON 80/03/25 656 ROSTER-NO 304301                    P
BRK 80/03/24 3?? ROSTER-NO 304401
SWI 83/07/05 0( ROSTER-NO 304501
ENG 94/05/01 035 ROSTER-NO 305101                    P
CON 80/03/25 640 ROSTER-NO 305301
BRK 80/03/24 605 ROSTER-NO 305401
ENG 94/05/01 040 ROSTER-NO 306101
CON 80/03/25 640 ROSTER-NO 306301
BRK 80/03/24 605 ROSTER-NO 306401
SWI 83/07/05 029 ROSTER-NO 306501
ENG 94/05/01 040 ROSTER-NO 307101
CON 74/04/05 010 ROSTER-NO 307301
CON 74/04/05 003 ROSTER-NO 307302
BRK 71/10/17 600 ROSTER-NO 307401
SWI 71/10/17 605 ROSTER-NO 307501
SWI 71/10/17 610 ROSTER-NO 307502
ENG 94/05/01 035 ROSTER-NO 308101
CON 71/10/16 100 ROSTER-NO 308301
BRK 67/06/28 005 ROSTER-NO 308401
SWI 71/10/17 615 ROSTER-NO 308501                    P
SWI 71/10/17 605 ROSTER-NO 308502
SWI 83/07/05 027 ROSTER-NO 309501
CON 92/03/23 640 ROSTER-NO 310301
BRK 92/03/20 605 ROSTER-NO 310401
SWI 92/03/23 605 ROSTER-NO 310501
ENG 94/04/01 015 ROSTER-NO 311101
CON 74/04/05 010 ROSTER-NO 311301
BRK 71/10/17 605 ROSTER-NO 311401
ENG 94/05/01 040 ROSTER-NO 312101
SWI 83/07/05 029 ROSTER-NO 312501
SWI 71/10/17 605 ROSTER-NO 312601
SWI 71/10/17 605 ROSTER-NO 314501
SWI 71/10/17 605 ROSTER-NO 315501
SWI 71/10/17 605 ROSTER-NO 316501
ENG 94/05/01 615 ROSTER-NO 350101                    P
ENG 99/01/16 383 ROSTER-NO 351101                    P
ENG 99/01/16 448 ROSTER-NO 352101                    P
ENG 99/01/16 472 ROSTER-NO 354101                    P
ENG 99/01/16 382 ROSTER-NO 355101                    P
ENG 99/01/17 382 ROSTER-NO 356101                    P
ENG 99/01/16 023 ROSTER-NO 357101                    P
ENG 94/05/01 022 ROSTER-NO 358101                    P
ENG 99/01/17 382 ROSTER-NO 359101                    P

* * * SUBDIVISIONS WORKED IN LAST 12 MONTHS * * *
    SUBDIVISION                  LAST TRIP WORKED
8050-KC TERMINAL              10/06/00 00:30
0070-SEDALIA                  10/06/00 00:30
0065-JEFFERSON CITY           10/06/00 00:30
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 ORK HISTORY - DP SNYDER\              428-88-2388    ACTIVE      REV-06/09/00 10:12 C
STATUS-OK                  ASGN-MX125    MSG-'ROY' 'DOCTOR' DPU /2' CALL
'URR ASSIGN-MX283   RE36 CNEMS   ENG   ST-10/06 00:30-C TIEUP-10/06 07:35-C   AFHT-N
 ERM ASSIGN-MX125   RE36 KS42    ENG P ASN DATE-05/23/00     C
                              **************************
                              *       WORK HISTORY     *
                              **************************
   /    ST 07/05/00 21:54 EFF-                -C DH-N OLD-OK NEW-OK MANUAL
   /    ST 09/01/00 17:23 EFF-                -C DH-N OLD-OK NEW-OK MANUAL
   /    ST 09/04/00 03:16 EFF-                -C DH-N OLD-OK NEW-OK MANUAL
 6/27   SN 06/27/00 14:37 NOTF-06/27 14:36-C PH-816-854-7236 VACANCY STEP-00
                                                        *HOG CREW* REGMAN-428882388
        CM 06/27/00 14:37 TC...DH/CS TO 6191 TO GET TRAIN....RDW
        CM 06/27/00 14:37 REGREW REASON: MC
        MC 06/27/00 14:38 JOBID: S/CNA8W   /22     ROSTER NO OF POSITION-3331101
        CT 06/27/00 14:40 LIMO SYSTEM CONTROL NUMBER: 00016804
        CM 06/28/00 00:15 SWAPPED
        SA 06/28/00 00:15 MX283   RE36 CNA8W   ENG    STARTS AT:          06/27 15:05-C
                                  NOTF-06/28 00:14-C PH-816-854-7236
                                                  DH-N ST-OK STARTS:
        CM 06/28/00 00:16 ANNULMENT CODE: DU   REASON: SWAPPED        MC
06/27   IN 06/28/00 00:16 NOTF-06/28 00:17-C PH-816-854-7236 VACANCY STEP-00
                                                                  REGMAN-428882388
        AR 06/28/00 00:16 MX283   RE36 CEYMS   ENG      START AT-MX283   06/27 15:35-C
                                  CREW REQ: F ACTUAL: F ST-OK
        CM 06/28/00 00:16 SWAPPED
        MC 06/28/00 00:17 JOBID: S/CEYMS   /22     ROSTER NO OF POSITION-3331101
        TU 06/28/00 00:35 RLS-06/28 00:35-C   TAT-06/28 00:35-C
                          TIEUP AT-MX125       AFHT-
                          DH-N REST-8   ASSET-00000   REST-   SHAT-N
                          T/U MLS-0162 CC MLS-03282
        CM 06/28/00 00:35 RLV- 06/28 00:55-C
        CM 06/28/00 00:55 SYSTEM MSG: JOB TIE-UP REPORTED T-RL =TE.
        CM 06/28/00 00:55 INITIAL TERMINAL DEPARTURE TIME - 06/27 18:40
        CM 06/28/00 00:55 HIGHEST GENERAL ORDER IN SERVICE UNIT:  000000004
      *DU 06/28/00 00:57 ORG-MX283  DES-MX125  QLF-W SERVICE-2 SLIP#-**** H440415
                          RECEIVED DATE- 06/28/00
                          SHORT CREW-Y  $014. 94
                          TOTAL PAY FOR THIS TRIP: $   241.09
      *EN 06/28/00 00:57 UP  006757 SP  000175 SP  000371
        CM 06/28/00 00:57 CLAIMED: 902-Y    926-Y    IE -0050
        CM 06/28/00 00:57 FRA DATA ENG 2CEYMS  22 MX283  06271635 MX125  06280055
                          MX125  06280055
        CM 06/28/00 00:57 TROD: 0800
        CM 06/28/00 00:57 USERID: OTET316  LATA: H440415  TASKID: AF
        CM 06/28/00 00:57 UNDISTURBED REST: OFF
      *TK 06/28/00 00:57 SLIP-06/27/00   TIME ON DUTY-08:20 STRTIM-08:20 KOT-1
                          MLS PD NR-000 DC-01 ALW-902 $12.00  WEIGHT-1245000
                          STR MILES-162 $  197.37 OVERTIME- 00:00 $      .00
                          DISTRIBUTION-000 PAY CD-17- TRIP CREDITS-0  FUND PLUS?-N
                          CONSTRUCTIVE ALLOWANCES:
                          TIME: 12-00:50 $   11.78
      *TK 06/28/00 00:57 ALW-926 $ 95.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
      *CM 06/28/00 00:57 USERID: OTET316
        CE 06/28/00 00:57 OLD REST TIME- 00/06/28 08:55-C              LATA-   00000
                          NEW REST TIME- 00/06/28 08:55-C
      *DU 07/06/00 08:31 ORG-MX283  DES-MX125  QLF-W SERVICE-2 SLIP#-      HB91395
                          SHORT CREW-Y  $014. 94
                          TOTAL PAY FOR THIS TRIP: $   241.09
      *EN 07/06/00 08:31 UP  006757 SP  000175 SP  000371
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                                MLS PD NR-000 OC-01 ALW-902 $12.00  WEIGHT-1345000
                                STR MILES-162 $  197.37 OVERTIME- 00:00 $      .00
                                DISTRIBUTION-000 PAY CD-174  TRIP CREDITS-0  FUND PLUS?-N
                                CONSTRUCTIVE ALLOWANCES:
                                TIME: I2-00:50 $   11.78
      *TX 07/06/00 08:31 ALW-926 $ 05.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
      *CM 07/06/00 08:31 USERID: OCMS032
       DU 07/06/00 08:32 ORG-MX283  DES-MX125  QLF-W SERVICE-2 SLIP#-      HB91395
                                SHORT CREW-Y  $014. 94
                                TOTAL PAY FOR THIS TRIP: $   241.09
       EN 07/06/00 08:32 UP  000757 SP  000175 SP  000371
       TR 07/06/00 08:32 SLIP-06/27/00   TIME ON DUTY-08:20 STRTIM-08:20 ADT-1
                                MLS PD NR-000 OC-01 ALW-902 $12.00  WEIGHT-1345000
                                STR MILES-162 $  197.37 OVERTIME- 00:00 $      .00
                                DISTRIBUTION-000 PAY CD-174 TRIP CREDITS-0  FUND PLUS?-N
                                CONSTRUCTIVE ALLOWANCES:
                                TIME: I2-00:50 $   11.78
       TX 07/06/00 08:36 ALW-926 $ 05.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
       CM 07/06/00 08:32 USERID: OCMS032
 6/29  DU 06/29/00 17:45 ORG-MX125  DES-MX283  QLF-J SERVICE-2 SLIP#-      HB91414
                                TOTAL PAY FOR THIS CLAIM:$   304.98
       CL 06/29/00 17:45 SLIP-06/29/00  OCCUPATION-01       TRIP CREDITS-00
                                ALW-     $ 00.00  DISTRIBUTION-000  PAY CD-000 VACDAYS-00
                                CONSTRUCTIVE ALLOWANCE CODE - V1
                                UNITS-000  TIME-00:00  $   320.98
                                STAT MILES: 0000      TRAIN ID:  /CNTNA  /E9
 6/29  DU 07/18/00 13:01 ORG-MX125  DES-MX283  QLF-J SER TYP-2 SLIP#-      HB91538
                                TOTAL PAY FOR THIS CLAIM:$   523.75
       CL 07/18/00 13:01 SLIP-06/29/00  OCCUPATION-01       TRIP CREDITS-00
                                ALW-     $ 00.00  DISTRIBUTION-000  PAY CD-000 VACDAYS-00
                                CONSTRUCTIVE ALLOWANCE CODE - S2
                                UNITS-000  TIME-04:00  $   523.75
                                STAT MILES: 0000      TRAIN ID:  /CNTNA  /E9
       CM 07/18/00 13:01 FIELD MUST BE NUMERIC
       CM 07/18/00 13:01 USERID: OCMS025
 6/29  SN 06/29/00 04:01 NOTF-06/29 04:01-C PH-573-474-0627 VACANCY STEP-00
                                                          REGMAN-4258822368
       NR 06/29/00 04:01 MX125  RE36 CNTNA  ENG     START AT-MX125  06/29 2e:00-C
                         !      CREW REQ: R ACTUAL: R ST-OK
       CM 06/29/00 04:01 TOOK CALL....KLR
       WC 06/29/00 04:02 JOBID:  /CNTNA  /20    ROSTER NO OF POSITION-3S3191
                                HELD AWAY TIME- 13:05
       TU 06/29/00 17:20 RLS-06/29 17:30-C  TAT-06/29 1e:00-C
                                TIEUP AT-MX283      AFHT-MX283  RE36
                                DH-N REST-8  XREST-00000 RET-  SHRT-N
                                T/U MLS-0162 OC MLS-03444
       CM 06/29/00 17:23 RLV- 06/29 17:30-C
       CM 06/29/00 17:23 INITIAL TERMINAL DEPARTURE TIME - 06/29 06:05
       CM 06/29/00 17:23 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
       CM 06/29/00 17:23 HIGHEST GENERAL ORDER IN SERVICE UNIT:  00000004
       CM 06/29/00 17:23       =TE AFHT MX283 USE EMPLOYEES PGP AFHT NUMBERS
       CM 07/06/00 05:32 HOSV FTU- 06/29 17:30-C     TAT- 06/29 17:32-C
       CM 07/06/00 05:32 HOSV INITIAL TERMINAL DEPARTURE TIME - 06/29 06:01
       CM 07/06/00 05:32 HOSV HRS OF SVC CMNT:     ---
       CM 07/06/00 05:32 HOSV USERID:  OTET316
       CM 07/06/00 05:32 HOSV RLV- 06/29 17:30-C
      *DU 07/06/00 05:34 ORG-MX125  DES-MX283  QLF-J SERVICE-2 SLIP#-***** HB91989
                                RECEIVED DATE- 07/06/00
                                SHORT CREW-Y  $014. 94
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      *EN 07/06/00 05:34 UP  006686 SP  000310
       CM 07/06/00 05:34 CLAIMED: 926-Y     HS -1345 FS -0030
       IM 07/06/00 05:34 F   DATA ENG  CNTNA  60 MX125  06299620 MX283  06291730
                         MX283  06291730
       CM 07/06/00 05:34 TTOD: 1130
      *TK 07/06/00 05:34 SLIP-06/29/00    TIME ON DUTY-11:30 STRTIM-09:58 KOT-1
                         MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-00300000
                         STR MILES-162 $  197.37 OVERTIME- 01:32 $    45.82
                         DISTRIBUTION-000 PAY CD-166 TRIP CREDITS-0  FUND PLUG?-N
                         CONSTRUCTIVE ALLOWANCES:
                         TIME: HS-??:?? REVIEW    FS-00:30  REVIEW
      *TX 07/06/00 05:34 ALW-     $ 00.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
      *CM 07/06/00 05:34 USERID: OTET316
       DU 07/14/00 08:39 ORG-MX125  DES-MX283  GLF-J SERVICE-2 SLIP#-XX    HE91395
                         RECEIVED DATE- 07/14/00
                         SHORT CREW-Y  $014.94
                         TOTAL PAY FOR THIS TRIP: $    523.79
       EN 07/14/00 08:39 UP  006686 SP  000310
       TK 07/14/00 08:39 SLIP-06/29/00    TIME ON DUTY-11:30 STRTIM-09:58 KOT-1
                         MLS PD NR-000 OC-01 ALW-     $00.00  WEIGHT-00300000
                         STR MILES-162 $  197.37 OVERTIME- 01:32 $    45.82
                         DISTRIBUTION-000 PAY CD-166 TRIP CREDITS-0  FUND PLUG?-N
                         CONSTRUCTIVE ALLOWANCES:
                         TIME: HS-13:45 $  523.79
       TX 07/14/00 08:39 ALW-926 $ 05.00 DOUBLE LOCAL PAY-000.00 CABOOSE-$--.--
       CM 07/14/00 08:39 USERID: DCMS43E
       DK 07/14/00 08:40 DECLINATION NUMBER- AL 0629-007   SLIP DATE-06/29/00
                         CHAIRMAN ID- 40101
                         DECLINED:       FS- 00:30       REASON CODE-XN
 6/29 ST 06/29/00 17:45 EFF-06/29 17:45-C DH-N OLD-OK NEW-LV *ANUAL      TC-09
       ST 06/29/00 17:45 EFF-07/06 00:00-C DH-N PENDED STATUS EV INPUT
       IM 06/29/00 17:45 USERID: DCMS43E  LATA: +291+14  TASKID: TM
       V1 06/29/00 17:45 07 VACATION DAYS TAKEN FROM 06/29/00 TO 07/06/00
06/30 NU 06/30/00 14:56 MX283  RE36 CATWL  ENG      START AT-MX283  06/30 16:45-C
                         CBR: 00 0000 00  DH-N ST-RC                VAC-487548454
 7/01 DU 06/29/00 17:45 ORG-MX125  DES-MX283  GLF-J SERVICE-2 SLIP#-      HE91414
                         TOTAL PAY FOR THIS CLAIM:$    827.33
       CL 06/29/00 17:45 SLIP-07/01/00  OCCUPATION-01       TRIP CREDITS-00
                         ALW-     $ 00.00  DISTRIBUTION-000  PAY CD-000 VACDAYS-05
                         CONSTRUCTIVE ALLOWANCE CODE - V1
                         UNITS-000  TIME-00:00  $    827.33
                         STAT MILES: 0000      TRAIN ID:  /CNTNA  /20
 7/01 CA 07/01/00 00:02 STARTS-00                                  E000000
                         CCMILS-0000 RDMILS-0000 MILSPD-0000 MILSMO-0000
07/01 NS 07/01/00 12:07 MX283  RE36 QNPAS  ENG      START AT-MX283  07/01 14:05-C
                         CBR: 00 0000 00  DH-N ST-LV                VAC-509849327
 7/01 NS 07/01/00 21:55 MX125  RE36 DH07   ENG      START AT-       07/01 14:05-C
                         CBR: 00 0000 00  DH-N ST-LV                VAC-509849327
^7/02 NS 07/02/00 19:52 MX125  RE36 CBWNA  ENG      START AT-MX125  07/02 21:30-C
                         CBR: 00 0000 00  DH-N ST-LV                VAC-509849327
v7/02 NS 07/02/00 22:48 MX125  RE36 CTVBT  ENG      START AT-MX125  07/02 21:30-C
                         CBR: 00 0000 00  DH-N ST-LV                VAC-509849327
 7/03 NS 07/03/00 11:55 MX283  RE36 MRCAB  ENG      START AT-MX283  07/03 13:55-C
                         CBR: 00 0000 00  DH-N ST-LV                VAC-487548454
07/03 NS 07/04/00 08:15 MX125  RE36 DH01   ENG      START AT-       07/03 13:55-C
                         CBR: 00 0000 00  DH-N ST-LV                VAC--3754845+
 7/05 NS 07/05/00 14:39 MX125  RE36 ZMNSE  ENG      START AT-MX125  07/05 16:30-C
                         CBR: 00 0000 00  DH-N ST-LV                VAC-487548454
07/05 NS 07/05/00 20:46 MX125  RE36 DH79   ENG      START AT-MX125  07/05 16:30-C
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07/05 ST 07/05/00 21:50 OFF-07/06 00:00-C DH-N PENDED STATUS EV DELETED
      CM 07/05/00 21:50 USERID: OCMS612  LATA: H291414  TASKID: PH
 7/05 ST 07/05/00 21:51 O  -07/05 21:51-C DH-N OLD-L  EN-OK MANUAL
      CM 07/05/00 21:51 USERID: OCMS612  LATA: H291414  TASKID: PH
07/05 CM 07/05/00 21:52 USERID:  OCMS612
      CP 07/05/00 21:52 H1==> 573-474-0627N   H2=> 573-443-9266NB          H391414
      CP 07/05/00 21:52 A1==> 816-254-7236N -MX283   A2=> 573-443-9266NB-MX283
      CM 07/05/00 21:52 NEW MSG-'RGY' 'DOCTOR' DFU /2' CALL                H391414
      CP 07/05/00 21:52 NO AFHT PHONES
 7/06 SN 07/06/00 03:33 NOTF-07/06 03:32-C PH-816-254-7236 VACANCY STEP-00
                                                          REGMAN-4288882388
      WR 07/06/00 03:33 MX283  RE36 CNABW  ENG     START AT-MX283  07/06 05:30-C
                        CREW REQ: R ACTUAL: R ST-OK
      CM 07/06/00 03:33 TC.........RDW
      WC 07/06/00 03:34 JOBID:  /CNABW  /04    ROSTER NO OF POSITION-353101
      TU 07/06/00 16:09 RLS-07/06 16:10-C  TAT-07/06 14:30-C
                        TIEUP AT-MX125     AFHT-
                        DH-N REST-8  XREST-00000 RET-  SHRT-N
                        T/U MLS-0162 CC MLS-00162
      CM 07/06/00 16:09 RLV- 07/06 16:10-C
      CM 07/06/00 16:09 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
      CM 07/06/00 16:09 INITIAL TERMINAL DEPARTURE TIME - 07/06 07:40
      CM 07/06/00 16:09 HIGHEST GENERAL ORDER IN SERVICE UNIT:  00000004
      DU 07/06/00 16:11 ORG-MX283  DES-MX125  SLP-W SERVICE-E SLIP#-----  ----415
                        RECEIVED DATE- 07/06/00
                        SHORT CREW-Y  $415.05
                        TOTAL PAY FOR THIS TRIP: $   333.30
      EN 07/06/00 16:11 JP  0003255 UP  0000081 JP  0000000
      CM 07/06/00 16:11 CLAIMED: 900-Y    926-Y    IB -0055 FB -0040
      CM 07/06/00 16:11 PRA DATA ENG  CNABW  04 MX283  07060530 MX125  07061610
                        MX125  07061610
      CM 07/06/00 16:11 TTCS: 1040
      CM 07/06/00 16:11 USERID: OTET316  LATA: H440415  TASKID: AF
      TW 07/06/00 16:11 UNSCHEDULED REST: OFF
      TU 07/06/00 16:11 SLIP-07/06/00   TIME ON DUTY-10:40 STRTIM-09:30 KCT-1
                        MLS FD NR-000 OD-01 ALW-900 $18.30  WEIGHT-1E45000
                        STR MILES-162 $  196.86 OVERTIME- 00:42 REVIEW
                        DISTRIBUTION-000 PAY CD-174 TRIP CREDITS-0  FUND PLUS?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: 13-00:55 $   12.76 FB-00:40 $     9.40
      TX 07/06/00 16:11 ALW-926 $ 05.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
      CM 07/06/00 16:11 USERID: OTET316
      DE 07/06/00 16:11 OLD REST TIME- 00/07/07 00:10-C              LATA- 0440E
                        NEW REST TIME- 00/07/07 00:10-C
07/08 SN 07/07/00 23:06 NOTF-07/07 23:02-C PH-573-474-0627 VACANCY STEP-00
                                                          REGMAN-4288822388
      WR 07/07/00 23:06 MX125  RE36 CCSCV  ENG     START AT-MX125  07/08 01:00-C
                        CREW REQ: R ACTUAL: R ST-OK
      CM 07/07/00 23:06 TC.........KAC
      WC 07/07/00 23:07 JOBID:  /CCSCV  /07    ROSTER NO OF POSITION-353101
                        HELD AWAY TIME- 16:50
      TU 07/08/00 07:35 RLS-07/08 07:35-C  TAT-07/08 05:45-C
                        TIEUP AT-MX283     AFHT-MX283  RE36
                        DH-N REST-8  XREST-00000 RET-  SHRT-N
                        T/U MLS-0162 CC MLS-00324
      CM 07/08/00 07:35 RLV- 07/08 07:35-C
      CM 07/08/00 07:35 INITIAL TERMINAL DEPARTURE TIME - 07/08 01:25
      CM 07/08/00 07:35 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
      CM 07/08/00 07:35 HIGHEST GENERAL ORDER IN SERVICE UNIT:  00000005
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*DU 07/08/00 07:37 ORG-MX185  DES-MX283  QLF-J SERVICE-2 SLIP#-**** H991959
                   RECEIVED DATE- 07/08/00
                   SHORT CREW-Y   $015. 05
                   TOTAL PAY FOR THIS TRIP: $    230.69
*EN 07/08/00 07:37 UP  006558 UP  008250 UP  006423
 CM 07/08/00 07:37 CLAIMED: 926-Y     HS -1650 FB -0050
 CM 07/08/00 07:37 FRA DATA ENG  CCSCV  97 MX185  97080100 MX283  97080735
                   MX283  97080735
 CM 07/08/00 07:37 TTOD: 0635
 CM 07/08/00 07:37 USERID: OTET316  LATA: H991959  TASKID: AF
 CM 07/09/00 07:37 UNDISTURBED REST: OFF
*TK 07/08/00 07:37 SLIP-07/08/00   TIME ON DUTY-06:35 STRTIM-06:35 KDT-1
                   MLG PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-1245000
                   STR MILES-162 $  198.86 OVERTIME- 00:00 $      .00
                   DISTRIBUTION-000 PAY CD-174 TRIP CREDITS-0  FUND PLUG?-N
                   CONSTRUCTIVE ALLOWANCES:
                   TIME: HS-??:??  REVIEW   FB-00:50 $   11.78
+TK 07/08/00 07:37 ALW-     $ 00.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
+CM 07/08/00 07:37 USERID: OTET316
 CE 07/08/00 07:37 OLD REST TIME- 00/07/08 15:35-C              LATA-   000.00
                   NEW REST TIME- 00/07/08 15:35-C
 CY 07/08/00 07:38 TIE-UP ARBITRARIES/ALLOWANCES SUPPORTING COMMENTS:
   COMMENTS:YARDED TRAIN AT TERMINAL JCT.
 DU 07/11/00 13:34 ORG-MX185  DES-MX283  QLF-J SERVICE-2 SLIP#-      HE91395
                   SHORT CREW-Y   $015. 05
                   TOTAL PAY FOR THIS TRIP: $    568.57
 EN 07/11/00 13:34 UP  006558 UP  008250 UP  006423
 TK 07/11/00 13:34 SLIP-07/08/00   TIME ON DUTY-06:35 STRTIM-06:35 KDT-1
                   MLG PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-1245000
                   STR MILES-162 $  198.86 OVERTIME- 00:00 $      .00
                   DISTRIBUTION-000 PAY CD-174 TRIP CREDITS-0  FUND PLUG?-N
                   CONSTRUCTIVE ALLOWANCES:
                   TIME: HS-16:50 $  337.90 FB-00:50 $   11.78
 TK 07/11/00 13:34 ALW-     $ 00.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
 CM 07/11/00 13:34 USERID: OCM6082
/09 SN 07/09/00 00:17 NOTF-07/09 00:16-C PH-816-254-7836 VACANCY STEP-00
                                                    REGMAN-4258882888
 WR 07/09/00 00:17 MX283  REG6 CBTDY  ENG     START AT-MX283  07/09 02:00-C
                   CREW REQ: R ACTUAL: R ST-OK
 CM 07/09/00 00:17 TOOK CALL...KLR
 WC 07/09/00 00:18 JOBID:  /CBTDY  /07    ROSTER NO OF POSITION-358101
 TU 07/09/00 12:22 RLS-07/09 12:25-C  TAT-07/09 11:00-C
                   TIEUP AT-MX185      AFAT-
                   DH-N REST-8  XREST-00000 RET-  SHRT-N
                   T/U MLS-0162 CC MMS-00486
 CM 07/09/00 12:22 RLV- 07/09 12:25-C
 CM 07/09/00 12:22 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
 CM 07/09/00 12:22 INITIAL TERMINAL DEPARTURE TIME - 07/09 03:45
 CM 07/09/00 12:22 HIGHEST GENERAL ORDER IN SERVICE UNIT:  00000005
*DU 07/09/00 13:24 ORG-MX283  DES-MX185  QLF-W SERVICE-2 SLIP#-**** H440415
                   RECEIVED DATE- 07/09/00
                   SHORT CREW-Y   $015. 05
                   TOTAL PAY FOR THIS TRIP: $    244.46
*EN 07/09/00 12:24 UP  008300 SP  000354
 CM 07/09/00 13:34 CLAIMED: 902-Y     926-Y     IS -0020 FB -0025
*TK 07/09/00 12:24 SLIP-07/09/00   TIME ON DUTY-10:25 STRTIM-09:58 KDT-1
                   MLG PD NR-000 OC-01 ALW-902 $12.00  WEIGHT-0830000
                   STR MILES-162 $  198.86 OVERTIME- 00:27 $    13.55
                   DISTRIBUTION-000 PAY CD-166 TRIP CREDITS-0  FUND PLUG?-N
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                              TIME: 16-00:30  REVISN    FIRST:    REVISN
      *TX 07/09/00 12:24 ALW-926 $ 45.00 DOUBLE LOCAL PAY-S--- -- CASOCSE-$---.--
      *CM 07/09/00 12:24 (   RIC: OTET316
       CM 07/09/00 12:25 FRA DATA ENG  CBTOY  07 MX283  07090600 MX125  07091225
                         MX125  07091225
       CM 07/09/00 12:25 TTOD: 1025
       CM 07/09/00 12:25 USERID: OTET316  LATA: H440415  TASKID: AF
       CM 07/09/00 12:25 UNDISTURBED REST: OFF
       CE 07/09/00 12:25 OLD REST TIME- 00/07/09 20:25-C              LATA-  00000
                         NEW REST TIME- 00/07/09 20:25-C
       CU 07/13/00 09:51 ORG-MX283  DES-MX125  OLF-O SERVICE-2 SLIP#-      HE91395
                         SHORT CREW-Y  $015. 05
                         TOTAL PAY FOR THIS TRIP: $   256.44
       EN 07/13/00 09:51 UP  008300 SP  000354
       TK 07/13/00 09:51 SLIP-07/09/00   TIME ON DUTY-10:25 STRTIM-10:25 HOT-1
                         MLS PD NR-000 OC-01 ALW-902 $12.00  WEIGHT-0350000
                         STR MILES-170 $  206.43 OVERTIME- 00:00 $      .00
                         DISTRIBUTION-000 PAY CD-166 TRIP CREDITS-0  FUND PLUGI-N
                         CONSTRUCTIVE ALLOWANCES:
                         TIMS: 16-00:30 $    2.00 PD-04:05 $    5.01
       TK 07/13/00 09:51 ALW-926 $ 05.00 DOUBLE LOCAL PAY-S--- -- CASOCSE-$---.--
       CM 07/13/00 09:51 USERID: OCMS032
 7/09  ST 07/09/00 23:59 EFF-07/09 23:59-C DH-N OLD-OK NEW-LP MANUAL      TD-11
       CM 07/09/00 23:59 USERID: OCMS287  LATA: H391414  TASKID: FA
       CM 07/09/00 23:59 CALLED IN LP
 7/09  ST 07/10/00 00:00 EFF-07/09 23:59-C DH-N OLD-LP NEW-OK MANUAL
       CM 07/10/00 00:00 USERID: OCMS348  LATA: H391414  TASKID: FA
       CM 07/10/00 00:00 L/D IN ERROR
 7/10  SN 07/10/00 16:39 NOTF-07/10 16:38-C PH-573-474-0687 VACANCY STEP-00
                                                          PSS/AIR-LOSSSSSSS
       WR 07/10/00 16:39 MX125  RE36 ZMNSE  ENG      START AT-MX125  07/10 16:45-C
                         CREW REQ: R ACTUAL: R ST-OK
       CM 07/10/00 16:39 LADY TOOK CALL.....ZMM
       WC 07/10/00 16:40 JOBID:  /ZMNSE    10     ROSTER NO OF POSITION-25000
                         HELD AWAY TIME- 14:20
       TU 07/11/00 00:30 RLS-07/11 00:20-C  TAT-07/10 23:00-C
                         TIEUP AT-MX283      AFHT-MX283  RE36
                         DH-N REST-8  XREST-00000 RST-  S-RT-N
                         T/U MLS-0162 CC MLS-006408
       CM 07/11/00 00:30 RLV- 07/10 23:15-C
       CM 07/11/00 00:30 INITIAL TERMINAL DEPARTURE TIME - 07/10 19:15
       CM 07/11/00 00:30 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
       CM 07/11/00 00:30 HIGHEST GENERAL ORDER IN SERVICE UNIT:  00000000
       CM 07/11/00 00:30       =TE AFHT MX283 USE EMPLOYEES PGP AFHT NUMBERS
      *DU 07/11/00 00:33 ORG-MX125  DES-MX283  OLF-J SERVICE-2 SLIP#-***** H791988
                         RECEIVED DATE- 07/11/00
                         SHORT CREW-Y  $015. 05
                         TOTAL PAY FOR THIS TRIP: $   225.98
      *EN 07/11/00 00:33 UP  006359 SP  008368 SP  008496
       CM 07/11/00 00:33 CLAIMED: 926-Y     H5 -1420 F3 -0030
       CM 07/11/00 00:33 FRA DATA ENG  ZMNSE  10 MX125  07101845 MX283  07110030
                         MX283  07110030
       CM 07/11/00 00:33 TTOD: 0545
       CM 07/11/00 00:33 USERID: OTET316  LATA: H791988  TASKID: AF
       CM 07/11/00 00:33 UNDISTURBED REST: OFF
      *TK 07/11/00 00:33 SLIP-07/10/00   TIME ON DUTY-05:45 STRTIM-05:45 HOT-1
                         MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-1215000
                         STR MILES-162 $  198.86 OVERTIME- 00:00 $      .00
                         DISTRIBUTION-000 PAY CD-174 TRIP CREDITS-0  FUND PLUGI-N
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                        TIME: H5-??:??  REVIEW    FB-00:30 $     7.07
  *TX 07/11/00 00:33 ALW-     $ 00.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
  *CM 07/11/00 00:33 USERID: OTET316
   CE 07/11/00 00:33 OLD REST TIME- 00/07/11 06:30-C              LATA-  00000
                     NEW REST TIME- 00/07/11 08:30-C
   CY 07/11/00 00:34 TIE-UP ARBITRARIES/ALLOWANCES SUPPORTING COMMENTS:
     COMMENTS:YARDED TRAIN TERMINAL JCT.  TRACK 74
   DU 07/13/00 11:07 ORG-MX125  DES-MX283  QLF-J SERVICE-2 SLIP#-      HE91395
                     SHORT CREW-Y  $015.05
                     TOTAL PAY FOR THIS TRIP: $   513.69
   EN 07/13/00 11:07 UP  000859 SP  000868 SP  000496
   TK 07/13/00 11:07 SLIP-07/10/00   TIME ON DUTY-03:45 STRTIM-03:45 XOT-1
                     MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-1216000
                     STR MILES-162 $  198.86 OVERTIME- 00:00 $      .00
                     DISTRIBUTION-000 PAY CD-174 TRIP CREDITS-0  FUND PLUS?-N
                     CONSTRUCTIVE ALLOWANCES:
                     TIME: H5-14:20 $  287.71 FB-00:30 $     7.07
   TX 07/13/00 11:07 ALW-     $ 00.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
   CM 07/13/00 11:07 USERID: OCM0002
/11 UN 07/11/00 10:58 MX283  RE36 CNAAE  ENG    STARTS AT:          07/11 13:00-C
    %3                  NOTF-07/11 10:57-C PH-816-854-7836 VACANCY STEP-00
                                    DH-N                    REGMAN-4358802366
   UN 07/11/00 10:58 MX283  RE36 CNAAE  ENG    STARTS AT:          07/11 13:00-C
     %L                 NOTF-07/11 10:58-C PH-870-443-7666 VACANCY STEP-00
                                    DH-N                    REGMAN-4378008388
   CM 07/11/00 10:58 NEEDED FOR WORK
   CM 07/11/00 10:58 PAGER FOR WORK
   SN 07/11/00 11:06 NOTF-07/11 11:06-C PH-816-854-7836 VACANCY STEP-00
                                                  REGMAN-4358802366
   WR 07/11/00 11:06 MX283  RE36 CNAAE  ENG      START AT-MX283  07/11 13:00-C
                     CREW REQ: R ACTUAL: R ST-OK
   WC 07/11/00 11:07 JOBID:  /CNAAE  /10     ROSTER NO OF POSITION-8503101
   TU 07/11/00 23:11 RLS-07/11 23:10-C  TAT-07/11 22:20-C
                     TIEUP AT-MX125      AFHT-
                     DH-N REST-8  XREST-00000 AST-  SHRT-N
                     T/U MLS-0162 OC MLS-00010
   CM 07/11/00 23:11 RLV- 07/11 23:10-C
   CM 07/11/00 23:11 SYSTEM MSG: JOB TIE-UP REPORTED THRL =TS.
   CM 07/11/00 23:11 INITIAL TERMINAL DEPARTURE TIME - 07/11 14:40
   CM 07/11/00 23:11 HIGHEST GENERAL ORDER IN SERVICE UNIT:  000000005
  *DU 07/11/00 23:12 ORG-MX283  DES-MX125  QLF-W SERVICE-2 SLIP#-***** H0991419
                     RECEIVED DATE- 07/11/00
                     SHORT CREW-Y  $015.05
                     TOTAL PAY FOR THIS TRIP: $   236.93
  *EN 07/11/00 23:12 UP  000221 SP  000306 UP  000171
   CM 07/11/00 23:12 CLAIMED: 902-Y    926-Y    12 -0025
   CM 07/11/00 23:12 FRA DATA ENG  CNAAE  10 MX283  07111800 MX125  07112310
                     MX125  07112310
   CM 07/11/00 23:12 TTOD: 1010
   CM 07/11/00 23:12 USERID: OTET316  LATA: H0991419  TASKID: AF
   CM 07/11/00 23:12 UNDISTURBED REST: OFF
  *TK 07/11/00 23:13 SLIP-07/11/00   TIME ON DUTY-10:10 STRTIM-09:58 XOT-1
                     MLS PD NR-000 OC-01 ALW-902 $12.00  WEIGHT-1245000
                     STR MILES-162 $  198.86 OVERTIME- 00:12 $     6.02
                     DISTRIBUTION-000 PAY CD-174 TRIP CREDITS-0  FUND PLUS?-N
                     CONSTRUCTIVE ALLOWANCES:
                     TIME: 12-00:25  REVIEW
  *TX 07/11/00 23:12 ALW-926 $ 05.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
  *CM 07/11/00 23:12 USERID: OTET316
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                        NEW REST TIME- 00/07/12 07:10-C
    DU 07/13/00 13:13 ORG-MX283  DES-MX125  DLF-4 SERVICE-2 SLIP#-XX    HE91695
                        RECEIVED DATE- 07/13/00
                        SHORT CREW-Y  $015.  05
                        TOTAL PAY FOR THIS TRIP: $    236.93
    EN 07/13/00 13:13 UP  006221 SP  000306 UP  006171
    DK 07/13/00 13:13 DECLINATION NUMBER- AL 0711-007   SLIP DATE-07/11/00
                        CHAIRMAN ID- 40101
                        DECLINED:       IE- 00:35        REASON CODE-IO
    TK 07/13/00 13:13 SLIP-07/11/00   TIME ON DUTY-10:10 STRTIM-09:38 XDT-1
                        MLS PD NR-000 OC-01 ALW-902 $12.00  WEIGHT-1245000
                        STR MILES-162 $  198.86 OVERTIME- 00:13 $     6.36
                        DISTRIBUTION-000 PAY CD-174 TRIP CREDITS-0  FUND PLUG?-N
    TX 07/13/00 13:13 ALW-926 $ 05.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
    CM 07/13/00 13:13 USERID: OCMS032
 7/13 SN 07/13/00 07:37 NOTF-07/13 07:56-C PH-573-474-4627 VACANCY STEP-00
                                                          REGMAN-4338682366
    WR 07/13/00 07:37 MX125  RE36 CWLCD  ENG      START AT-MX125  07/13 09:45-C
                        CREW REQ: R ACTUAL: R ST-OK
    CM 07/13/00 07:37 TC.........RDW
    HO 07/13/00 07:36 JOBID:  /CWLCD  /11     ROSTER NO OF POSITION-0531 1
                        HELD AWAY TIME- 18:35
    TU 07/13/00 20:00 RLS-07/13 20:00-C  TAT-07/13 18:45-C
                        TIEUP AT-MX283      AFHT-MX283  RES6
                        DH-N REST-8  XREST-00:00 RET-  SHRT-N
                        T/U MLS-0154 CC MLS-00964
    CM 07/13/00 20:00 RLV- 07/13 20:00-C
    CM 07/13/00 20:00 INITIAL TERMINAL DEPARTURE TIME - 07/13 11:15
    CM 07/13/00 20:00 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
    CM 07/13/00 20:00 HIGHEST GENERAL ORDER IN SERVICE UNIT   000000000
    CM 07/13/00 20:00      =TE AFHT MX283 USE EMPLOYEES PSP AFHT NUMBERS
   *DU 07/13/00 20:02 ORG-MX125  DES-MX283  DLF-8 SERVICE-2 SLIP#-XXXXX HE91703
                        RECEIVED DATE- 07/13/00
                        SHORT CREW-Y  $015.  05
                        TOTAL PAY FOR THIS TRIP: $    232.48
   *EN 07/13/00 20:02 UP  006810 SP  000178 UP  006631
    CM 07/13/00 20:02 CLAIMED: 926-Y     HS -1655
    CM 07/13/00 20:02 FRA DATA ENG  CWLCD  11  MX125  07130945 MX283  07132000
                        MX283  07132000
    CM 07/13/00 20:02 TTOS: 1015
    CM 07/13/00 20:02 USERID: OTET316  LATA: 4791928  TASKID: AF
    CM 07/13/00 20:02 UNDISTURBED REST: OFF
   *TK 07/13/00 20:02 SLIP-07/13/00   TIME ON DUTY-10:15 STRTIM-09:29 XDT-1
                        MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-1245000
                        STR MILES-154 $  189.29 OVERTIME- 00:46 $    23.06
                        DISTRIBUTION-000 PAY CD-174 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: HS-??:??  REVISN
   *TX 07/13/00 20:02 ALW-    $ 00.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
   *CM 07/13/00 20:02 USERID: OTET316
    CE 07/13/00 20:02 OLD REST TIME- 00/07/14 04:00-C              LATA-  00000
                        NEW REST TIME- 00/07/14 04:00-C
    DU 07/17/00 10:40 ORG-MX125  DES-MX283  DLF-8 SERVICE-2 SLIP#-      HE91695
                        SHORT CREW-Y  $015.  05
                        TOTAL PAY FOR THIS TRIP: $    605.--
    EN 07/17/00 10:40 UP  006810 SP  000178 UP  006631
    TK 07/17/00 10:40 SLIP-07/13/00   TIME ON DUTY-10:15 STRTIM-09:29 XDT-1
                        MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-1245000
                        STR MILES-154 $  189.29 OVERTIME- 00:46 $    23.06
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                              CONSTRUCTIVE ALLOWANCES:
                              TAME: HS-19:35 $   373.02
       TX 07/17/00 10:40 ALW-926 $ 00.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
       CM 07/17/00 10:40 USERID: OCMS032
7/14   SN 07/14/00 03:31 NOTF-07/14 03:30-C PH-816-254-7236 VACANCY STEP-00
                                                          REGMAN-4258882388
       WR 07/14/00 03:31 MX283  RE36 ILADU  ENG     START AT-MX283  07/14 05:00-C
                              CREW REQ: R ACTUAL: R ST-OK
       CM 07/14/00 03:31 TOOK CALL...KLR
       WC 07/14/00 03:32 JOBID:  /ILADU  /11     ROSTER NO OF POSITION-3S3101
       TU 07/14/00 19:12 RLS-07/14 19:15-C  TAT-07/14 19:10-C
                              TIEUP AT-MX125      APHT-
                              DH-N REST-10 XREST-00000 RET-  SHRT-
                              T/U MLS-0154 CC MLS-01118
       CM 07/14/00 19:12 RLV- 07/14 17:00-C
       CM 07/14/00 19:13 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TS.
       CM 07/14/00 19:13 OTET316  QUICK TIE-UP  H091419
       CM 07/15/00 23:17 HOSV RTU- 07/14 19:15-C     TAT- 07/14 19:10-C
       CM 07/15/00 23:17 HOSV INITIAL TERMINAL DEPARTURE TIME - 07/14 06:00
       CM 07/15/00 23:17 HOSV PICK UP CIRC7: G050     MODE: TAXI    TRFD- 07/14
                              19:15-X
       CM 07/15/00 23:17 HOSV USERID:  OTET316
       CM 07/15/00 23:17 HOSV PICK UP TIME:     07/14 18:00
       CM 07/15/00 23:17 HOSV RLV- 07/14 17:00-C
      *DU 07/15/00 23:21 ORG-MX283  DES-MX125  QLF-0 SERVICE-2 SLIP#------ -TRIPSS
                              RECEIVED DATE- 07/15/00
                              SHORT CREW-Y  $015. 14
                              TOTAL PAY FOR THIS TRIP: $   887.78
      *EN 07/15/00 23:21 SSW 009659 SP  009827 SP  008855 UP  008178
       CM 07/15/00 23:21 CLAIMED: 901-Y     926-Y
       CM 07/15/00 23:21 FRA DATA ENG  ILADU  11 MX283  07140500 G 050  07141700
                              MX125  07141915
       CM 07/15/00 23:21 FRA DATA ENG DF X G 050  07141700 MX125  07141915 TAXI
                              FROM LAMINE
       CM 07/15/00 23:21 TTOD: 1200
      *TK 07/15/00 23:21 SLIP-07/14/00    TIME ON DUTY-12:00 STRTIM-09:58 KOT-1
                              MLS PD NR-000 OC-01 ALW-901 $06.00  WEIGHT-1497860
                              STR MILES-162 $   200.08 OVERTIME- 02:02 $    61.56
                              DISTRIBUTION-000 PAY CD-179 TRIP CREDITS-0  FUND PLUG?-N
      *TX 07/15/00 23:21 ALW-926 $ 05.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
      *CM 07/15/00 23:21 USERID: OTET316
       DU 07/17/00 14:41 ORG-MX283  DES-MX125  QLF-0 SERVICE-2 SLIP#-      HE91395
                              SHORT CREW-Y  $015. 14
                              TOTAL PAY FOR THIS TRIP: $   282.30
       EN 07/17/00 14:41 SSW 009659 SP  009827 SP  008855 UP  008178
       TK 07/17/00 14:41 SLIP-07/14/00    TIME ON DUTY-12:00 STRTIM-10:28 KOT-1
                              MLS PD NR-000 OC-01 ALW-901 $06.00  WEIGHT-1497860
                              STR MILES-170 $   209.73 OVERTIME- 01:32 $    46.43
                              DISTRIBUTION-000 PAY CD-179 TRIP CREDITS-0  FUND PLUG?-N
       TX 07/17/00 14:41 ALW-926 $ 05.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
       CM 07/17/00 14:41 USERID: OCMS032
07/14  CM 07/14/00 16:33 LIMO SYSTEM CONTROL NUMBER: 00139103
7/15   SN 07/15/00 16:07 NOTF-07/15 16:07-C PH-573-474-0627 VACANCY STEP-00
                                                          REGMAN-4258882388
       WR 07/15/00 16:07 MX125  RE36 DH59    ENG     START AT-MX125  07/15 13:00-C
                              CREW REQ: R ACTUAL: R ST-OK
       CM 07/15/00 16:07 DH SAP BY AMTRACK.....KAC
       CM 07/15/00 16:07 DH TYPE: SEPARATE AND APART     DH METHOD: TAXI
                              DH REASON: DH
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                                HELD AWAY TIME- 06:45
        TU 07/15/00 23:24 RLS-07/15 23:20-C  TAT-07/15 23:10-C
                          TIEUP AT-MX283      AFHT-MX283  RECs
                          DH-N REST-8  XREST-00000 RET-  SHRT-N
                          T/U MLS-0130 CC MLS-01248
        CM 07/15/00 23:24 RLV- 07/15 23:20-C
        CM 07/15/00 23:24 INITIAL TERMINAL DEPARTURE TIME - 07/15 18:55
        CM 07/15/00 23:24 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
        CM 07/15/00 23:24 HIGHEST GENERAL ORDER IN SERVICE UNIT:  00000005
        CM 07/15/00 23:24       =TE AFHT MX283 USE EMPLOYEES PSP AFHT NUMBERS
       *DU 07/15/00 23:27 ORG-MX125  DES-MX283  QLF-D SERVICE-2 SLIP#-**** H791783
                          RECEIVED DATE- 07/15/00
                          TOTAL PAY FOR THIS TRIP: $   156.32
        CM 07/15/00 23:27 CLAIMED: H5 -0645 D4 -0600
        CM 07/15/00 23:27 FRA DATA ENG DT X MX125  07151800 MX283  07152325 AMTRAK
        CM 07/15/00 23:27 TTOD: 0000
       *TK 07/15/00 23:27 SLIP-07/15/00   TIME ON DUTY-05:20 STRTIM-05:20 *OT-0
                          MLS PD NR-000 OC-01 ALW-     $00.00  WEIGHT-00010**
                          STR MILES-000 $      .00 OVERTIME- 00:00 $      .00
                          DISTRIBUTION-000 PAY CD-151 TRIP CREDITS-0  FUND PLUS?-N
                          CONSTRUCTIVE ALLOWANCES:
                          TIME: 45-??:??  REVIEW   D4-08:00 $  156.32
       *TX 07/15/00 23:27 ALW-     $ 00.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
       *CM 07/15/00 23:27 USERID: OTET316
        DU 07/17/00 13:59 ORG-MX125  DES-MX283  QLF-D SERVICE-2 SLIP#-      H791785
                          TOTAL PAY FOR THIS TRIP: $   268.28
        TK 07/17/00 13:59 SLIP-07/15/00   TIME ON DUTY-05:20 STRTIM-05:20 *OT-0
                          MLS PD NR-000 OC-01 ALW-     $00.00  WEIGHT-00010**
                          STR MILES-000 $      .00 OVERTIME- 00:00 $      .00
                          DISTRIBUTION-000 PAY CD-151 TRIP CREDITS-0  FUND PLUS?-N
                          CONSTRUCTIVE ALLOWANCES:
                          TIME: H5-06:45 $  131.90 D4-08:00 $  156.38
        TX 07/17/00 13:59 ALW-     $ 00.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$---.--
        CM 07/17/00 13:59 USERID: OCMS032
07/16 CA 07/16/00 00:02 STARTS-00                                        00000000
                          CCMILS-0000 RDMILS-0000 MILSPD-0000 MILSMD-0000
 7/16 SN 07/16/00 09:39 NOTF-07/16 09:39-C PH-816-254-7236 VACANCY STEP-00
                                                          REGMAN-4255686969
        WR 07/16/00 09:39 MX283  REG6 MKCAS  ENG      START AT-MX283  07/16 11:30-C
                          CREW REQ: R ACTUAL: R ST-OK
        CM 07/16/00 09:39 TC...ROD
        WC 07/16/00 09:40 JOBID:  /MKCAS  /16     ROSTER NO OF POSITION-353101
        TU 07/16/00 19:14 RLS-07/16 19:15-C  TAT-07/16 19:00-C
                          TIEUP AT-MX125      AFHT-
                          DH-N REST-8  XREST-00000 RET-  SHRT-N
                          T/U MLS-0162 CC MLS-00162
        CM 07/16/00 19:14 RLV- 07/16 19:15-C
        CM 07/16/00 19:14 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
        CM 07/16/00 19:14 INITIAL TERMINAL DEPARTURE TIME - 07/16 13:10
        CM 07/16/00 19:14 HIGHEST GENERAL ORDER IN SERVICE UNIT:  00000005
       *DU 07/16/00 19:15 ORG-MX283  DES-MX125  QLF-W SERVICE-2 SLIP#-**** H440415
                          RECEIVED DATE- 07/16/00
                          SHORT CREW-Y  $015.05
                          TOTAL PAY FOR THIS TRIP: $   336.80
       *EN 07/16/00 19:15 UP  005728
        CM 07/16/00 19:15 CLAIMED: H0E-Y     H6B-Y     16 -0028
        CM 07/16/00 19:15 FRA DATA ENG  MKCAS  16 MX283  07161130 MX125  07161915
                          MX125  07161915
        CM 07/16/00 19:15 TTOD: 0745
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    CM 07/16/00 19:15 UNDISTURBED REST: OFF
   *TK 07/16/00 19:15 SLIP-07/16/00   TIME ON DUTY-07:45 STRTIM-07:45 KOT-1
                      MLS PD NR-000 OC-01 ALW-902 $12.00  WEIGHT-0287000
                      STR MILES-162 $  198.86 OVERTIME- 00:00 $      .00
                      DISTRIBUTION-000 PAY CD-155 TRIP CREDITS-0  FUND PLUG?-N
                      CONSTRUCTIVE ALLOWANCES:
                      TIME: I2-00:25 $    5.89
   *TX 07/16/00 19:15 ALW-926 $ 05.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
   *CM 07/16/00 19:15 USERID: OTET316
    CE 07/16/00 19:15 OLD REST TIME- 00/07/17 03:15-C              LATA-  00000
                      NEW REST TIME- 00/07/17 03:15-C
    DU 07/20/00 09:21 ORG-MX283  DES-MX125  QLF-W SERVICE-E SLIP#-      HE91395
                      SHORT CREW-Y  $015.05
                      TOTAL PAY FOR THIS TRIP: $   236.80
    EN 07/20/00 09:21 UP  005729
    TK 07/20/00 09:21 SLIP-07/16/00   TIME ON DUTY-07:45 STRTIM-07:45 KOT-1
                      MLS PD NR-000 OC-01 ALW-902 $12.00  WEIGHT-0287000
                      STR MILES-162 $  198.86 OVERTIME- 00:00 $      .00
                      DISTRIBUTION-000 PAY CD-155 TRIP CREDITS-0  FUND PLUG?-N
                      CONSTRUCTIVE ALLOWANCES:
                      TIME: I2-00:25 $    5.89
    TX 07/20/00 09:21 ALW-926 $ 05.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
    CM 07/20/00 09:21 USERID: OCMS982
07:16 EN 07/18/00 01:59 NOTF-07/16 01:58-C PH-573-474-0687 VACANCY STEP-00
                                                    REGMAN-4888888888
    MR 07/18/00 01:59 MX125  RE36 IDUOA  ENG     START AT-MX125  07/18 04:00-C
                      CREW REQ: R ACTUAL: R ST-OK
    CM 07/18/00 01:59 TC.........................CDH
    MC 07/18/00 02:00 JOBID:  /IDUOA  /17    ROSTER NO OF POSITION-3583191
                      HELD AWAY TIME- 16:45
    TU 07/18/00 11:13 RLS-07/18 11:15-C  TAT-07/18 10:05-C
                      TIEUP AT-MX283     AFHT-MX283  RE36
                      DH-N REST-8  XREST-00000 RET-  SART-N
                      T/U MLS-0154 CC MLS-00316
    CM 07/18/00 11:13 RLV- 07/18 11:15-C
    CM 07/18/00 11:13 INITIAL TERMINAL DEPARTURE TIME - 07/18 04:20
    CM 07/18/00 11:13 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
    CM 07/18/00 11:13 HIGHEST GENERAL ORDER IN SERVICE UNIT:  00000005
    CM 07/18/00 11:14       =TE AFHT MX283 USE EMPLOYEES PGP AFHT NUMBERS
   *DU 07/18/00 11:15 ORG-MX125  DES-MX283  QLF-9 SERVICE-E SLIP#-***** HX23803
                      RECEIVED DATE- 07/16/00
                      SHORT CREW-Y  $015.05
                      TOTAL PAY FOR THIS TRIP: $   209.34
   *EN 07/18/00 11:15 UP  008067 UP  009830
    CM 07/18/00 11:15 CLAIMED: 926-Y    HS -1645
    CM 07/18/00 11:15 FRA DATA ENG  IDUOA  17 MX125  07180400 MX283  07181115
                      MX283  07181115
    CM 07/18/00 11:15 TTCD: 0715
    CM 07/18/00 11:15 USERID: OTET316  LATA: HX23803  TASKID: AF
    CM 07/18/00 11:15 UNDISTURBED REST: OFF
   *TK 07/18/00 11:15 SLIP-07/18/00   TIME ON DUTY-07:15 STRTIM-07:15 KOT-1
                      MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-0830000
                      STR MILES-154 $  189.29 OVERTIME- 00:00 $      .00
                      DISTRIBUTION-000 PAY CD-166 TRIP CREDITS-0  FUND PLUG?-N
                      CONSTRUCTIVE ALLOWANCES:
                      TIME: HS-??:??  REVIEW
   *TX 07/18/00 11:15 ALW-     $ 00.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
   *CM 07/18/00 11:15 USERID: OTET316
    CE 07/18/00 11:15 OLD REST TIME- 00/07/18 19:15-C              LATA-  00000
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      DU 07/24/00 08:48 ORG-MX125  DES-MX283  OLF-8 SERVICE-2 SLIP#-        HE91395
                        SHORT CREW-Y   $015.05
                        TAL PAY FOR THIS TRIP: $   047.98
      EN 07/24/00 08:48 UP  008067 UP  009830
      TK 07/24/00 08:48 SLIP-07/18/00   TIME ON DUTY-07:15 STRTIM-07:15 KOT-1
                        MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-00000000
                        STR MILES-154 $  189.29 OVERTIME- 00:00 $      .00
                        DISTRIBUTION-000 PAY CD-166 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: H5-16:45 $  336.22 F3-00:10 $     2.36
      TX 07/24/00 08:48 ALW-     $ 00.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
      CM 07/24/00 08:48 USERID: OCMS032
 07/19 SN 07/19/00 03:56 NOTF-07/19 03:54-C PH-816-254-7286 VACANCY STEP-00
                                                              REGMAN-428882388
      WR 07/19/00 03:56 MX283  RE36 DH73   ENG      START AT-MX283  07/19 06:01-C
                        CREW REQ: R ACTUAL: R ST-OK
      CM 07/19/00 03:56 TC.........DH SAF AMTRAX
      CM 07/19/00 03:56 DH TYPE: SEPARATE AND APART     DH METHOD: TRAIN
                        DH REASON: DS
      WC 07/19/00 03:57 JOBID:  /DH73    /19     ROSTER NO OF POSITION IS 1.
      TU 07/19/00 11:02 RLS-07/19 11:05-C  TAT-07/19 11:00-C
                        TIEUP AT-MX125      AFHT-
                        DH-N REST-8  XREST-00000 RET-  SHST-N
                        T/U MLS-0154 CC MLS-0047%
      CM 07/19/00 11:02 RLV- 07/19 11:00-C
      CM 07/19/00 11:02 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TEL
      CM 07/19/00 11:02 INITIAL TERMINAL DEPARTURE TIME - 07/19 07:35
      CM 07/19/00 11:02 HIGHEST GENERAL ORDER IN SERVICE UNIT:  000000007
     *DU 07/19/00 11:07 ORG-MX283  DES-MX125  OLF-8 SERVICE-3 SLIP#-++++  HE90415
                        RECEIVED DATE- 07/19/00
                        TOTAL PAY FOR THIS TRIP: $   168.32
      TK 07/19/00 11:07 CLAIMED: POS-Y     D4 -0800
      CM 07/19/00 11:07 FRA DATA ENG DT X MX283  07190601 MX125  07191105 AMTRAK
      CM 07/19/00 11:07 TTOD: 0000
     *TK 07/19/00 11:07 SLIP-07/19/00   TIME ON DUTY-05:04 STRTIM-05:04 KOT-0
                        MLS PD NR-000 OC-01 ALW-902 $12.00  WEIGHT-00001000
                        STR MILES-000 $     .00 OVERTIME- 00:00 $      .00
                        DISTRIBUTION-000 PAY CD-151 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: D4-08:00 $  156.32
     *TX 07/19/00 11:07 ALW-     $ 00.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
     *CM 07/19/00 11:07 USERID: OTET316
      CY 07/19/00 11:08 TIE-UP ARBITRARIES/ALLOWANCES SUPPORTING COMMENTS:
        COMMENTS:DEPARTED YARD OFFICE 0630 DEPARTED STA. 0735
      DU 07/24/00 10:17 ORG-MX283  DES-MX125  OLF-0 SERVICE-3 SLIP#-       HE91395
                        TOTAL PAY FOR THIS TRIP: $   168.32
      TK 07/24/00 10:17 SLIP-07/19/00   TIME ON DUTY-05:04 STRTIM-05:04 KOT-0
                        MLS PD NR-000 OC-01 ALW-902 $12.00  WEIGHT-00001000
                        STR MILES-000 $     .00 OVERTIME- 00:00 $      .00
                        DISTRIBUTION-000 PAY CD-151 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: D4-08:00 $  156.32
      TX 07/24/00 10:17 ALW-     $ 00.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
      CM 07/24/00 10:17 USERID: OCMS032
07/20 SN 07/20/00 16:56 NOTF-07/20 16:55-C PH-573-474-0627 VACANCY STEP-00
                                                              REGMAN-428882388
      WR 07/20/00 16:56 MX125  RE36 ZMNSE  ENG      START AT-MX125  07/20 19:00-C
                        CREW REQ: R ACTUAL: R ST-OK
      CM 07/20/00 16:56 TC.............KAC
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                                HELD AWAY TIME- 15:55
        TU 07/20/00 23:55 RLS-07/20 23:55-C  TAT-07/20 23:10-C
                                TIEUP AT-MX283      AFHT-MX283      RE36
                                DH-N REST-8  XREST-00000 RET-  SHRT-N
                                T/U MLS-0154 CC MLS-00624
         CM 07/20/00 23:55 RLV- 07/20 23:55-C
         CM 07/20/00 23:55 INITIAL TERMINAL DEPARTURE TIME - 07/20 19:35
         CM 07/20/00 23:55 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
         CM 07/20/00 23:55 HIGHEST GENERAL ORDER IN SERVICE UNIT:  00000007
         CM 07/20/00 23:55       =TE AFHT MX283 USE EMPLOYEES PGP AFHT NUMBERS
        *DU 07/20/00 23:59 ORG-MX125  DES-MX283  QLF-8 SERVICE-8 SLIP#-***** H991928
                                RECEIVED DATE- 07/20/00
                                SHORT CREW-Y  $015. 05
                                TOTAL PAY FOR THIS TRIP: $   209.34
        *EN 07/20/00 23:59 NS  009077 NS  008982
         CM 07/20/00 23:59 CLAIMED: 926-Y     HS -1555
         CM 07/20/00 23:59 FRA DATA ENG 2CWLNA  19 MX125  07201900 MX283 =07202355
                                MX283 =07202355
         CM 07/20/00 23:59 TTOD: 0455
         CM 07/20/00 23:59 USERID: OTET316  LATA: H991928  TASKID: AP
         CM 07/20/00 23:59 UNDISTURBED REST: OFF
        *TK 07/20/00 23:59 SLIP-07/20/00   TIME ON DUTY-04:55 STRTIM-04:55 KOT-1
                                MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-0820550
                                STR MILES-154 $  189.29 OVERTIME- 00:00 $      .00
                                DISTRIBUTION-000 PAY CD-166 TRIP CREDITS-0  FUND PLUS?-N
                                CONSTRUCTIVE ALLOWANCES:
                                TIME: HS-??:??  REVIEW
        *TX 07/20/00 23:59 ALW-     $ 00.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.---
        *CM 07/20/00 23:59 USERID: OTET316
         CE 07/20/00 23:59 OLD REST TIME- 00/07/21 07:55-C                LATA-  000000
                                NEW REST TIME- 00/07/21 07:55-C
         DL 07/24/00 11:23 ORG-MX125  DES-MX283  QLF-8 SERVICE-8 SLIP#-      HEF.696
                                SHORT CREW-Y  $015. 05
                                TOTAL PAY FOR THIS TRIP: $   528.84
         EN 07/24/00 11:23 NS  009077 NS  008982
         TK 07/24/00 11:23 SLIP-07/20/00   TIME ON DUTY-04:55 STRTIM-04:55 KOT-1
                                MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-0820550
                                STR MILES-154 $  189.29 OVERTIME- 00:00 $      .00
                                DISTRIBUTION-000 PAY CD-166 TRIP CREDITS-0  FUND PLUS?-N
                                CONSTRUCTIVE ALLOWANCES:
                                TIME: HS-15:55 $  319.50
         TX 07/24/00 11:23 ALW-     $ 00.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
         CM 07/24/00 11:23 USERID: JCM9382
 07/21 SN 07/21/00 15:30 NOTF-07/21 15:30-C PH-816-254-7236 VACANCY STEP-00
                                                        REGMAN-4258882398
         WR 07/21/00 15:30 MX283  RE36 CEYMS  ENG     START AT-MX283  07/21 17:25-C
                                CREW REQ: R ACTUAL: R ST-OK
         CM 07/21/00 15:30 TC.........KAC
         WC 07/21/00 15:31 JOBID:  /CEYMS  /18    ROSTER NO OF POSITION-353101
         TU 07/21/00 23:52 RLS-07/21 23:55-C  TAT-07/21 23:25-C
                                TIEUP AT-MX125      AFHT-
                                DH-N REST-8  XREST-00000 RET-  SHRT-N
                                T/U MLS-0162 CC MLS-00786
         CM 07/21/00 23:52 RLV- 07/21 23:55-C
         CM 07/21/00 23:52 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
         CM 07/21/00 23:52 INITIAL TERMINAL DEPARTURE TIME - 07/21 18:10
         CM 07/21/00 23:52 HIGHEST GENERAL ORDER IN SERVICE UNIT:  00000007
        *DU 07/21/00 23:55 ORG-MX283  DES-MX125  QLF-W SERVICE-8 SLIP#-***** H150151
                                RECEIVED DATE- 07/21/00
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                              TOTAL PAY FOR THIS TRIP: $    230.91
      *EN 07/21/00 23:55 UP  006796 SP  000166 UP  007255
       CM 07/21/00 23:55 CLAIMED: 906-Y     926-Y
       CM 07/21/00 23:55 FRA DATA ENG  CEYMS  18 MX283  07211725 MX125 =07212355
                         MX125 =07212355
       CM 07/21/00 23:55 TTOD: 0630
       CM 07/21/00 23:55 USERID: OTET316  LATA: H150151  TASKID: AF
       CM 07/21/00 23:55 UNDISTURBED REST: OFF
      *TK 07/21/00 23:55 SLIP-07/21/00   TIME ON DUTY-06:30 STRTIM-06:30 KOT-1
                         MLS PD NR-000 OC-01 ALW-902 $12.00  WEIGHT-1245000
                         STR MILES-162 $  198.86 OVERTIME- 00:00 $      .00
                         DISTRIBUTION-000 PAY CD-174 TRIP CREDITS-0  FUND PLUG?-N
      *TX 07/21/00 23:55 ALW-926 $ 05.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
      *CM 07/21/00 23:55 USERID: OTET316
       CE 07/21/00 23:55 OLD REST TIME- 00/07/22 07:55-C              LATA-  00000
                         NEW REST TIME- 00/07/22 07:55-C
       DU 07/25/00 08:00 ORG-MX283  DES-MX125  OLF-W SERVICE-2 SLIP#-      4E91395
                         SHORT CREW-Y  $015.  05
                         TOTAL PAY FOR THIS TRIP: $    230.91
       EN 07/25/00 08:00 UP  006796 SP  000166 UP  007255
       TK 07/25/00 08:00 SLIP-07/21/00   TIME ON DUTY-06:30 STRTIM-06:30 KOT-1
                         MLS PD NR-000 OC-01 ALW-902 $12.00  WEIGHT-1245000
                         STR MILES-162 $  198.86 OVERTIME- 00:00 $      .00
                         DISTRIBUTION-000 PAY CD-174 TRIP CREDITS-0  FUND PLUG?-N
       TX 07/25/00 08:00 ALW-926 $ 05.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
       CM 07/25/00 08:00 USERID: OCMS022
07/22 UN 07/22/00 16:21 MX125  RE36 AASFX  ENG   STARTS AT: MX125  07/22 18:15-C
       PU                NOTF-07/22 16:20-C PH-573-474-0627 VACANCY STEP-00
                         ASGN-MX125  RE36 DH-N                    RESMAN-495.883700
       CM 07/22/00 16:21 NO STEP TO JC TURNS...BAG
07/22 SN 07/22/00 16:31 NOTF-07/22 16:31-C PH-573-474-0627 VACANCY STEP-00
                                                                 RESMAN-495.883700
       WR 07/22/00 16:31 MX125  RE36 AASFX  ENG     START AT-MX125  07/22 18:15-C
                         CREW REQ: R ACTUAL: R ST-OK
      *EN 07/22/00 16:31 UP  008065 UP  008842
       CM 07/22/00 16:31 WIFE TOOK CALL.....BAG
       WC 07/22/00 16:32 JOBID:  /AASFX  /22    ROSTER NO OF POSITION-353191
                         HELD AWAY TIME- 02:20
      *DU 07/23/00 02:20 ORG-MX125  DES-MX283  OLF-3 SERVICE-2 SLIP#-       00000
       TU 07/23/00 02:20 RLS-07/23 02:30-C  TAT-07/23 00:10-C
                         TIEUP AT-MX283     AFHT-MX283  RE36
                         DH-N REST-8  XREST-00000 RET-  SHRT-N
                         T/U MLS-0154 CC MLS-00940
       CM 07/23/00 02:20 RLV- 07/23 02:30-C
       CM 07/23/00 02:20 UNDISTURBED REST: 1000 HRS
       CM 07/23/00 02:20 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
       CM 07/23/00 02:20 INITIAL TERMINAL DEPARTURE TIME - 07/22 19:15
       CM 07/23/00 02:20 MILES ENTERED ON NO RJM MATCH:  170
       CM 07/23/00 02:20 HIGHEST GENERAL ORDER IN SERVICE UNIT:  00000007
       CM 07/23/00 02:20      =TE AFHT MX283 USE EMPLOYEES PGP AFHT NUMBERS
       CM 07/23/00 02:25 CLAIMED: 926-Y     HS -0220
       CM 07/23/00 02:25 FRA DATA ENG  AASFX  22 MX125  07221815 MX283  07230230
                         MX283  07230230
       CM 07/23/00 02:25 TTOD: 0815
       CM 07/23/00 02:25 USERID: OTET316  LATA: H991959  TASKID: AF
       CM 07/23/00 02:25 UNDISTURBED REST: ON
       CE 07/23/00 02:25 OLD REST TIME- 00/07/23 12:30-C              LATA-  00000
                         NEW REST TIME- 00/07/23 12:30-C
       CY 07/23/00 02:26 TIE-UP ARBITRARIES/ALLOWANCES SUPPORTING COMMENTS:
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      DU 07/25/00 07:58 ORG-MX185  DES-MX283  QLF-C SERVICE-2 SLIP#-      HE91395
                        SHORT CREW-Y   $015. 05
                        TOTAL PAY FOR THIS TRIP: $     [illegible]
      EN 07/25/00 09:58 UP  006065 UP  003842
      TK 07/25/00 09:58 SLIP-07/22/00    TIME ON DUTY-08:15 STRTIM-08:15 KOT-1
                        MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-0885480
                        STR MILES-170 $  208.43 OVERTIME- 00:00 $      .00
                        DISTRIBUTION-000 PAY CD-166 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: H5-02:20 $    46.84 F3-01:14 $    17.44
      TX 07/25/00 09:58 ALW-     $ 00.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
      CM 07/25/00 09:58 USERID: OCMS032
7/24  SN 07/24/00 00:45 NOTF-07/24 00:45-C PH-816-854-7836 VACANCY STEP-00
                                                          REGMAN-4386882366
      WR 07/24/00 00:45 MX283  RE36 CCAWL  ENG      START AT-MX283  07/24 02:50-C
                        CREW REQ: R ACTUAL: R ST-OK
      CM 07/24/00 00:45 IC.....CDH
      WC 07/24/00 00:46 JOBID:  /CCAWL  /21     ROSTER NO OF POSITION-3831?1
      TU 07/24/00 11:29 RLS-07/24 11:10-C  TAT-07/24 10:40-C
                        TIEUP AT-MX185      AFHT-



                        OH-N REST-8  XREST-00000 AST-  SHRT-
                        T/U MLS-0154 OC MLS-01094
      CM 07/24/00 11:29 RLV- 07/24 11:10-C
      CM 07/25/00 11:35 HOSV FTU- 07/24 11:10-C     TAT- 07/24 10:40-C
      CM 07/25/00 11:35 HOSV INITIAL TERMINAL DEPARTURE TIME - 07/24 04:00
      CM 07/25/00 11:35 HOSV USERID:  OTET316
      CM 07/25/00 11:35 HOSV RLV- 07/24 11:10-C
     *DU 07/25/00 11:37 ORG-MX283  DES-MX185  QLF-S SERVICE-2 SLIP#-**** HE90151
                        RECEIVED DATE- 07/25/00
                        SHORT CREW-Y   $015. 05
                        TOTAL PAY FOR THIS TRIP: $   281.34
     *EN 07/25/00 11:37 UP  006801 CNW 008823 UP  006767
      CM 07/25/00 11:37 CLAIMED: 902-Y    926-Y    I2 -0185
      CM 07/25/00 11:37 FRA DATA ENG  CCAWL  21 MX283  07240250 MX185  07241110
                        MX185  07241110
      CM 07/25/00 11:37 TTOD: 0820
     *TK 07/25/00 11:37 SLIP-07/24/00    TIME ON DUTY-08:20 STRTIM-08:20 KOT-1
                        MLS PD NR-000 OC-01 ALW-902 $12.00  WEIGHT-1245000
                        STR MILES-154 $  189.29 OVERTIME- 00:00 $      .00
                        DISTRIBUTION-000 PAY CD-174 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: I2-??:??  REVIEW
     *TX 07/25/00 11:37 ALW-926 $ 05.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
     *CM 07/25/00 11:37 USERID: OTET316
      CY 07/25/00 11:38 TIE-UP ARBITRARIES/ALLOWANCES SUPPORTING COMMENTS:
        COMMENTS:TRAIN DEPARTURE FROM ARMOURDALE YARD.
      DU 07/26/00 07:56 ORG-MX283  DES-MX185  QLF-C SERVICE-2 SLIP#-XX    HE91395
                        RECEIVED DATE- 07/26/00
                        SHORT CREW-Y   $015. 05
                        TOTAL PAY FOR THIS TRIP: $   246.37
      EN 07/26/00 07:56 UP  006801 CNW 008823 UP  006767
      TK 07/26/00 07:56 SLIP-07/24/00    TIME ON DUTY-08:20 STRTIM-08:20 KOT-1
                        MLS PD NR-000 OC-01 ALW-902 $12.00  WEIGHT-1245000
                        STR MILES-170 $  208.43 OVERTIME- 00:00 $      .00
                        DISTRIBUTION-000 PAY CD-174 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: I2-00:25 $     5.89
      TX 07/26/00 07:56 ALW-926 $ 05.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
      CM 07/26/00 07:56 USERID: OCMS032
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      DN 07/26/00 07:57 D  LINATION NUMBER- AL 0784-0    SLIP DATE-07/24/00
                        CHAIRMAN ID- 40101
                        DECLINED:       I2- 01:00        REASON CODE-IH
 7/25 SN 07/25/00 09:25 NOTF-07/25 09:24-C PH-573-474-0627 VACANCY STEP-00
                                                          REGMAN-4288882388
      WR 07/25/00 09:25 MX125  RE36 CCSCV  ENG     START AT-MX125  07/25 11:30-C
                        CREW REQ: R ACTUAL: R ST-OK
      CM 07/25/00 09:25 TC.................CDH
      WC 07/25/00 09:26 JOBID: 2/CCSCV  /24     ROSTER NO OF POSITION-353101
                        HELD AWAY TIME- 08:20
      TU 07/25/00 17:28 RLS-07/25 17:30-C  TAT-07/25 17:15-C
                        TIEUP AT-MX283    . APHT-MX283  RE36
                        DH-N REST-8  XREST-00000 RET-  SHRT-N
                        T/U MLS-0154 CC MLS-01248
      CM 07/25/00 17:28 RLV- 07/25 17:30-C
      CM 07/25/00 17:28 INITIAL TERMINAL DEPARTURE TIME - 07/25 13:45
      CM 07/25/00 17:28 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
      CM 07/25/00 17:29 HIGHEST GENERAL ORDER IN SERVICE UNIT:  000000007
      CM 07/25/00 17:28      =TE APHT MX283 USE EMPLOYEES PGP APHT NUMBERS
     *DU 07/25/00 17:30 ORG-MX125  DES-MX283  OLF-8 SERVICE-8 SLIP#-------- -99/99
                        RECEIVED DATE- 07/25/00
                        SHORT CREW-Y  $015. 05
                        TOTAL PAY FOR THIS TRIP: $   209.34
     *EN 07/25/00 17:30 SP  000374 SP  000102 UP  006605
      CM 07/25/00 17:30 CLAIMED: 926-Y    H5 -0220
      CM 07/25/00 17:30 FRA DATA ENG 2CCSCV  24 MX125  07251130 MX283  07251730
                        MX283  07251730
      CM 07/25/00 17:30 TTOD: 0600
      CM 07/25/00 17:30 USERID: OTET316  LATA: H991959  TASKID: AF
      CM 07/25/00 17:30 UNDISTURBED REST: OFF
     *TK 07/25/00 17:30 SLIP-07/25/00   TIME ON DUTY-06:00 STRTIM-06:00 *OT-1
                        MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-1245000
                        STR MILES-154 $  189.29 OVERTIME- 00:00 $     .00
                        DISTRIBUTION-000 PAY CD-174 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: H5-??:??  REVIEW
     *TX 07/25/00 17:30 ALW-    $ 00.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
     *CM 07/25/00 17:30 USERID: OTET316
      CE 07/25/00 17:30 OLD REST TIME- 00/07/26 01:30-C              LATA-  00000
                        NEW REST TIME- 00/07/26 01:30-C
      DU 07/26/00 11:56 ORG-MX125  DES-MX283  OLF-8 SERVICE-8 SLIP#-      HE91995
                        SHORT CREW-Y  $015. 05
                        TOTAL PAY FOR THIS TRIP: $   376.62
      EN 07/26/00 11:56 SP  000374 SP  000102 UP  006605
      TK 07/26/00 11:56 SLIP-07/25/00   TIME ON DUTY-06:00 STRTIM-06:00 *OT-1
                        MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-1245000
                        STR MILES-154 $  189.29 OVERTIME- 00:00 $     .00
                        DISTRIBUTION-000 PAY CD-174 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: H5-08:20 $  167.28
      TX 07/26/00 11:56 ALW-    $ 00.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
      CM 07/26/00 11:56 USERID: OCMS032
07/25 CM 07/25/00 11:42 NEW ADDRESS- 9530 E.WINNER RD. APT. 4B
      CM 07/25/00 11:42 CITY/ST/ZIP- INDEPENDENCE  MO 64053 1651
      CM 07/25/00 11:42 UPDATED BY USER ID:OTET316
      CM 07/25/00 11:42 OLD ADDRESS- 9528 E.WINNER RD.  APT. 4B
      CM 07/25/00 11:42 CITY/ST/ZIP- INDEPENDENCE  MO 64053 1649
      CM 07/25/00 11:42 ADDRESS CHANGE TRANSMITTED TO PINS
 7/26 SN 07/26/00 08:25 NOTF-07/26 08:23-C PH-816-654-7236 VACANCY STEP-00
                                                          REGMAN-4288882368
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      CM 07/26/00 03:25 27 .RJD
      WC 07/26/00 03:26 JOBID:  /CEYMS  /23    ROSTER NO OF POSITION-353101
      CM 07/26/00 05:10 SWAP...RJD
      SA 07/26/00 05:10 MX283  RE36 CEYMS  ENG   STARTS AT:          07/26 05:00-C
                        NOTF-07/26 05:00-C PH-816-254-7236
                                           DH-N ST-OK STARTS:
      CM 07/26/00 05:11 ANNULMENT CODE: TC  REASON: SWAP
../26 SN 07/26/00 05:12 NOTF-07/26 05:12-C PH-816-254-7236 VACANCY STEP-00
                                                          REGMAN-4256382388
      WR 07/26/00 05:12 MX283  RE36 AFXAS  ENG     START AT-MX283  07/26 05:00-C
                        CREW REQ: R ACTUAL: R ST-OK
      CM 07/26/00 05:12 SWAP.RJD
      CM 07/26/00 05:12 JOB DESCRIPTION: AFXAS  (OLD MSA
      WC 07/26/00 05:13 JOBID:  /AFXAS  /26    ROSTER NO OF POSITION-353101
      TU 07/26/00 16:47 RLS-07/26 16:50-C  TAT-07/26 16:35-C
                        TIEUP AT-MX125     APHT-
                        DH-N REST-8  XREST-00000 RET-  SHRT-N
                        T/U MLS-0170 CC MLS-01418
      CM 07/26/00 16:47 RLV- 07/26 16:50-C
      CM 07/26/00 16:47 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TS.
      CM 07/26/00 16:47 INITIAL TERMINAL DEPARTURE TIME - 07/26 06:25
      CM 07/26/00 16:47 HIGHEST GENERAL ORDER IN SERVICE UNIT:  00000007
     *DU 07/26/00 16:48 ORG-MX283  DES-MX125  GLF-0 SERVICE-2 SLIP#-***** H150151
                        RECEIVED DATE- 07/26/00
                        SHORT CREW-Y  $015. 05
                        TOTAL PAY FOR THIS TRIP: $   275.63
     *EN 07/26/00 16:48 SSW 009641 UP  009445
      CM 07/26/00 16:48 CLAIMED: 901-Y    926-Y    7W -0010
     *TK 07/26/00 16:48 SLIP-07/26/00   TIME ON DUTY-11:50 STRTIM-10:28 KOT-1
                        MLS PD NR-000 OC-01 ALW-901 $06.00  WEIGHT-0683000
                        STR MILES-170 $  208.43 OVERTIME- 01:22 $   41.15
                        DISTRIBUTION-000 PAY CD-163 TRIP CREDITS-0  FUND PLUS?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: 7W-??:??  REVIEW
     *TX 07/26/00 16:48 ALW-926 $ 05.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
     *CM 07/26/00 16:48 USERID: OTET316
      CM 07/26/00 16:49 FRA DATA ENG  AFXAS  26 MX283  07260500 MX125  07261650
                        MX125  07261650
      CM 07/26/00 16:49 TTOD: 1150
      CM 07/26/00 16:49 USERID: OTET316  LATA: H150151  TASKID: AF
      CM 07/26/00 16:49 UNDISTURBED REST: OFF
      CE 07/26/00 16:49 OLD REST TIME- 00/07/27 00:50-C            LATA-  00000
                        NEW REST TIME- 00/07/27 00:50-C
      DU 07/27/00 09:51 ORG-MX283  DES-MX125  GLF-0 SERVICE-2 SLIP#-XX   HE91395
                        RECEIVED DATE- 07/27/00
                        SHORT CREW-Y  $015. 05
                        TOTAL PAY FOR THIS TRIP: $   275.63
      EN 07/27/00 09:51 SSW 009641 UP  009445
      TK 07/27/00 09:51 SLIP-07/26/00   TIME ON DUTY-11:50 STRTIM-10:28 KOT-1
                        MLS PD NR-000 OC-01 ALW-901 $06.00  WEIGHT-0683000
                        STR MILES-170 $  208.43 OVERTIME- 01:22 $   41.15
                        DISTRIBUTION-000 PAY CD-163 TRIP CREDITS-0  FUND PLUG?-N
      TX 07/27/00 09:51 ALW-926 $ 05.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
      CM 07/27/00 09:51 USERID: OCMS032
      DK 07/27/00 09:52 DECLINATION NUMBER- AL 0726-002   SLIP DATE-07/26/00
                        CHAIRMAN ID- 40101
                        DECLINED:      7W- 00:10       REASON CODE-TI
 ' 7/27 SN 07/27/00 20:05 NOTF-07/27 20:04-C PH-573-474-0627 VACANCY STEP-00
                                                          REGMAN-4296862388
      WR 07/27/00 20:05 MX125  RE36 DH34   ENG     START AT-MX125  07/27 22:02-C
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                        CREW REQ: R ACTUAL: R ST-OK
      CM 07/27/00 20:05 DH SAP.....KAC
      CM 07/27/00 20:05 DH TYPE: SEPARATE AND APART     DH METHOD: TAXI
                        DH REASON: DH
      WC 07/27/00 20:06 JOBID:  /DH34    /27     ROSTER NO OF POSITION-3S3101
                        HELD AWAY TIME- 13:12
      CM 07/27/00 20:29 LIMO SYSTEM CONTROL NUMBER: 00125082
      TU 07/28/00 00:40 RLS-07/28 00:40-C  TAT-07/28 00:30-C
                        TIEUP AT-MX283      AFHT-MX283  RE36
                        DH-N REST-8  XREST-00000 RET-  SHRT-N
                        T/U MLS-0130 CC MLS-01548
      CM 07/28/00 00:40 RLV- 07/28 00:40-C
      CM 07/28/00 00:40 INITIAL TERMINAL DEPARTURE TIME - 07/27 22:03
      CM 07/28/00 00:40 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
      CM 07/28/00 00:40 HIGHEST GENERAL ORDER IN SERVICE UNIT:  00000007
      CM 07/28/00 00:40       =TE AFHT MX283 USE EMPLOYEES PGP AFHT NUMBERS
     *DU 07/28/00 00:41 ORG-MX125  DES-MX283  QLF-T SERVICE-2 SLIP#-***** H791926
                        RECEIVED DATE- 07/28/00
                        TOTAL PAY FOR THIS TRIP: $    156.32
      CM 07/28/00 00:41 CLAIMED: HS -1312 D4 -0200
     *TK 07/28/00 00:41 SLIP-07/27/00    TIME ON DUTY-02:36 STRTIM-02:36 KOT-0
                        MLS PD NR-000 OC-01 ALW-     $00.00  WEIGHT-0001000
                        STR MILES-000 $      .00 OVERTIME- 00:00 $      .00
                        DISTRIBUTION-000 PAY CD-151 TRIP CREDITS-0  FUNC FLUST-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: HS-??:??  REVIEW    D4-08:00 $  156.32
     *TX 07/28/00 00:41 ALW-     $ 00.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
     +CM 07/28/00 00:41 USERID: OTET316
      CM 07/28/00 00:42 FRA DATA ENG DT X MX125  07276200 MX283  07280040 TAXI
      CM 07/28/00 00:42 TIOD: 0000
      DU 07/28/00 08:11 ORG-MX125  DES-MX283  QLF-D SERVICE-2 SLIP#-      HE91895
                        TOTAL PAY FOR THIS TRIP: $    414.25
      TK 07/28/00 08:11 SLIP-07/27/00    TIME ON DUTY-02:36 STRTIM-02:36 KOT-0
                        MLS PD NR-000 OC-01 ALW-     $00.00  WEIGHT-0001000
                        STR MILES-000 $      .00 OVERTIME-100:00 $      .00
                        DISTRIBUTION-000 PAY CD-151 TRIP CREDITS-0  FUNC FLUST-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: HS-13:12 $  257.93 D4-08:00 $  156.32
      TX 07/28/00 08:11 ALW-     $ 00.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
      CM 07/28/00 08:11 USERID: OCMS032
 7/28 SN 07/28/00 07:29 NOTF-07/28 07:28-C PH-816-254-7236 VACANCY STEP-00
                                                          REGMAN-4258882388
      WR 07/28/00 07:29 MX283  RE36 CJRGP  ENG     START AT-MX283  07/28 09:15-C
                        CREW REQ: R ACTUAL: R ST-OK
      WC 07/28/00 07:30 JOBID:  /CJRGP  /26    ROSTER NO OF POSITION-3S3101
      TU 07/28/00 22:14 RLS-07/28 22:10-C  TAT-07/28 22:05-C
                        TIEUP AT-MX125      AFHT-
                        DH-N REST-10 XREST-00000 RET-  SHRT-
                        T/U MLS-0154 CC MLS-01702
      CM 07/28/00 22:14 RLV- 07/28 21:15-C
      CM 07/28/00 22:14 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
      CM 07/28/00 22:14 OTET316  QUICK TIE-UP  H791863
      CM 07/30/00 11:25 HOSV FTU- 07/28 22:10-C     TAT- 07/28 22:05-C
      CM 07/30/00 11:25 HOSV INITIAL TERMINAL DEPARTURE TIME - 07/28 19:33
      CM 07/30/00 11:25 HOSV USERID:  OTET316
      CM 07/30/00 11:25 HOSV RLV- 07/28 21:15-C
     *DU 07/30/00 11:29 ORG-MX283  DES-MX125  QLF-B SERVICE-2 SLIP#-***** HR91724
                        RECEIVED DATE- 07/30/00
                        SHORT CREW-Y  $015.05
                        TOTAL PAY FOR THIS TRIP: $    313.73
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*EN 07/30/00 11:29 UP  006746 SP  000313 UP  007231
 CM 07/30/00 11:29 CLAIMED: 901-Y     926-Y     7W -0055
*TK 07/30/00 11:29 SLIP-07/28/00    TIME ON DUTY-12:00 STRTIM-09:58 KDT-1
                   MLS PD NR-000 OC-01 ALW-901 $06.00  WEIGHT-1245000
                   STR MILES-162 $  198.86 OVERTIME- 02:02 $   61.22
                   DISTRIBUTION-000 PAY CD-174 TRIP CREDITS-0  FUND PLUG?-N
                   CONSTRUCTIVE ALLOWANCES:
                   TIME: 7W-00:55 $   27.60
*TX 07/30/00 11:29 ALW-926 $ 05.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
*CM 07/30/00 11:29 USERID: OTET316
 CM 07/30/00 11:30 FRA DATA ENG  CJRGP  26 MX283  07280915 G 015  07282115
                   MX125  07282210
 CM 07/30/00 11:30 FRA DATA ENG DF X G 015  07282115 MX125  07282210 TAXI
                   FROM SANDY HOOK
 CM 07/30/00 11:30 TTOD: 1200
 CY 07/30/00 11:30 TIE-UP ARBITRARIES/ALLOWANCES SUPPORTING COMMENTS:
    COMMENTS:HOSSED AT SANDY HOOK
 DU 08/01/00 08:19 ORG-MX283  DES-MX125  OLF-R SERVICE-8 SLIP#-      HR91924
                   SHORT CREW-Y  $013.  05
                   TOTAL PAY FOR THIS TRIP: $   313.73
 EN 08/01/00 08:19 UP  006746 SP  000313 UP  007231
 TK 08/01/00 08:19 SLIP-07/28/00    TIME ON DUTY-12:00 STRTIM-09:58 KDT-1
                   MLS PD NR-000 OC-01 ALW-901 $06.00  WEIGHT-1245000
                   STR MILES-162 $  198.86 OVERTIME- 02:02 $   61.22
                   DISTRIBUTION-000 PAY CD-174 TRIP CREDITS-0  FUND PLUG?-N
                   CONSTRUCTIVE ALLOWANCES:
                   TIME: 7W-00:55 $   27.60
 TX 08/01/00 08:19 ALW-926 $ 05.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
 CM 08/01/00 08:19 USERID: OCMS032
7/30 SN 07/30/00 02:26 NOTF-07/30 02:24-C PH-973-474-0627 VACANCY STEP-00
                                                    REGMAN-4288823888
 WR 07/30/00 02:25 MX125  RE36 MASNP  ENG     START AT-MX125  07/30 04:25-C
                   CREW REQ: R ACTUAL: R ST-OK
 CM 07/30/00 02:25 TC.....CDH
 WC 07/30/00 06:26 JOBID:  /MASNP  /29    ROSTER NO OF POSITION-353101
                   HELD AWAY TIME- 14:15
 TU 07/30/00 11:31 RLS-07/30 11:30-C  TAT-07/30 09:55-C
                   TIEUP AT-MX283     AFHT-MX283  RE36
                   DH-N REST-8  XREST-00000 RET-  SHRT-N
                   T/U MLS-0154 CC MLS-01856
 CM 07/30/00 11:31 RLV- 07/30 11:30-C
 CM 07/30/00 11:31 INITIAL TERMINAL DEPARTURE TIME - 07/30 04:50
 CM 07/30/00 11:31 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
 CM 07/30/00 11:31 HIGHEST GENERAL ORDER IN SERVICE UNIT:  00000007
 CM 07/30/00 11:31       =TE AFHT MX283 USE EMPLOYEES PGP AFHT NUMBERS
*DU 07/30/00 11:34 ORG-MX125  DES-MX283  OLF-8 SERVICE-2 SLIP#-***** HR91924
                   RECEIVED DATE- 07/30/00
                   SHORT CREW-Y  $013.  05
                   TOTAL PAY FOR THIS TRIP: $   217.59
*EN 07/30/00 11:34 UP  009537 UP  008774
 CM 07/30/00 11:34 CLAIMED: 926-Y     H5 -1415 F3 -0035
 CM 07/30/00 11:34 FRA DATA ENG  MASNP  29 MX125  07300425 MX283  07301130
                   MX283  07301130
 CM 07/30/00 11:34 TTOD: 0705
 CM 07/30/00 11:34 USERID: OTET316  LATA: HR91924  TASKID: AF
 CM 07/30/00 11:34 UNDISTURBED REST: OFF
*TK 07/30/00 11:34 SLIP-07/30/00    TIME ON DUTY-07:05 STRTIM-07:05 KDT-1
                   MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-0786000
                   STR MILES-154 $  189.29 OVERTIME- 00:00 $      .00
                   DISTRIBUTION-000 PAY CD-165 TRIP CREDITS-1  FUND PLUG?-N
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                                CONSTRUCTIVE ALLOWANCES:
                                TIME: H5-??:??  REVIEW   F3-00:35 $     8.25
      *TX 07/30/00 11:34 ALW-     $ 00.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
      *CM 07/30/00 11:34 USERID: OTET316
       CE 07/30/00 11:34 OLD REST TIME- 00/07/30 19:30-C              LATA-  00000
                         NEW REST TIME- 00/07/30 19:30-C
       DU 07/31/00 11:56 ORG-MX125  DES-MX283  QLF-J SERVICE-2 SLIP#-      HE91395
                         SHORT CREW-Y  $015. 05
                         TOTAL PAY FOR THIS TRIP: $    513.20
       EN 07/31/00 11:56 UP  009527 UP  003774
       TK 07/31/00 11:56 SLIP-07/30/00   TIME ON DUTY-07:05 STRTIM-07:05 KOT-1
                         MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-0786000
                         STR MILES-162 $  198.86 OVERTIME- 00:00 $      .00
                         DISTRIBUTION-000 PAY CD-165 TRIP CREDITS-0  FUND PLUG?-N
                         CONSTRUCTIVE ALLOWANCES:
                         TIME: H5-14:15 $  286.04 F3-00:35 $     8.25
       TX 07/31/00 11:56 ALW-     $ 00.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
       CM 07/31/00 11:56 USERID: OCMS032
07/30  UN 07/30/00 18:20 MX283  RE36 CNAPA  ENG   STARTS AT:          07/30 20:10-C
          NA             NOTF-07/30 18:18-C PH-816-254-7236 VACANCY STEP-00
                                    DH-N                        REGMAN-4286882888
          UN 07/30/00 18:20 MX283  RE36 CNAPA  ENG   STARTS AT:          07/30 20:10-C
             ML          NOTF-07/30 18:19-C PH-573-443-9866 VACANCY STEP-00
                                    DH-N                        REGMAN-4286882888
          CM 07/30/00 18:20 NO ANSWER.........KAC
          CM 07/30/00 18:20 PAGED.............KAC
          CM 07/30/00 18:20 JOB DESCRIPTION:
          SN 07/30/00 18:22 NOTF-07/30 18:22-C PH-816-254-7236 VACANCY STEP-00
                                                        REGMAN-4286882888
          WP 07/30/00 18:22 MX283  RE36 CNAPA  ENG     START AT-MX283  07/30 20:10-C
                         CREW REQ: R ACTUAL: R ST-OK
          CM 07/30/00 18:22 CITC.........KAC
          WC 07/30/00 18:23 JOBID:  /CNAPA  /29    ROSTER NO OF POSITION-353101
          TU 07/31/00 04:12 RLS-07/31 04:15-C  TAT-07/31 03:45-C
                         TIEUP AT-MX125     AFHT-
                         DH-N REST-8  XREST-00000 RET-  SHRT-N
                         T/U MLS-0162 CC MLS-02018
          CM 07/31/00 04:12 RLV- 07/31 04:15-C
          CM 07/31/00 04:12 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
          CM 07/31/00 04:12 INITIAL TERMINAL DEPARTURE TIME - 07/30 21:15
          CM 07/31/00 04:12 HIGHEST GENERAL ORDER IN SERVICE UNIT:  000000007
         *DU 07/31/00 04:15 ORG-MX283  DES-MX125  QLF-R SERVICE-2 SLIP#-**** H091419
                         RECEIVED DATE- 07/31/00
                         SHORT CREW-Y  $015. 05
                         TOTAL PAY FOR THIS TRIP: $    224.91
         *EN 07/31/00 04:15 UP  006546 UP  006659 UP  006815
          CM 07/31/00 04:15 CLAIMED: 901-Y    926-Y    I2 -0005
          CM 07/31/00 04:15 FRA DATA ENG  CNAPA  29 MX283  07302010 MX125  07310415
                         MX125  07310415
          CM 07/31/00 04:15 TTOD: 0805
          CM 07/31/00 04:15 USERID: OTET316  LATA: H091419  TASKID: AF
          CM 07/31/00 04:15 UNDISTURBED REST: OFF
         *TK 07/31/00 04:15 SLIP-07/30/00   TIME ON DUTY-08:05 STRTIM-08:05 KOT-1
                         MLS PD NR-000 OC-01 ALW-901 $06.00  WEIGHT-1245000
                         STR MILES-162 $  198.86 OVERTIME- 00:00 $      .00
                         DISTRIBUTION-000 PAY CD-174 TRIP CREDITS-0  FUND PLUG?-N
                         CONSTRUCTIVE ALLOWANCES:
                         TIME: I2-??:??  REVIEW
         *TX 07/31/00 04:15 ALW-926 $ 05.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
         *CM 07/31/00 04:15 USERID: OTET316
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    CE 07/31/00 04:15 OL  REST TIME- 00/07/31 12:15                    LATA-  00000
                      NEW REST TIME- 00/07/31 12:15-C
    DU 07/31/00 13:25 ORG-MX283  DES-MX125  QLF-R SERVICE-2 SLIP#-XX    HE91395
                      RECEIVED DATE- 07/31/00
                      SHORT CREW-Y  $015. 05
                      TOTAL PAY FOR THIS TRIP: $   224.91
    EN 07/31/00 13:25 UP  006546 UP  006659 UP  006815
    TK 07/31/00 13:25 SLIP-07/30/00   TIME ON DUTY-08:05 STRTIM-08:05 KOT-1
                      MLS PD NR-000 OC-01 ALW-901 $06.00  WEIGHT-1245000
                      STR MILES-162 $  198.86 OVERTIME- 00:00 $     .00
                      DISTRIBUTION-000 PAY CD-174 TRIP CREDITS-0  FUND PLUG?-N
    TX 07/31/00 13:25 ALW-926 $ 05.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
    CM 07/31/00 13:25 USERID: OCMS032
    DK 07/31/00 13:26 DECLINATION NUMBER- AL 0730-010   SLIP DATE-07/30/00
                      CHAIRMAN ID- 40101
                      DECLINED:       I2- 00:05        REASON CODE-ID
9/01 SN 08/01/00 16:17 NOTF-08/01 16:16-C PH-573-474-0627 VACANCY STEP-00
                                                        REGMAN-4259022000
    WR 08/01/00 16:17 MX125  RE36 CAENA  ENG     START AT-MX125  08/01 18:15-C
                      CREW REQ: R ACTUAL: R ST-OK
    CM 08/01/00 16:17 TC..RJD
    CM 08/01/00 16:17 RECREW REASON: LF
    NC 08/01/00 16:18 JOBID:  /CAENA  /01    ROSTER NO OF POSITION-359191
                      HELD AWAY TIME- 22:00
    TU 08/02/00 00:31 RLS-08/02 20:40-C  TAT-08/01 20:50-C
                      TIEUP AT-MX283     AFHT-MX283  RE36
                      DH-N REST-8  XREST-00000 RET-  SHRT-N
                      T/U MLS-0154 OC MLS-02172
    CM 08/02/00 00:36 RLV- 08/02 00:40-C
    CM 08/02/00 00:36 INITIAL TERMINAL DEPARTURE TIME - 08/01 20:00
    CM 08/02/00 00:36 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
    CM 08/02/00 00:36 HIGHEST GENERAL ORDER IN SERVICE UNIT:  00000007
    CM 08/02/00 00:36       =TE AFHT MX283 USE EMPLOYEES PGP AFHT NUMBERS
   *DU 08/02/00 00:37 ORG-MX125  DES-MX283  QLF-B SERVICE-2 SLIP#-**** H991959
                      RECEIVED DATE- 08/02/00
                      SHORT CREW-Y  $015. 05
                      TOTAL PAY FOR THIS TRIP: $   209.34
   *EN 08/02/00 00:37 UP  008221 UP  006603 UP  008171
    CM 08/02/00 00:37 CLAIMED: 926-Y     H5 -2200
   *TK 08/02/00 00:37 SLIP-08/01/00   TIME ON DUTY-06:25 STRTIM-06:25 KOT-1
                      MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-1245000
                      STR MILES-154 $  189.29 OVERTIME- 00:00 $     .00
                      DISTRIBUTION-000 PAY CD-174 TRIP CREDITS-0  FUND PLUG?-N
                      CONSTRUCTIVE ALLOWANCES:
                      TIME: H5-??:??  REVIEW
   *TX 08/02/00 00:37 ALW-     $ 00.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
   *CM 08/02/00 00:37 USERID: OTET316
    CM 08/02/00 00:38 FRA DATA ENG  CAENA  01 MX125  08011815 MX283  08020040
                      MX283  08020040
    CM 08/02/00 00:38 TTOD: 0625
    CM 08/02/00 00:38 USERID: OTET316  LATA: H991959  TASKID: AF
    CM 08/02/00 00:38 UNDISTURBED REST: OFF
    CE 08/02/00 00:38 OLD REST TIME- 00/08/02 08:40-C                  LATA-  00000
                      NEW REST TIME- 00/08/02 08:40-C
    DU 08/04/00 11:01 ORG-MX125  DES-MX283  QLF-B SERVICE-2 SLIP#-      HE91395
                      SHORT CREW-Y  $015. 05
                      TOTAL PAY FOR THIS TRIP: $   650.95
    EN 08/04/00 11:01 UP  008221 UP  006603 UP  008171
    TK 08/04/00 11:01 SLIP-08/01/00   TIME ON DUTY-06:25 STRTIM-06:25 KOT-1
                      MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-1245000
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                                S   MILES-154 $  189.29 OVERTIME- 00:00 $      .00
                                DISTRIBUTION-000 PAY CD-174 TRIP CREDITS-0  FUND PLUG?-N
                                CONSTRUCTIVE ALLOWANCES:
                                TIME: H5-22:00 $  441.61
          TX 08/04/00 11:01 ALW-     $ 00.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
          CM 08/04/00 11:01 USERID: OCMS032
 3/02     SN 08/02/00 08:00 NOTF-08/02 07:59-C PH-816-254-7236 VACANCY STEP-00
                                                                  REGMAN-4288882388
          WR 08/02/00 08:00 MX283  RE36 ILADU  ENG     START AT-MX283  08/02 10:00-C
                                CREW REQ: R ACTUAL: R ST-OK
          WC 08/02/00 08:01 JOBID:  /ILADU  /30    ROSTER NO OF POSITION-353101
          TU 08/02/00 21:46 RLS-08/02 21:45-C  TAT-08/02 20:10-C
                                TIEUP AT-MX125     AFHT-
                                DH-N REST-8  XREST-00000 RET-  SHRT-N
                                T/U MLS-0170 CC MLS-02342
          CM 08/02/00 21:46 RLV- 08/02 21:45-C
          CM 08/02/00 21:46 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
          CM 08/02/00 21:46 INITIAL TERMINAL DEPARTURE TIME - 08/08 15:00
          CM 08/02/00 21:46 HIGHEST GENERAL ORDER IN SERVICE UNIT:  0000-0007
         *DU 08/02/00 21:48 ORG-MX283  DES-MX125  OLF-0 SERVICE-2 SLIP#-****** -150151
                                RECEIVED DATE- 08/02/00
                                SHORT CREW-Y  $015. 05
                                TOTAL PAY FOR THIS TRIP: $   273.12
         *EN 08/02/00 21:48 UP  005715 UP  003412 UP  006179
          CM 08/02/00 21:48 CLAIMED: 901-Y    926-Y    12 -01:45 F3 -0035
          CM 08/02/00 21:48 FRA DATA ENG  ILADU  30 MX283  08021000 MX125  08022145
                                MX125  08022145
          CM 08/02/00 21:48 TTOD: 1145
          CM 08/02/00 21:48 USERID: OTET316  LATA: H150151  TASKID: AF
          CM 08/02/00 21:48 UNDISTURBED REST: OFF
         *TK 08/02/00 21:48 SLIP-08/02/00   TIME ON DUTY-11:45 STRTIM-10:28 KOT-1
                                MLS PD NR-000 OC-01 ALW-901 $06.00  WEIGHT-1074581
                                STR MILES-170 $  208.43 OVERTIME- 01:17 $   38.64
                                DISTRIBUTION-000 PAY CD-171 TRIP CREDITS-0  FUND PLUG?-N
                                CONSTRUCTIVE ALLOWANCES:
                                TIME: I2-01:45  REVIEW   F3-00:35  REVIEW
         *TX 08/02/00 21:48 ALW-926 $ 05.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
         *CM 08/02/00 21:48 USERID: OTET316
          CE 08/02/00 21:48 OLD REST TIME- 00/08/03 05:45-C              LATA-  00000
                                NEW REST TIME- 00/08/03 05:45-C
          CY 08/02/00 21:49 TIE-UP ARBITRARIES/ALLOWANCES SUPPORTING COMMENTS:
            COMMENTS:TRAIN DEPARTED OUT OF ARMOURDALE YD.
          DU 08/07/00 10:20 ORG-MX283  DES-MX125  OLF-0 SERVICE-2 SLIP#-XX   HE91395
                                RECEIVED DATE- 08/07/00
                                SHORT CREW-Y  $015. 05
                                TOTAL PAY FOR THIS TRIP: $   273.12
          EN 08/07/00 10:20 UP  005715 UP  003412 UP  006179
          DK 08/07/00 10:20 DECLINATION NUMBER- AL 0802-005   SLIP DATE-08/02/00
                                CHAIRMAN ID- 40101
                                DECLINED:       I2- 01:45       REASON CODE-IO
                                DECLINED:       F3- 00:35       REASON CODE-XN
          TK 08/07/00 10:20 SLIP-08/02/00   TIME ON DUTY-11:45 STRTIM-10:28 KOT-1
                                MLS PD NR-000 OC-01 ALW-901 $06.00  WEIGHT-1074581
                                STR MILES-170 $  208.43 OVERTIME- 01:17 $   38.64
                                DISTRIBUTION-000 PAY CD-171 TRIP CREDITS-0  FUND PLUG?-N
          TX 08/07/00 10:20 ALW-926 $ 05.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
          CM 08/07/00 10:20 USERID: OCMS032
 3/03     UN 08/03/00 15:47 MX125  RE36 WGHTPB ENG   STARTS AT: MX125  08/03 18:00-C
             RJ               NOTF-08/03 15:47-C PH-573-474-0627 VACANCY STEP-04
                              ASGN-MX125  RE36 DH-N                 REGMAN-4505497764
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      CM 08/03/00 15:47
08/04 SN 08/04/00 00:17 NOTF-08/04 00:15-C PH-573-474-0627 VACANCY STEP-00
                                                          REGMAN-428882388
      WR 08/04/00 00:17 MX125  RE36 CWLAT  ENG     START AT-MX125  08/04 02:15-C
                        CREW REQ: R ACTUAL: R ST-OK
      CM 08/04/00 00:17 TC.........RDW
      WC 08/04/00 00:18 JOBID: 2/CWLAT  /02    ROSTER NO OF POSITION-353101
                        HELD AWAY TIME- 12:30
      TU 08/04/00 10:48 RLS-08/04 10:50-C  TAT-08/04 09:30-C
                        TIEUP AT-MX283      AFHT-MX283  RE36
                        DH-N REST-8  XREST-00000 RET-  SHRT-N
                        T/U MLS-0154 CC MLS-02496
      CM 08/04/00 10:48 RLV- 08/04 10:50-C
      CM 08/04/00 10:48 UNDISTURBED REST: 1000 HRS
      CM 08/04/00 10:48 INITIAL TERMINAL DEPARTURE TIME - 08/04 03:00
      CM 08/04/00 10:48 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
      CM 08/04/00 10:48 HIGHEST GENERAL ORDER IN SERVICE UNIT:  00000000T
      CM 08/04/00 10:48       =TE AFHT MX283 USE EMPLOYEES PRP SPLT NUMBERS
     *DU 08/04/00 10:50 ORG-MX125  DES-MX283  QLF-B SERVICE-2 SLIP#-4444 H991959
                        RECEIVED DATE- 08/04/00
                        SHORT CREW-Y  $015. 05
                        TOTAL PAY FOR THIS TRIP: $   214.05
     *EN 08/04/00 10:50 UP  007230 UP  008019 UP  007209
      CM 08/04/00 10:50 CLAIMED: 926-Y    H5 -1230 F3 -0020
      CM 08/04/00 10:50 FSA DATA ENS ECWLAT  02 AK:00  ASA-SCAC MX283  08A-1050
                        MX283  08041050
      CM 08/04/00 10:50 TTOD: 0835
      CM 08/04/00 10:50 USERID: OTET316  LATA: H991959  TASKID: AF
      CM 08/04/00 10:50 UNDISTURBED REST: ON
     *TK 08/04/00 10:50 SLIP-08/04/00   TIME ON DUTY-08:35 STRTIM-08:35 KOT-1
                        MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-1245000
                        STR MILES-154 $  189.29 OVERTIME- 00:00 $     .00
                        DISTRIBUTION-000 PAY CD-174 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: H5-??:??  REVIEW   F3-00:20 $    4.71
     *TX 08/04/00 10:50 ALW-    $ 00.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
     *CM 08/04/00 10:50 USERID: OTET316
      CE 08/04/00 10:50 OLD REST TIME- 00/08/04 20:50-C              LATA-  00000
                        NEW REST TIME- 00/08/04 20:50-C
      DU 08/08/00 11:09 ORG-MX125  DES-MX283  QLF-B SERVICE-2 SLIP#-     HE91395
                        SHORT CREW-Y  $015. 05
                        TOTAL PAY FOR THIS TRIP: $   464.96
      EN 08/08/00 11:09 UP  007230 UP  008019 UP  007209
      TK 08/08/00 11:09 SLIP-08/04/00   TIME ON DUTY-08:35 STRTIM-08:35 KOT-1
                        MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-1245000
                        STR MILES-154 $  189.29 OVERTIME- 00:00 $     .00
                        DISTRIBUTION-000 PAY CD-174 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: H5-12:30 $  250.91 F3-00:20 $    4.71
      TX 08/08/00 11:09 ALW-    $ 00.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
      CM 08/08/00 11:09 USERID: OCMS032
08/04 UN 08/04/00 20:56 MX283  RE36 CNANT  ENG   STARTS AT:        08/04 22:45-C
         NA             NOTF-08/04 20:55-C PH-316-264-7236 VACANCY STEP-00
                                  DH-N                    REGMAN-428882388
      UN 08/04/00 20:56 MX283  RE36 CNANT  ENG   STARTS AT:        08/04 22:45-C
         ML             NOTF-08/04 20:56-C PH-573-443-9266 VACANCY STEP-00
                                  DH-N                    REGMAN-428882388
      CM 08/04/00 20:56 NO ANSWER.........KAC
      CM 08/04/00 20:56 PAGED.........KAC
      CM 08/04/00 20:56 JOB DESCRIPTION:
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      SN 08/04/00 21:02 NOTF-08/04 21:02-C PH-816-254-7236 VACANCY STEP-00
                                                          REGMAN-428882388
      CM 08/04/00 21:02 CITC.........KAC
      WC 08/04/00 21:03 JOBID:  /CNANT  /02    ROSTER NO OF POSITION-353101
      CM 08/04/00 22:19 SWAPPED.......KAC
      SA 08/04/00 22:19 MX283  RE36 CNANT  ENG   STARTS AT:          08/04 22:45-C
                        NOTF-08/04 22:10-C PH-816-254-7236
                                           DH-N ST-OK STARTS:
      CM 08/04/00 22:20 ANNULMENT CODE: MD  REASON: SWAPPED
 3/04 SN 08/04/00 22:20 NOTF-08/04 22:20-C PH-816-254-7236 VACANCY STEP-00
                                                          REGMAN-428882388
      WR 08/04/00 22:20 MX283  RE36 IGNMN7 ENG     START AT-MX283  08/04 22:45-C
                        CREW REQ: R ACTUAL: R ST-OK
      CM 08/04/00 22:20 FIX/SWAPPED.........KAC
      WC 08/04/00 22:21 JOBID:  /IGNMN7 /30    ROSTER NO OF POSITION-353101
      TU 08/05/00 06:31 RLS-08/05 06:30-C  TAT-08/05 04:15-C
                        TIEUP AT-MX125      AFHT-
                        DH-N REST-8  XREST-00000 RET-  SHRT-N
                        T/U MLS-0162 CC MLS-02658
      CM 08/05/00 06:31 RLV- 08/05 06:30-C
      CM 08/05/00 06:31 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
      CM 08/05/00 06:31 INITIAL TERMINAL DEPARTURE TIME - 08/04 23:30
      CM 08/05/00 06:31 HIGHEST GENERAL ORDER IN SERVICE UNIT:  00000007
      DU 08/05/00 06:32 ORG-MX283  DES-MX125  OLF-W SERVICE-2 SLIP#-***** H150151
                        RECEIVED DATE- 08/05/00
                        SHORT CREW-Y  $015. 05
                        TOTAL PAY FOR THIS TRIP: $   842.58
      EN 08/05/00 06:32 UP  009292 SP  009810 SP  009823
      CM 08/05/00 06:32 CLAIMED: 901-Y    926-Y    F3 -0115
      TK 08/05/00 06:32 SLIP-08/04/00   TIME ON DUTY-07:45 STRTIM-07:45 PCT-1
                        MLS PD NR-000 OC-01 ALW-901 $06.00  WEIGHT-1188000
                        STR MILES-122 $  195.58 OVERTIME- 00:00 $     .00
                        DISTRIBUTION-000 PAY CD-173 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: F3-01:15 $   17.67
      TX 08/05/00 06:32 ALW-926 $ 05.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
      CM 08/05/00 06:32 USERID: OTET316
      CM 08/05/00 06:33 FRA DATA ENG  IGNMN7 30 MX283  08042245 MX125  08050630
                        MX125  08050630
      CM 08/05/00 06:33 TTOD: 0745
      CM 08/05/00 06:33 USERID: OTET316  LATA: H150151  TASKID: AF
      CM 08/05/00 06:33 UNDISTURBED REST: OFF
      CE 08/05/00 06:33 OLD REST TIME- 00/08/05 14:30-C              LAT-
                        NEW REST TIME- 00/08/05 14:30-C
 3/05 UN 08/05/00 19:00 MX125  RE36 CWLAT  ENG   STARTS AT: MX125  08/05 20:50-C
      RJ                NOTF-08/05 19:00-C PH-573-474-0627 VACANCY STEP-04
                        ASGN-MX125  RE36 DH-N                REGMAN-430965191
      CM 08/05/00 19:00                        S-04
08/06 SN 08/06/00 03:46 NOTF-08/06 03:46-C PH-573-474-0627 VACANCY STEP-00
                                                          REGMAN-428882388
      WR 08/06/00 03:46 MX125  RE36 COVAT  ENG     START AT-MX125  08/06 05:45-C
                        CREW REQ: R ACTUAL: R ST-OK
      CM 08/06/00 03:46 TC.....................CDH
      WC 08/06/00 03:47 JOBID:  /COVAT  /01    ROSTER NO OF POSITION-353101
                        HELD AWAY TIME- 07:15
      TU 08/06/00 13:14 RLS-08/06 13:15-C  TAT-08/06 12:40-C
                        TIEUP AT-MX283      AFHT-MX283  RE36
                        DH-N REST-8  XREST-00000 RET-  SHRT-N
                        T/U MLS-0154 CC MLS-02912
      CM 08/06/00 13:14 RLV- 08/06 13:15-C
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      CM 08/06/00 13:14 INITIAL TERMINAL DEPARTURE TIME - 08/06 06:00
      CM 08/06/00 13:14 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
      CM 08/06/00 13:14 HIGHEST GENERAL ORDER IN SERVICE UNIT:  00000007
      CM 08/06/00 13:14       =TE AFHT MX283 USE EMPLOYEES PSP AFHT NUMBERS
     *DU 08/06/00 13:16 ORG-MX125  DES-MX283  OLF-8 SERVICE-2 SLIP#-***** H6266681
                        RECEIVED DATE- 08/06/00
                        SHORT CREW-Y  $015. 05
                        TOTAL PAY FOR THIS TRIP: $   209.34
     *EN 08/06/00 13:16 UP  006544 UP  006779 UP  008114
      CM 08/06/00 13:16 CLAIMED: 926-Y    H5 -0715
      CM 08/06/00 13:16 FRA DATA ENG  COVAT  01 MX125  08060545 MX283  08061315
                        MX283  08061315
      CM 08/06/00 13:16 TTCD: 0730
      CM 08/06/00 13:16 USERID: OTET316  LATA: H6266681  TASKID: AF
      CM 08/06/00 13:16 UNDISTURBED REST: OFF
     *TK 08/06/00 13:16 SLIP-08/06/00   TIME ON DUTY-07:30 STRTIM-07:30 KOT-1
                        MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-1245000
                        STR MILES-154 $  189.29 OVERTIME- 00:00 $      .00
                        DISTRIBUTION-000 PAY CD-174 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: H5-??:??  REVIEW
     *TX 08/06/00 13:16 ALW-    $ 00.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
     *CM 08/06/00 13:16 USERID: OTET316
      CE 08/06/00 13:16 OLD REST TIME- 00/08/06 21:15-C              LATA-  00000
                        NEW REST TIME- 00/08/06 21:15-C
      DU 08/09/00 08:30 ORG-MX125  DES-MX283  OLF-8 SERVICE-2 SLIP#-      HE91395
                        SHORT CREW-Y  $015. 05
                        TOTAL PAY FOR THIS TRIP: $   354.87
      EN 08/09/00 08:30 UP  006544 UP  006779 UP  008114
      TK 08/09/00 08:30 SLIP-08/06/00   TIME ON DUTY-07:30 STRTIM-07:30 KOT-1
                        MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-1245000
                        STR MILES-154 $  189.29 OVERTIME- 00:00 $      .00
                        DISTRIBUTION-000 PAY CD-174 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: H5-07:15 $  145.58
      TX 08/09/00 08:30 ALW-    $ 00.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
      CM 08/09/00 08:30 USERID: OCMS082
 8/07 SN 08/07/00 01:31 NOTF-08/07 01:39-C PH-816-254-7236 VACANCY STEP-00
                                                          REGMAN-428882389
      CM 08/07/00 01:31 TC.........RDW
      NC 08/07/00 01:32 JOBID:  /CNAWL  /04    ROSTER NO OF POSITION-353101
      CM 08/07/00 02:39 SWAPPED TO HG/CCVCS/28....RDW
      SA 08/07/00 02:39 MX283  RE36 CNAWL  ENG   STARTS AT:        08/07 03:30-C
                        NOTF-08/07 00:00-C PH-816-254-7236
                                      DH-N ST-OK STARTS:
      CM 08/07/00 02:40 ANNULMENT CODE: DU  REASON: SWAPPED
 8/07 SN 08/07/00 02:41 NOTF-08/07 00:00-C PH-816-254-7236 VACANCY STEP-00
                                                *POB CREW* REGMAN-428882389
      WR 08/07/00 02:41 MX283  RE36 CCVCS  ENG     START AT-MX283  08/07 03:30-C
                        CREW REQ: R ACTUAL: R ST-OK
      CM 08/07/00 02:41 RECREW REASON: MW
      CM 08/07/00 02:41 JOB DESCRIPTION: =BM
      NC 08/07/00 02:42 JOBID:  /CCVCS  /35    ROSTER NO OF POSITION-353101
      CM 08/07/00 02:42 LIMO SYSTEM CONTROL NUMBER: 00246727
      TU 08/07/00 13:16 RLS-08/07 13:15-C  TAT-08/07 12:45-C
                        TIEUP AT-MX125     AFHT-
                        DH-N REST-8  XREST-00000 RET-  SHRT-N
                        T/U MLS-0162 CC MLS-02974
      CM 08/07/00 13:16 RLV- 08/07 13:15-C
      CM 08/07/00 13:16 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
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    CM 08/07/00 13:16 INITIAL TERMINAL DEPARTURE TI - 08/07 04:00
    CM 08/07/00 13:16 HIGHEST GENERAL ORDER IN SERVICE UNIT:  00000007
   *DU 08/07/00 13:18 ORG-MX283  DES-MX125  OLF-W SERVICE-2 SLIP#-***** H091419
                      RECEIVED DATE- 08/07/00
                      SHORT CREW-Y  $015. 05
                      TOTAL PAY FOR THIS TRIP: $   230.91
   *EN 08/07/00 13:18 UP  006566 UP  006646
    CM 08/07/00 13:18 CLAIMED: 902-Y    926-Y
    CM 08/07/00 13:18 FRA DATA ENG  CCVCS  28 MX283  08070330 MX125  08071315
                      MX125  08071315
    CM 08/07/00 13:18 TTOD: 0945
    CM 08/07/00 13:18 USERID: OTET316  LATA: H091419  TASKID: AF
    CM 08/07/00 13:18 UNDISTURBED REST: OFF
   *TK 08/07/00 13:18 SLIP-08/07/00   TIME ON DUTY-09:45 STRTIM-09:45 OUT-1
                      MLS PD NR-000 OC-01 ALW-902 $12.00  WEIGHT-0830000
                      STR MILES-162 $  198.86 OVERTIME- 00:00 $      .00
                      DISTRIBUTION-000 PAY CD-166 TRIP CREDITS-0  FUND PLUG?-N
   *TK 08/07/00 13:18 ALW-926 $ 05.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
   *CM 08/07/00 13:18 USERID: OTET316
    CE 08/07/00 13:18 OLD REST TIME- 00/08/07 21:15-C              LATE-  00000
                      NEW REST TIME- 00/08/07 21:15-C
    DU 08/09/00 13:06 ORG-MX283  DES-MX125  OLF-W SERVICE-2 SLIP#-      H091293
                      SHORT CREW-Y  $015. 05
                      TOTAL PAY FOR THIS TRIP: $   230.91
    EN 08/09/00 13:06 UP  006566 UP  006646
    TK 08/09/00 13:06 SLIP-08/07/00   TIME ON DUTY-09:45 STRTIM-09:45 OUT-1
                      MLS PD NR-000 OC-01 ALW-902 $12.00  WEIGHT-0830000
                      STR MILES-162 $  198.86 OVERTIME- 00:00 $      .00
                      DISTRIBUTION-000 PAY CD-166 TRIP CREDITS-0  FUND PLUG?-N
    TK 08/09/00 13:06 ALW-926 $ 05.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
    CM 08/09/00 13:06 USERID: OCM8032
02/08 CM 08/08/00 09:04 FRA HOD/OJT ATTENDED:08/06/00   P
06/08 SN 08/08/00 10:46 NOTF-08/08 10:44-C PH-573-474-0627 VACANCY STEP-00
                                                  RESMAN-4200002089
    WR 08/08/00 10:46 MX125  RE36 MESNP  ENG     START AT-MX125  08/08 12:45-C
                      CREW REQ: R ACTUAL: R ST-OK
    CM 08/08/00 10:46 DH CS GET TRAIN AT BONNOTS JCT
    CM 08/08/00 10:46 JOB DESCRIPTION: =BM
    WC 08/08/00 10:47 JOBID:  /MESNP  /07    ROSTER NO OF POSITION-353101
                      HELD AWAY TIME- 07:30
    TU 08/09/00 22:01 RLS-08/08 22:10-C  TAT-08/08 20:45-C
                      TIEUP AT-MX283     AFHT-MX283  RE36
                      DH-N REST-8  XREST-00000 RET-  SHRT-N
                      T/U MLS-0154 CC MLS-03128
    CM 08/08/00 22:01 RLV- 08/08 22:10-C
    CM 08/08/00 22:01 INITIAL TERMINAL DEPARTURE TIME - 08/08 14:45
    CM 08/08/00 22:01 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
    CM 08/08/00 22:01 HIGHEST GENERAL ORDER IN SERVICE UNIT:  00000007
    CM 08/08/00 22:01       =TE AFHT MX283 USE EMPLOYEES PGP AFHT NUMBERS
   *DU 08/08/00 22:07 ORG-MX125  DES-MX283  OLF-B SERVICE-2 SLIP#-***** WS84434
                      RECEIVED DATE- 08/08/00
                      SHORT CREW-Y  $015. 05
                      TOTAL PAY FOR THIS TRIP: $   225.33
   *EN 08/08/00 22:07 UP  009180 UP  009616
    CM 08/08/00 22:07 CLAIMED: 926-Y    H5 -0730 I2 -0045 F3 -0025
   *TK 08/08/00 22:07 SLIP-08/08/00   TIME ON DUTY-09:25 STRTIM-09:25 OUT-1
                      MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-0806000
                      STR MILES-154 $  189.29 OVERTIME- 00:00 $      .00
                      DISTRIBUTION-000 PAY CD-166 TRIP CREDITS-0  FUND PLUG?-N
                      CONSTRUCTIVE ALLOWANCES:
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                        T  E: H5-??:??  REVIEW    12-0  45 $    10.60
     *TK 08/08/00 22:07 ALW-     $ 00.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
     *CM 08/08/00 22:07 USERID: OTET316
     *LN 08/08/00 22:07 SERV-2  TRIPS-0    ALW-     $00.00  DISTB-000 PAY CODE-166
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: F3-00:25 $     5.89
      CM 08/08/00 22:08 FRA DATA ENG  MESNP  07 MX125  08081245 MX283  08082210
                        MX283  08082210
      CM 08/08/00 22:08 TTCD: 0925
      CM 08/08/00 22:08 USERID: OTET316  LATA: HG26634  TASKID: AF
      CM 08/08/00 22:08 UNDISTURBED REST: OFF
      CY 08/08/00 22:08 TIE-UP ARBITRARIES/ALLOWANCES SUPPORTING COMMENTS:
        COMMENTS:CLAIM 4 HRS ACCT CALLED IN COMBINED SERVICE
      DE 08/08/00 22:08 OLD REST TIME- 00/08/09 06:10-C              LATA-  04000
                        NEW REST TIME- 00/08/09 06:10-C
        TO DEADHEAD TO M.P.117 BONNOTS JCT. TO GET TRAIN WHIC
        H WAS EAST OF GOFF.CITY.
      DL 08/09/00 14:42 ORG-MX125  DES-MX283  OLF-E SERVICE-2 SLIP#-      -6P1272
                        SHORT CREW-Y  $015. 05
                        TOTAL PAY FOR THIS TRIP: $   454.54
      EN 08/09/00 14:42 UP  009180 UP  009616
      TK 08/09/00 14:42 SLIP-08/08/00   TIME ON DUTY-09:25 STRTIM-09:35 KOT-1
                        MLS PD NR-000 OC-01 ALW-986 $05.00  WEIGHT-0806000
                        STR MILES-154 $  189.29 OVERTIME- 00:00 $      .00
                        DISTRIBUTION-000 PAY CD-156 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: H5-07:30 $  150.55 I2-00:45 $   10.60
      TK 08/09/00 14:42 ALW-     $ 00.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
      CM 08/09/00 14:42 USERID: OOMS032
      LN 08/09/00 14:42 SERV-2  TRIPS-0    ALW-     $00.00  DISTB-000 PAY CODE-166
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: F3-00:25 $     5.89
      LN 08/09/00 14:42 SERV-2 TRIPS-0 RUN CODE:           DISTB-000 PAY COD-X151
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: U4-04:00 $    78.16
08/09 SN 08/09/00 06:20 NOTF-08/09 06:19-C PH-816-354-7236 VACANCY STEP-00
                                                        REGMAN-4286882380
      NR 08/09/00 06:20 MX283  REG6 CNAAE  ENG      START AT-MX283  08/09 08:00-C
                        CREW REQ: R ACTUAL: R ST-OK
      WC 08/09/00 06:21 JOBID:  /CNAAE  /07    ROSTER NO OF POSITION-353101
      TU 08/09/00 18:47 RLS-08/09 18:45-C  TAT-08/09 17:55-C
                        TIEUP AT-MX125      AFHT-
                        DH-N REST-8  XREST-00000 RET-  SHRT-N
                        T/U MLS-0162 CC MLS-03290
      CM 08/09/00 18:47 RLV- 08/09 18:45-C
      CM 08/09/00 18:47 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
      CM 08/09/00 18:47 INITIAL TERMINAL DEPARTURE TIME - 08/09 09:25
      CM 08/09/00 18:47 HIGHEST GENERAL ORDER IN SERVICE UNIT:  00000007
     *DU 08/09/00 18:48 ORG-MX283  DES-MX125  OLF-W SERVICE-2 SLIP#-**** H440415
                        RECEIVED DATE- 08/09/00
                        SHORT CREW-Y  $015. 05
                        TOTAL PAY FOR THIS TRIP: $   848.49
     *EN 08/09/00 18:48 UP  008184 SP  000205 UP  006506
      CM 08/09/00 18:48 OLF-IMED: 901-Y    926-Y    7W -0410
     *TK 08/09/00 18:48 SLIP-08/09/00   TIME ON DUTY-10:45 STRTIM-09:58 KOT-1
                        MLS PD NR-000 OC-01 ALW-901 $06.00  WEIGHT-1245000
                        STR MILES-162 $  198.86 OVERTIME- 00:47 $   23.58
                        DISTRIBUTION-000 PAY CD-174 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: 7W-??:??  REVIEW
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*TX 08/07/00 19:48  ALW-926 $ 05.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
*CM 08/09/00 18:48 USERID: OTET316
 CM 08/09/00 18:49 FRA DATA ENG  CNAAE  07 MX283  08090800 MX125  08091845
                   MX125  08091845
 CM 08/09/00 18:49 TTOD: 1045
 CM 08/09/00 18:49 USERID: OTET316  LATA: H440415  TAXID: AF
 CM 08/09/00 18:49 UNDISTURBED REST: OFF
 CE 08/09/00 18:49 OLD REST TIME- 00/08/10 02:45-C                LATA-  00000
                   NEW REST TIME- 00/08/10 02:45-C
 DU 08/10/00 12:10 ORG-MX283  DES-MX125  QLF-W SERVICE-2 SLIP#-XX   HE91395
                   RECEIVEE DATE- 08/10/00
                   SHORT CREW-Y  $015. 05
                   TOTAL PAY FOR THIS TRIP: $   248.49
 EN 08/10/00 12:10 UP  000184 SP  000205 UP  006506
 TK 08/10/00 12:10 SLIP-08/09/00   TIME ON DUTY-10:45 STRTIM-09:56 KOT-1
                   MLS PD NR-000 OC-01 ALW-901 $06.00  WEIGHT-1245000
                   STR MILES-162 $  198.86 OVERTIME- 00:47 $   83.58
                   DISTRIBUTION-000 PAY CD-174 TRIP CREDITS-0  FUND PLUG?-N
 TX 08/10/00 12:10 ALW-926 $ 05.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
 CM 08/10/00 12:10 USERID: OCM8062
 DN 08/10/00 12:11 DECLINATION NUMBER- AL 0809-006   SLIP DATE-08/09/00
                   CHAIRMAN ID- 40101
                   DECLINED:      7W- 00:10       REASON CODE-TI
                   DECLINED:      I2- 00:10       REASON CODE-IO
 3/10 SN 08/10/00 21:37 NOTF-08/10 21:37-C PH-870-474-0627 VACANCY STEP-5W
                                                          REGMAN-4RS202388
 WR 08/10/00 21:37 MX125  RES6 DHS6   ENG     START AT-MX125  08/10 23:30-C
                   CREW REQ: R ACTUAL: R ST-OK
 CM 08/10/00 21:37 WIFE TC/DH SAP.........KAC
 CM 08/10/00 21:37 DH TYPE: SEPARATE AND APART    DH METHOD: TAXI
                   DH REASON: DH
 WC 08/10/00 21:38 JOBID:  /DH86   /10    ROSTER NO OF POSITION-353101
                   HELD AWAY TIME- 12:45
 CM 08/10/00 22:07 LIMO SYSTEM CONTROL NUMBER: 00242493
 TU 08/11/00 02:20 RLS-08/11 02:20-C  TAT-08/11 02:15-C
                   TIEUP AT-MX283     AFHT-MX283  RE86
                   DH-N REST-8  xREST-00000 RET-  SHRT-N
                   T/U MLS-0130 CC MLS-03420
 CM 08/11/00 02:20 RLV- 08/11 02:20-C
 CM 08/11/00 02:20 INITIAL TERMINAL DEPARTURE TIME - 08/10 23:45
 CM 08/11/00 02:20 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
 CM 08/11/00 02:20 HIGHEST GENERAL ORDER IN SERVICE UNIT:  00000007
 CM 08/11/00 02:20      =TE AFHT MX283 USE EMPLOYEES PSP AFHT NUMBERS
*DU 08/11/00 02:22 ORG-MX125  DES-MX283  QLF-D SERVICE-2 SLIP#-**** HG26634
                   RECEIVED DATE- 08/11/00
                   TOTAL PAY FOR THIS TRIP: $   156.32
 CM 08/11/00 02:22 CLAIMED: HS -1245 D4 -0800
*TK 08/11/00 02:22 SLIP-08/10/00   TIME ON DUTY-02:50 STRTIM-02:50 KOT-0
                   MLS PD NR-000 OC-01 ALW-    $00.00  WEIGHT-0001000
                   STR MILES-000 $     .00 OVERTIME- 00:00 $     .00
                   DISTRIBUTION-000 PAY CD-151 TRIP CREDITS-0  FUND PLUG?-N
                   CONSTRUCTIVE ALLOWANCES:
                   TIME: HS-??:??  REVIEW   D4-08:00 $  156.32
*TX 08/11/00 02:22 ALW-    $ 00.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
*CM 08/11/00 02:22 USERID: OTET316
 CM 08/11/00 02:23 FRA DATA ENG DT X MX125  08102330 MX283  08110220 TAXI
 CM 08/11/00 02:23 TTOD: 0000
 DU 08/11/00 10:38 ORG-MX125  DES-MX283  QLF-D SERVICE-2 SLIP#-     HE91395
                   TOTAL PAY FOR THIS TRIP: $   405.46
 TK 08/11/00 10:38 SLIP-08/10/00   TIME ON DUTY-08:50 STRTIM-00:50 KOT-0
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                                 *C   PD NR-000 OC-01 ALW-     $00.00  WEIGHT-000[illegible]
                                 STR MILES-000 $      .00 OVERTIME- 00:00 $      .00
                                 DISTRIBUTION-000 PAY CD-151 TRIP CREDITS-0  FUND PLUG?-N
                                 CONSTRUCTIVE ALLOWANCES:
                                 TIME: H5-12:45 $  249.14 D4-02:00 $  156.32
        TX 08/11/00 10:32 ALW-     $ 00.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
        CM 08/11/00 10:32 USERID: OCMS032
 08/11  SN 08/11/00 11:23 NOTF-08/11 11:23-C PH-816-254-7236 VACANCY STEP-00
                                                                 REGMAN-4286620388
        WC 08/11/00 11:24 JOBID: 2/CNABW  /09    ROSTER NO OF POSITION-353101
        CM 08/11/00 15:31 SWAPPED.........KAC
        SA 08/11/00 15:31 MX283  RES6 CNABW  ENG    STARTS AT:          08/11 18:30-C
                                 NOTF-08/11 15:30-C PH-816-254-7236
                                                    DH-N ST-OK STARTS:
        CM 08/11/00 15:58 ANNULMENT CODE: DU  REASON: SWAPPED
 08/11  SN 08/11/00 15:58 NOTF-08/11 15:58-C PH-816-254-7236 VACANCY STEP-00
                                                                 REGMAN-4256662388
        WR 08/11/00 15:58 MX283  RES6 IOAMN  ENG      START AT-MX283   08/11 18:30-C
                                 CREW REQ: F ACTUAL: F ST-OK
        CM 08/11/00 15:58 FIX/SWAPPED.........KAC
        WC 08/11/00 15:59 JOBID:  /IOAMN  /07    ROSTER NO OF POSITION-353101
        TU 08/11/00 23:13 RLS-08/11 23:15-C  TAT-08/11 22:30-C
                                 TIEUP AT-MX125      AFHT-
                                 DH-N REST-8  XREST-00000 RET-  SHRT-N
                                 [illegible]
        CM 08/11/00 23:12 RLV- 08/11 23:15-C
        CM 08/11/00 23:12 SYSTEM MSG: JOB TIE-UP REPORTED THRU *TE.
        CM 08/11/00 23:12 INITIAL TERMINAL DEPARTURE TIME - 08/11 17:15
        CM 08/11/00 23:12 HIGHEST GENERAL ORDER IN SERVICE UNIT:  00000007
       *OL 08/11/00 23:15 ORG-MX283  DES-MX125  SLIP-W SERVICE-E SLIP#-***** H091419
                                 RECEIVED DATE- 08/11/00
                                 SHORT CREW-Y  $015.05
                                 TOTAL PAY FOR THIS TRIP: $   224.91
       *EN 08/11/00 23:15 UP  006361 UP  003035
        CM 08/11/00 23:15 CLAIMED: 901-Y     926-Y     I2 -0245
        CM 08/11/00 23:15 FRA DATA ENG  IOAMN  07 MX283  08111320 MX125  08112315
                                 MX125  08112315
        CM 08/11/00 23:15 TTOD: 0955
        CM 08/11/00 23:15 USERID: OTET316  LATA: H091419  TASKID: AF
        CM 08/11/00 23:15 UNDISTURBED REST: OFF
       *TK 08/11/00 23:15 SLIP-08/11/00   TIME ON DUTY-09:55 STRTIM-09:55 XDT-1
                                 MLS PD NR-000 OC-01 ALW-901 $06.00  WEIGHT-0780240
                                 STR MILES-162 $  198.86 OVERTIME- 00:00 $      .00
                                 DISTRIBUTION-000 PAY CD-165 TRIP CREDITS-0  FUND PLUG?-N
                                 CONSTRUCTIVE ALLOWANCES:
                                 TIME: I2-??:??  REVIEW
       *TX 08/11/00 23:15 ALW-926 $ 05.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
       *CM 08/11/00 23:15 USERID: OTET316
        CE 08/11/00 23:15 OLD REST TIME- 00/08/12 07:15-C              LATA-  00000
                                 NEW REST TIME- 00/08/12 07:15-C
        DU 08/16/00 11:35 ORG-MX283  DES-MX125  SLIP-N SERVICE-E SLIP#-      H091395
                                 SHORT CREW-Y  $015.05
                                 TOTAL PAY FOR THIS TRIP: $   268.79
        EN 08/16/00 11:35 UP  006361 UP  003035
        TK 08/16/00 11:35 SLIP-08/11/00   TIME ON DUTY-09:55 STRTIM-09:55 XDT-1
                                 MLS PD NR-000 OC-01 ALW-901 $06.00  WEIGHT-0780240
                                 STR MILES-162 $  198.86 OVERTIME- 00:00 $      .00
                                 DISTRIBUTION-000 PAY CD-165 TRIP CREDITS-0  FUND PLUG?-N
                                 CONSTRUCTIVE ALLOWANCES:
                                 TIME: I2-08:45 $   99.00
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      TX 08/16/00 11:55 AL  926 $ 05.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
      CM 08/16/00 11:55 USERID: OCM6032
 8/12 SN 08/12/00 16:31 NOTF-08/12 16:30-C PH-573-474-0627 VACANCY STEP-00
                                                          REGMAN-4238882388
      WR 08/12/00 16:31 MX125  RE36 AASFX  ENG     START AT-MX125  08/12 16:30-C
                        CREW REQ: R ACTUAL: R ST-OK
      CM 08/12/00 16:31 WIFE TC.........KAC
      WC 08/12/00 16:32 JOBID:  /AASFX  /12    ROSTER NO OF POSITION-353101
                        HELD AWAY TIME- 03:15
      TU 08/13/00 03:02 RLS-08/13 03:05-C  TAT-08/12 00:10-C
                        TIEUP AT-MX283     APHT-MX283  RE36
                        DH-N REST-8  XREST-00000 RET-  SHRT-N
                        T/U MLS-0154 CC MLS-03736
      CM 08/13/00 03:02 RLV- 08/13 03:05-C
      CM 08/13/00 03:02 INITIAL TERMINAL DEPARTURE TIME - 08/12 19:10
      CM 08/13/00 03:02 SYSTEM MSG: JOB TIS-UP REPORTED THRU =TE.
      CM 08/13/00 03:02 HIGHEST GENERAL ORDER IN SERVICE UNIT:  00000007
      CM 08/13/00 03:02       =TE APHT MX283 USE EMPLOYEE PSP AP-T VLNTCPS
     +DU 08/13/00 03:05 ORG-MX125  DES-MX283  QLF-B SERVICE-2 SLIP#-      H991995
                        RECEIVED DATE- 08/13/00
                        SHORT CREW-Y  $015. 05
                        TOTAL PAY FOR THIS TRIP: $   836.44
     +EN 08/13/00 03:05 SP  007510 SP  008379 HLCX006524
      CM 08/13/00 03:05 CLAIMED: 926-Y    H5 -0315 F3 -0155
      CM 08/13/00 03:05 FRA DATA ENG  AASFX  12 MX125  08181959 MX283  08130305
                        MX283  08130305
      CM 08/13/00 03:05 TTOD: 0835
      CM 08/13/00 03:05 USERID: OTET316  LATA: H991995  TASKID: AF
      CM 08/13/00 03:05 UNDISTURBED REST: OFF
     +TK 08/13/00 03:05 SLIP-08/12/00   TIME ON DUTY-08:35 STRTIM-08:35 KOT-1
                        MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-1190294
                        STR MILES-154 $  189.29 OVERTIME- 00:00 $      .00
                        DISTRIBUTION-000 PAY CD-173 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: H5-??:??  REVIEW   F3-01:55 $   27.10
     *TX 08/13/00 03:05 ALW-     $ 00.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
     *CM 08/13/00 03:05 USERID: OTET316
      CE 08/13/00 03:05 OLD REST TIME- 00/08/13 11:05-C              LATA-  00000
                        NEW REST TIME- 00/08/13 11:05-C
      CY 08/13/00 03:06 TIE-UP ARBITRARIES/ALLOWANCES SUPPORTING COMMENTS:
        COMMENTS:YARDED TRAIN FAIRFAX YD.
      DU 08/16/00 11:55 ORG-MX125  DES-MX283  QLF-B SERVICE-2 SLIP#-      HE91995
                        SHORT CREW-Y  $015. 05
                        TOTAL PAY FOR THIS TRIP: $   311.25
      EN 08/16/00 11:55 SP  007510 SP  008379 HLCX006524
      TK 08/16/00 11:55 SLIP-08/12/00   TIME ON DUTY-08:35 STRTIM-08:35 KOT-1
                        MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-1190294
                        STR MILES-162 $  198.86 OVERTIME- 00:00 $      .00
                        DISTRIBUTION-000 PAY CD-173 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: H5-03:15 $   65.24 F3-01:55 $   27.10
      TX 08/16/00 11:55 ALW-     $ 00.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
      CM 08/16/00 11:55 USERID: OCM6032
 ..13 CM 08/13/00 15:03 RECEIVED 20 MIN SHORT CALL....KAC
 /13 SN 08/13/00 15:03 NOTF-08/13 15:02-C PH-816-254-7236 VACANCY STEP-00
                                                          REGMAN-4288883888
      WR 08/13/00 15:03 MX283  RE36 CBTDY  ENG     START AT-MX283  08/13 16:40-C
                        CREW REQ: R ACTUAL: R ST-OK
      CM 08/13/00 15:03 TC.........KAC
      WC 08/13/00 15:04 JOBID:  /CBTDY  /13    ROSTER NO OF POSITION-353101
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      TU 08/13/00 23:32 (  )-08/13 23:35-C  TAT-08/13 23:25-C
                        TIEUP AT-MX125      AFHT-
                        DH-N REST-8  XREST-00000 RET-  SHRT-N
                        T/U MLS-0162 CC MLS-03898
      CM 08/13/00 23:32 RLV- 08/13 23:35-C
      CM 08/13/00 23:32 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
      CM 08/13/00 23:32 INITIAL TERMINAL DEPARTURE TIME - 08/13 17:10
      CM 08/13/00 23:32 HIGHEST GENERAL ORDER IN SERVICE UNIT:  00000007
      DU 08/13/00 23:34 ORG-MX283  DES-MX125  QLF-W SERVICE-2 SLIP#-***** H091419
                        RECEIVED DATE- 08/13/00
                        SHORT CREW-Y  $015. 05
                        TOTAL PAY FOR THIS TRIP: $   230.91
      EN 08/13/00 23:34 UP  008117 UP  008305
      CM 08/13/00 23:34 CLAIMED: 902-Y    926-Y
      CM 08/13/00 23:34 FRA DATA ENG  CBTDY  12 MX283  08131640 MX125  08132335
                        MX125  08132335
      CM 08/13/00 23:34 TTOD: 0655
      CM 08/13/00 23:34 USERID: OTET316  LATA: H091419  TASKID: SF
      CM 08/13/00 23:34 UNDISTURBED REST: OFF
      TK 08/13/00 23:34 SLIP-08/13/00   TIME ON DUTY-06:55 STRTIM-06:55 *OT-1
                        MLS PD NR-000 OC-01 ALW-902 $12.00  WEIGHT-0830000
                        STR MILES-162 $  196.36 OVERTIME- 00:00 $      .00
                        DISTRIBUTION-000 PAY CD-166 TRIP CREDITS-0  FUND PLUG?-N
      TX 08/13/00 23:34 ALW-926 $ 05.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
      CM 08/13/00 23:34 USERID: OTET316
      CE 08/13/00 23:34 OLD REST TIME- 00/08/14 07:35-C              LATA-  00000
                        NEW REST TIME- 00/08/14 07:35-C
1/15  SN 08/15/00 03:15 NOTF-08/15 03:14-C PH-573-474-0627 VACANCY STEP-00
                                                          REGMAN-4ES882388
      NR 08/15/00 03:15 MX125  RE36 CTVBT  ENG     START AT-MX125  08/15 05:15-C
                        CREW REQ: R ACTUAL: R ST-OK
      CM 08/15/00 03:15 TC.........................CDH
      WC 08/15/00 03:16 JOBID:  /CTVBT  /14    ROSTER NO OF POSITION-353101
                        HELD AWAY TIME- 13:40
      TU 08/15/00 12:30 RLS-08/15 12:30-C  TAT-08/15 12:10-C
                        TIEUP AT-MX283     AFHT-MX283  RE36
                        DH-N REST-8  XREST-00000 RET-  SHRT-N
                        T/U MLS-0154 CC MLS-04052
      CM 08/15/00 12:30 RLV- 08/15 12:30-C
      CM 08/15/00 12:30 INITIAL TERMINAL DEPARTURE TIME - 08/15 07:40
      CM 08/15/00 12:30 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
      CM 08/15/00 12:30 HIGHEST GENERAL ORDER IN SERVICE UNIT:  00000007
      CM 08/15/00 12:30      =TE AFHT MX283 USE EMPLOYEES PSP AFHT NUMBERS
     *DU 08/15/00 12:32 ORG-MX125  DES-MX283  QLF-B SERVICE-2 SLIP#-***** H026634
                        RECEIVED DATE- 08/15/00
                        SHORT CREW-Y  $015. 05
                        TOTAL PAY FOR THIS TRIP: $   225.83
     *EN 08/15/00 12:32 UP  006573 UP  006574
      CM 08/15/00 12:32 CLAIMED: 926-Y    H5 -1340 I2 -0110
     *TK 08/15/00 12:32 SLIP-08/15/00   TIME ON DUTY-07:15 STRTIM-07:15 *OT-1
                        MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-0830000
                        STR MILES-154 $  199.29 OVERTIME- 00:00 $      .00
                        DISTRIBUTION-000 PAY CD-166 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: H5-??:??  REVIEW   I2-01:10 $   16.49
     *TX 08/15/00 12:32 ALW-    $ 00.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
     *CM 08/15/00 12:32 USERID: OTET316
      CM 08/15/00 12:33 FRA DATA ENG  CTVBT  14 MX125  08150515 MX283  08151230
                        MX283  08151230
      CM 08/15/00 12:33 TTOD: 0715
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      CM 08/15/00 13:33 USERID: OTET316  LATA: H662667  TASKID: AF
      CM 08/15/00 12:33 UNDISTURBED REST: OFF
      CE 08/15/00 12:33 OLD REST TIME- 00/08/15 20:30-C              LATA-  00000
                        NEW REST TIME- 00/08/15 20:30-C
      DU 08/16/00 14:11 ORG-MX125  DES-MX283  QLF-B SERVICE-2 SLIP#-      HE91395
                        SHORT CREW-Y  $015.05
                        TOTAL PAY FOR THIS TRIP: $   500.16
      EN 08/16/00 14:11 UP  006573 UP  006574
      TK 08/16/00 14:11 SLIP-08/15/00   TIME ON DUTY-07:15 STRTIM-07:15 KOT-1
                        MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-0830000
                        STR MILES-154 $  189.29 OVERTIME- 00:00 $     .00
                        DISTRIBUTION-000 PAY CD-166 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: H5-13:40 $  274.33 I2-01:10 $   16.49
      TX 08/16/00 14:11 ALW-    $ 00.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
      CM 08/16/00 14:11 USERID: OCMS032
3/16  SN 08/15/00 22:00 NOTF-08/15 21:59-C PH-816-254-7836 VACANCY STEP-00
                                                          REDMAN-4858E586
      WR 08/15/00 22:00 MX283  RES6 CATGP  ENG      START AT-MX283  08/16 00:01-C
                        CREW REQ: R ACTUAL: R ST-OK
      CM 08/15/00 22:00 TC...RJD
      WC 08/15/00 22:01 JOBID:  /CATGP  /14    ROSTER NO OF POSITION-3E3161
      TU 08/16/00 08:44 RLS-08/16 08:45-C  TAT-08/16 07:10-C
                        TIEUP AT-MX125     APHT-
                        DH-N REST-8  YREST-00000 RET-  SHRT-N
                        T/U MLS-0168
      CM 08/16/00 08:44 RLV- 08/16 08:45-C
      CM 08/16/00 08:44 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
      CM 08/16/00 08:44 INITIAL TERMINAL DEPARTURE TIME - 08/16 01:40
      CM 08/16/00 08:44 HIGHEST GENERAL ORDER IN SERVICE UNIT:  00000007
     *DU 08/16/00 08:48 ORG-MX283  DES-MX125  QLF-W SERVICE-2 SLIP#-***** H440415
                        RECEIVED DATE- 08/16/00
                        SHORT CREW-Y  $015.05
                        TOTAL PAY FOR THIS TRIP: $   240.23
     *EN 08/16/00 08:48 UP  007282 UP  008201 UP  006548
      CM 08/16/00 08:48 CLAIMED: 901-Y    926-Y    I2 -0030 F3 -0035
      CM 08/16/00 08:48 FRA DATA ENG  CATGP  14 MX283  08160001 MX125  08160845
                        MX125  08160845
      CM 08/16/00 08:48 TTOD: 0844
      CM 08/16/00 08:48 USERID: OTET316  LATA: H440415  TASKID: AF
      CM 08/16/00 08:48 UNDISTURBED REST: OFF
     *TK 08/16/00 08:48 SLIP-08/16/00   TIME ON DUTY-08:44 STRTIM-08:44 KOT-1
                        MLS PD NR-000 OC-01 ALW-901 $06.00  WEIGHT-1545000
                        STR MILES-162 $  198.86 OVERTIME- 00:00 $     .00
                        DISTRIBUTION-000 PAY CD-174 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: I2-00:30 $    7.07 F3-00:35 $    8.25
     *TX 08/16/00 08:48 ALW-926 $ 05.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
     *CM 08/16/00 08:48 USERID: OTET316
      CE 08/16/00 08:48 OLD REST TIME- 00/08/16 16:45-C              LATA-  00000
                        NEW REST TIME- 00/08/16 16:45-C
      CY 08/16/00 08:49 TIE-UP ARBITRARIES/ALLOWANCES SUPPORTING COMMENTS:
        COMMENTS:RAN AROUND ENGR.A.I.LINDEEY AND ENGR.
        J.W.BISSOM
      DU 08/21/00 13:52 ORG-MX283  DES-MX125  QLF-W SERVICE-2 SLIP#-      HE91395
                        SHORT CREW-Y  $015.05
                        TOTAL PAY FOR THIS TRIP: $   240.23
      EN 08/21/00 13:52 UP  007282 UP  008201 UP  006548
      TK 08/21/00 13:52 SLIP-08/16/00   TIME ON DUTY-08:44 STRTIM-08:44 KOT-1
                        MLS PD NR-000 OC-01 ALW-901 $06.00  WEIGHT-1545000
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                                  MILES-162 $   198.86 OVERTIME- 00:00 $      .00
                                  DISTRIBUTION-000 PAY CD-174 TRIP CREDITS-0  FUND PLUG?-N
                                  CONSTRUCTIVE ALLOWANCES:
                                  TIME: I2-00:30 $     7.07 F3-00:35 $     8.25
        Tx 08/21/00 13:52 ALW-986 $ 05.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
        CM 08/21/00 13:52 USERID: OCMS032
 8/16 CA 08/16/00 00:02 STARTS-00                                              E000000
                                  COMILS-0000 RDMILS-0000 MILSPD-0000 MILSMO-0000
08/16 UN 08/16/00 20:45 MX125  RE36 CNTAT  ENG    STARTS AT: MX125  08/16 22:30-C
         RJ             NOTF-08/16 20:45-C PH-573-474-0627 VACANCY STEP-04
                        ASGN-MX125  RE36 DH-N                        REGMAN-4884877668
        CM 08/16/00 20:45                          S-04
 8/17 UN 08/17/00 00:48 MX125  RE36 CPAWE  ENG    STARTS AT: MX125  08/17 02:30-C
         RJ             NOTF-08/17 00:45-C PH-573-474-0627 VACANCY STEP-04
                        ASGN-MX125  RE36 DH-N                        REGMAN-500469509
        CM 08/17/00 00:48 NOT LIKE TURN.RJD              S-04
        CM 08/17/00 00:48 JOB DESCRIPTION:
 8/17 SV 08/17/00 09:05 NOTF-08/17 09:03-C PH-573-474-0627 VACANCY STEP-00
                                                                     REGMAN-4868882808
        AR 08/17/00 09:15 MX125  RE36 IDULA  ENG      START AT-MX125  08/17 11:00-C
                        CREW REQ: R ACTUAL: R ST-OK
        AC 08/17/00 09:06 JOBID:  /IDULA  /17    ROSTER NO OF POSITION-355191
                        HELD AWAY TIME- 10:15
        TU 08/17/00 20:46 RLS-08/17 20:50-C  TAT-08/17 17:10-C
                        TIEUP AT-MX283      AFHT-MX283  RE36
                        DH-N REST-8  AREST-00000 RET-  SHRT-N
                        T/U MLS-0162 CC MLS-00162
        CM 08/17/00 20:46 RLV- 08/17 20:50-C
        CM 08/17/00 20:46 INITIAL TERMINAL DEPARTURE TIME - 08/17 18:55
        CM 08/17/00 20:46 SYSTEM MSG: IOB TIE-UP REPORTED THRU =TE.
        CM 08/17/00 20:46 HIGHEST GENERAL ORDER IN SERVICE UNIT:  000000008
        CM 08/17/00 20:46      =TE AFHT MX283 USE EMPLOYEES PSP AFHT NUMBERS
       *DU 08/17/00 20:49 ORG-MX125  DES-MX283  OLF-J SERVICE-2 SLIP#-**** H991959
                        RECEIVED DATE- 08/17/00
                        SHORT CREW-Y  $015.05
                        TOTAL PAY FOR THIS TRIP: $   266.04
       *EN 08/17/00 20:49 UP  003301 UP  009552 UP  004194
        CM 08/17/00 20:49 CLAIMED: 986-Y    H5 -1015 I2 -0040 F3 -0240
        CM 08/17/00 20:49 FRA DATA ENG  IDULA  17 MX125  08171100 MX283  08172050
                        MX283  08172050
        CM 08/17/00 20:49 TTOD: 0950
        CM 08/17/00 20:49 USERID: OTET316  LATA: H991959  TASKID: AF
        CM 08/17/00 20:49 UNDISTURBED REST: OFF
       *TK 08/17/00 20:49 SLIP-08/17/00   TIME ON DUTY-09:50 STRTIM-09:50 KOT-1
                        MLS PD NR-000 OC-01 ALW-986 $05.00  WEIGHT-1184160
                        STR MILES-162 $  198.86 OVERTIME- 00:00 $      .00
                        DISTRIBUTION-000 PAY CD-173 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: H5-??:??  REVIEW   I2-00:40 $     9.43
       *TX 08/17/00 20:49 ALW-     $ 00.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
       *CM 08/17/00 20:49 USERID: OTET316
       *LN 08/17/00 20:49 SERV-2  TRIPS-0    ALW-     $00.00  DISTB-000 PAY CODE-173
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: F3-02:40 $    37.70
        CE 08/17/00 20:49 OLD REST TIME- 00/08/18 04:50-C              LATA-  00000
                        NEW REST TIME- 00/08/18 04:50-C
        CY 08/17/00 20:50 TIE-UP ARBITRARIES/ALLOWANCES SUPPORTING COMMENTS:
          COMMENTS:YARDED TRAIN ARMOURDALE YD
        DU 08/22/00 13:45 ORG-MX125  DES-MX283  OLF-J SERVICE-2 SLIP#-      HE91395
                        SHORT CREW-Y  $015.05
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                          TAL PAY FOR THIS TRIP: $      1.79
      EN 08/22/00 13:45 UP  003301 UP  009552 UP  004194
      TK 08/22/00 13:45 SLIP-08/17/00   TIME ON DUTY-09:50 STRTIM-09:50 KDT-1
                        MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-118+100
                        STR MILES-162 $  198.86 OVERTIME- 00:00 $      .00
                        DISTRIBUTION-000 PAY CD-173 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: H5-10:15 $  205.75 I2-00:40 $     9.43
      TX 08/22/00 13:45 ALW-     $ 00.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
      CM 08/22/00 13:45 USERID: OCMS032
      LN 08/22/00 13:45 SERV-2  TRIPS-0   ALW-     $00.00  DISTS-000 PAY CODE-173
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: F3-02:40 $    37.79
 3/18 SN 08/18/00 09:24 NOTF-08/18 09:16-C PH-816-254-7836 VACANCY STEP-00
                                                          REGMAN-4258828388
      WR 08/18/00 09:24 MX283  RE36 CATGP  ENG      START AT-MX283  08/18 11:15-C
                        CREW REQ: R ACTUAL: R ST-OK
      WC 08/18/00 09:25 JOSID:  /CATGP  /16     ROSTER NO OF POSITION-3551?1
      TU 08/18/00 19:52 RLS-08/18 19:55-C  TAT-08/18 19:55-C
                        TIEUP AT-MX185      APHT-
                        DH-N REST-8  XREST-00000 RET-  SHRT-N
                        T/U MLS-0170 OC MLS-00332
      CM 08/18/00 19:52 RLV- 08/18 19:55-C
      CM 08/18/00 19:52 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
      CM 08/18/00 19:52 INITIAL TERMINAL DEPARTURE TIME - 08/18 13:30
      CM 08/18/00 19:52 HIGHEST GENERAL ORDER IN SERVICE UNIT:  000000008
     *DU 08/18/00 19:53 ORG-MX283  DES-MX185  QLF-0 SERVICE-8 SLIP#-***** H150151
                        RECEIVED DATE- 08/18/00
                        SHORT CREW-Y  $015. 05
                        TOTAL PAY FOR THIS TRIP: $    252.26
     *EN 08/18/00 19:53 UP  006519 UP  006600 UP  008216
      CM 08/18/00 19:53 CLAIMED: 902-Y     926-Y     I2 -0050
     *TK 08/18/01 19:53 SLIP-08/18/00   TIME ON DUTY-08:40 STRTIM-08:40 KDT-1
                        MLS PD NR-000 OC-01 ALW-902 $12.00  WEIGHT-1245000
                        STR MILES-170 $  208.43 OVERTIME- 00:00 $      .00
                        DISTRIBUTION-000 PAY CD-174 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: I2-00:50 $    11.78
     *TX 08/18/00 19:53 ALW-926 $ 05.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
     *CM 08/18/00 19:53 USERID: OTET316
      CM 08/18/00 19:54 FRA DATA ENG  CATGP  16 MX283  08181115 MX185  08181955
                        MX185  08181955
      CM 08/18/00 19:54 TTOD: 0840
      CM 08/18/00 19:54 USERID: OTET316  LATA: H150151  TASKID: AF
      CM 08/18/00 19:54 UNDISTURBED REST: OFF
      CY 08/18/00 19:54 TIE-UP ARBITRARIES/ALLOWANCES SUPPORTING COMMENTS:
        COMMENTS:DEPARTED FROM ARMOURDALE YARD
      CE 08/18/00 19:54 OLD REST TIME- 00/08/19 03:55-C              LATA-  00000
                        NEW REST TIME- 00/08/19 03:55-C
      DU 08/23/00 09:22 ORG-MX283  DES-MX185  QLF-0 SERVICE-8 SLIP#-      HE?139?
                        SHORT CREW-Y  $015. 05
                        TOTAL PAY FOR THIS TRIP: $    252.26
      EN 08/23/00 09:22 UP  006519 UP  006600 UP  008216
      TK 08/23/00 09:22 SLIP-08/18/00   TIME ON DUTY-08:40 STRTIM-08:40 KDT-1
                        MLS PD NR-000 OC-01 ALW-902 $12.00  WEIGHT-1245000
                        STR MILES-170 $  208.43 OVERTIME- 00:00 $      .00
                        DISTRIBUTION-000 PAY CD-174 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: I2-00:50 $    11.78
      TX 08/23/00 09:22 ALW-926 $ 05.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
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      CM 08/23/00 09:22  IRID: OCMS032
08/19 SN 08/19/00 17:17 NOTF-08/19 17:16-C PH-573-474-0627 VACANCY STEP-00
                                                        REGMAN-428882388
      WR 08/19/00 17:17 MX125  RES6 CNTAT  ENG     START AT-MX125  08/19 19:15-C
                        CREW REQ: R ACTUAL: R ST-OK
      CM 08/19/00 17:17 TC.........KAC
      WC 08/19/00 17:18 JOBID:  /CNTAT  /18    ROSTER NO OF POSITION-353101
                        HELD AWAY TIME- 07:20
      TU 08/20/00 04:19 RLS-08/20 04:20-C  TAT-08/20 03:45-C
                        TIEUP AT-MX283      AFHT-MX283  RE36
                        DH-N REST-8  XREST-00000 RET-  SHRT-N
                        T/U MLS-0154 CC MLS-00486
      CM 08/20/00 04:19 RLV- 08/20 04:20-C
      CM 08/20/00 04:19 INITIAL TERMINAL DEPARTURE TIME - 08/19 20:35
      CM 08/20/00 04:19 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
      CM 08/20/00 04:19 HIGHEST GENERAL ORDER IN SERVICE UNIT:  00000008
      CM 08/20/00 04:19       =TE AFHT MX283 USE EMPLOYEES PGP AFHT NUMBERS
     *DU 08/20/00 04:21 ORG-MX125  DES-MX283  OLF-2 SERVICE-2 SLIP#-***** H991959
                        RECEIVED DATE- 08/20/00
                        SHORT CREW-Y  $015. 05
                        TOTAL PAY FOR THIS TRIP: $   209.34
     *EN 08/20/00 04:21 UP  006866 UP  007167
      CM 08/20/00 04:21 CLAIMED: 926-Y    HS -0720
      CM 08/20/00 04:21 FRA DATA ENG  CNTAT  18 MX125  08191915 MX283  08200420
                        MX283  08200420
      CM 08/20/00 04:21 TTOD: 0905
      CM 08/20/00 04:21 USERID: OTET316  LATA: H991959  TASKID: AF
      CM 08/20/00 04:21 UNDISTURBED REST: OFF
     *TK 08/20/00 04:21 SLIP-08/19/00   TIME ON DUTY-09:05 STRTIM-09:05 KOT-1
                        MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-0830000
                        STR MILES-154 $  189.29 OVERTIME- 00:00 $     .00
                        DISTRIBUTION-000 PAY CD-166 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: HS-??:??  REVIEW
     *TX 08/20/00 04:21 ALW-    $ 00.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
     *CM 08/20/00 04:21 USERID: OTET316
      CE 08/20/00 04:21 OLD REST TIME- 00/08/20 12:20-C            LATA-  00000
                        NEW REST TIME- 00/08/20 12:20-C
      DU 08/23/00 10:12 ORG-MX125  DES-MX283  OLF-8 SERVICE-2 SLIP#-     HE91395
                        SHORT CREW-Y  $015. 05
                        TOTAL PAY FOR THIS TRIP: $   356.54
      EN 08/23/00 10:12 UP  006866 UP  007167
      TK 08/23/00 10:12 SLIP-08/19/00   TIME ON DUTY-09:05 STRTIM-09:05 KOT-1
                        MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-0830000
                        STR MILES-154 $  189.29 OVERTIME- 00:00 $     .00
                        DISTRIBUTION-000 PAY CD-166 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: HS-07:20 $  147.20
      TX 08/23/00 10:12 ALW-    $ 00.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
      CM 08/23/00 10:12 USERID: OCMS032
 /20  SN 08/20/00 15:35 NOTF-08/20 15:35-C PH-316-254-7236 VACANCY STEP-00
                                                        REGMAN-428882388
      WR 08/20/00 15:35 MX283  RES6 CWEHV  ENG     START AT-MX283  08/20 17:25-C
                        CREW REQ: R ACTUAL: R ST-OK
      CM 08/20/00 15:35 TC.........KAC
      WC 08/20/00 15:36 JOBID:  /CWEHV  /15    ROSTER NO OF POSITION-353101
      TU 08/20/00 23:30 RLS-08/20 23:30-C  TAT-08/20 23:15-C
                        TIEUP AT-MX125      AFHT-
                        DH-N REST-8  XREST-00000 RET-  SHRT-N
                        T/U MLS-0162 CC MLS-00648
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      CM 08/20/00 23:30 R(  - 08/20 23:30-C
      CM 08/20/00 23:30 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
      CM 08/20/00 23:30 INITIAL TERMINAL DEPARTURE TIME - 08/20 18:00
      CM 08/20/00 23:30 HIGHEST GENERAL ORDER IN SERVICE UNIT:  000000008
      DU 08/20/00 23:31 ORG-MX283  DES-MX125  QLF-W SERVICE-2 SLIP#-***** H150151
                        RECEIVED DATE- 08/20/00
                        SHORT CREW-Y  $015. 05
                        TOTAL PAY FOR THIS TRIP: $   230.91
      EN 08/20/00 23:31 UP  008202 CNW 008832
      CM 08/20/00 23:31 CLAIMED: 902-Y    926-Y
      CM 08/20/00 23:31 FRA DATA ENG  CWEHV  15 MX283  08201725 MX125  08202330
                        MX125  08202330
      CM 08/20/00 23:31 TTOD: 0605
      CM 08/20/00 23:31 USERID: OTET316  LATA: H150151  TASKID: AF
      CM 08/20/00 23:31 UNDISTURBED REST: OFF
      TK 08/20/00 23:31 SLIP-08/20/00   TIME ON DUTY-06:05 STRTIM-06:05 KOT-1
                        MLS PD NR-000 OC-01 ALW-902 $12.00  WEIGHT-0000000
                        STR MILES-162 $  198.86 OVERTIME- 00:00 $     .00
                        DISTRIBUTION-000 PAY CD-166 TRIP CREDITS-0  FUND PLUG?-N
      TX 08/20/00 23:31 ALW-926 $ 05.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
      CM 08/20/00 23:31 USERID: OTET316
      CE 08/20/00 23:31 OLD REST TIME- 00/08/21 07:30-C              LATA-  00000
                        NEW REST TIME- 00/08/21 07:30-C
3/22  SN 08/22/00 03:56 NOTF-08/22 03:55-C PH-573-474-0627 VACANCY STEP-00
                                                          REMARK-1&2&3&4&5
      WR 08/22/00 03:56 MX125  RE36 CBWNA  ENG     START AT-MX125  08/22 06:00-C
                        CREW REQ: R ACTUAL: R ST-OK
      CM 08/22/00 03:56 TC
      WC 08/22/00 03:57 JOBID:  /CBWNA  /20    ROSTER NO OF POSITION-053101
                        HELD AWAY TIME- 14:30
      TU 08/22/00 15:31 RLS-08/22 15:30-C  TAT-08/22 15:00-C
                        TIEUP AT-MX283     AFHT-MX283  RE36
                        DH-N REST-8  XREST-00000 RET-  SHRT-N
                        T/U MLS-0154 CC MLS-00802
      CM 08/22/00 15:31 RLV- 08/22 15:30-C
      CM 08/22/00 15:31 INITIAL TERMINAL DEPARTURE TIME - 08/22 06:20
      CM 08/22/00 15:31 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
      CM 08/22/00 15:31 HIGHEST GENERAL ORDER IN SERVICE UNIT:  000000008
      CM 08/22/00 15:31       =TE AFHT MX283 USE EMPLOYEES PGP AFHT NUMBERS
     *DU 08/22/00 15:32 ORG-MX125  DES-MX283  QLF-8 SERVICE-2 SLIP#-***** HR91924
                        RECEIVED DATE- 08/22/00
                        SHORT CREW-Y  $015. 05
                        TOTAL PAY FOR THIS TRIP: $   209.84
     *EN 08/22/00 15:32 UP  008118 UP  007119 UP  006601
      CM 08/22/00 15:32 CLAIMED: 926-Y    HS -1430
      CM 08/22/00 15:32 FRA DATA ENG  CBWNA  20 MX125  08220600 MX283  08221530
                        MX283  08221530
      CM 08/22/00 15:32 TTOD: 0930
      CM 08/22/00 15:32 USERID: OTET316  LATA: HR91924  TASKID: AF
      CM 08/22/00 15:32 UNDISTURBED REST: OFF
     *TK 08/22/00 15:32 SLIP-08/22/00   TIME ON DUTY-09:30 STRTIM-09:29 KOT-1
                        MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-1245000
                        STR MILES-154 $  189.89 OVERTIME- 00:01 $     .30
                        DISTRIBUTION-000 PAY CD-174 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: HS-??:??  REVIEW
     *TX 08/22/00 15:32 ALW-    $ 00.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
     *CM 08/22/00 15:32 USERID: OTET316
      CE 08/22/00 15:32 OLD REST TIME- 00/08/22 23:30-C              LATA-  00000
                        NEW REST TIME- 00/08/22 23:30-C
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      DU 08/24/00 10:34 OR -MX125  DES-MX283  OLF-B SERVICE-2 SLIP#-      HE91395
                        SHORT CREW-Y   $015. 05
                        TOTAL PAY FOR THIS TRIP: $    500.90
      EN 08/24/00 10:34 UP  008118 UP  007119 UP  006601
      TK 08/24/00 10:34 SLIP-08/22/00    TIME ON DUTY-09:30 STRTIM-09:29 KOT-1
                        MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-1245000
                        STR MILES-154 $   189.29 OVERTIME- 00:01 $      .50
                        DISTRIBUTION-000 PAY CD-174 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: H5-14:30 $   291.06
      TX 08/24/00 10:34 ALW-     $ 00.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
      CM 08/24/00 10:34 USERID: OCMS032
*3/23 SN 08/23/00 04:41 NOTF-08/23 04:41-C PH-816-254-7236 VACANCY STEP-00
                                                              REGMAN-4288823888
      CM 08/23/00 04:41 TC.....CDH
      WC 08/23/00 04:42 JOBID:  /CATNT  /21     ROSTER NO OF POSITION-353101
      CM 08/23/00 09:44 SWAP....DMM
      SA 08/23/00 09:44 MX283  RE36 CATNT  ENG    STARTS AT:          08/23 06:30-C
                        NOTF-08/23 09:44-C PH-816-254-7236
                                           DH-N ST-OR STARTS:
      CM 08/23/00 09:45 ANNULMENT CODE: NR  REASON: SWAP
08/23 SN 08/23/00 09:45 NOTF-08/23 09:45-C PH-816-254-7236 VACANCY STEP-00
                                                              REGMAN-4288823888
      WR 08/23/00 09:45 MX283  RE36 ZSEME  ENG      START AT-MX283  08/23 06:30-C
                        CREW REQ: R ACTUAL: R ST-OR
      CM 08/23/00 09:45 SWAP....DMM
      CM 08/23/00 09:45 JOS DESCRIPTION: =SM
      WC 08/23/00 09:46 JOBID:  /ZSEME  /20     ROSTER NO OF POSITION-353101
      TU 08/23/00 18:01 RLS-08/23 18:00-C  TAT-08/23 17:45-C
                        TIEUP AT-MX125      AFHT-
                        DH-N REST-8  XREST-00000 RET-  SHRT-N
                        T/U MLS-0162 OC MLS-00964
      CM 08/23/00 18:01 RLV- 08/23 18:00-C
      CM 08/23/00 18:01 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
      CM 08/23/00 18:01 INITIAL TERMINAL DEPARTURE TIME - 08/23 09:15
      CM 08/23/00 18:01 HIGHEST GENERAL ORDER IN SERVICE UNIT:  00000008
     *DU 08/23/00 18:02 ORG-MX283  DES-MX125  OLF-W SERVICE-2 SLIP#-**** H791863
                        RECEIVED DATE- 08/23/00
                        SHORT CREW-Y   $015. 05
                        TOTAL PAY FOR THIS TRIP: $    277.08
     *EN 08/23/00 18:02 UP  006053 UP  005682 UP  005660
      CM 08/23/00 18:02 CLAIMED: 902-Y    926-Y    I2 -0130
     *TK 08/23/00 18:02 SLIP-08/23/00    TIME ON DUTY-11:30 STRTIM-09:58 KOT-1
                        MLS PD NR-000 OC-01 ALW-902 $12.00  WEIGHT-1191000
                        STR MILES-162 $   198.86 OVERTIME- 01:32 $    46.17
                        DISTRIBUTION-000 PAY CD-173 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: I2-01:30  REVIEW
     *TX 08/23/00 18:02 ALW-926 $ 05.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
     *CM 08/23/00 18:02 USERID: OTET316
      CM 08/23/00 18:03 FRA DATA ENG  ZSEME  20 MX283  08230630 MX125  08231800
                        MX125  08231800
      CM 08/23/00 18:03 TTOD: 1130
      CM 08/23/00 18:03 USERID: OTET316  LATA: H791863  TASKID: AF
      CM 08/23/00 18:03 UNDISTURBED REST: OFF
      CE 08/23/00 18:03 OLD REST TIME- 00/08/24 02:00-C              LATA-  00000
                        NEW REST TIME- 00/08/24 02:00-C
      DU 08/24/00 11:12 ORG-MX283  DES-MX125  OLF-W SERVICE-2 SLIP#-XX   HE91395
                        RECEIVED DATE- 08/24/00
                        SHORT CREW-Y   $015. 05
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                              TAL PAY FOR THIS TRIP: $    277.08
       EN 08/24/00 11:12 UP  006053 UP  009282 UP  009680
       DK 08/24/00 11:12 DECLINATION NUMBER- AL 0823-005   SLIP DATE-08/23/00
                         CHAIRMAN ID- 40101
                         DECLINED:       I2- 01:30        REASON CODE-IO
       TK 08/24/00 11:12 SLIP-08/23/00   TIME ON DUTY-11:30 STRTIM-09:58 KOT-1
                         MLS PD NR-000 OC-01 ALW-902 $12.00  WEIGHT-1191000
                         STR MILES-162 $  198.86 OVERTIME- 01:32 $   46.17
                         DISTRIBUTION-000 PAY CD-173 TRIP CREDITS-0  FUND PLUG?-N
       TX 08/24/00 11:12 ALW-926 $ 05.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
       CM 08/24/00 11:12 USERID: OCMS032
08/24  SN 08/24/00 21:27 NOTF-08/24 21:26-C PH-573-474-0627 VACANCY STEP-00
                                                          REGMAN-428882388
       NR 08/24/00 21:27 MX125  RE36 CCSCV  ENG     START AT-MX125  08/24 23:30-C
                         CREW REQ: R ACTUAL: R ST-OK
       CM 08/24/00 21:27 TC..KLV
       NC 08/24/00 21:28 JOBID: E/CCSCV  /E4    ROSTER NO OF POSITION-353101
                         HELD AWAY TIME- 13:30
       TU 08/25/00 11:42 RLS-08/25 11:45-C  TAT-08/25 10:05-C
                         TIEUP AT-MX283     AFHT-MX283  RE36
                         DH-N REST-10 XREST-00000 RET-  SHRT-
                         T/U MLS-0154 CC MLS-01118
       CM 08/25/00 11:42 RLV- 08/25 11:30-C
       CM 08/25/00 11:42 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
       CM 08/25/00 11:42 OTET31e  QUICK TIE-UP  HGE5061
       CM 08/25/00 11:42       =TE AFHT MX283 USE EMPLOYEES PGP AFHT NUMBERS
       CM 08/25/00 21:54 HOSV FTU- 08/25 11:45-C    TAT- 08/25 10:05-C
       CM 08/25/00 21:54 HOSV INITIAL TERMINAL DEPARTURE TIME - 08/25 01:00
       CM 08/25/00 21:54 HOSV USERID:  OTET316
       CM 08/25/00 21:54 HOSV RLV- 08/25 11:30-C
      *OU 08/25/00 21:57 ORG-MX125  DES-MX283  QLF-2 SERVICE-2 SLIP#-***** H991959
                         RECEIVED DATE- 08/25/00
                         SHORT CREW-Y  $015. 05
                         TOTAL PAY FOR THIS TRIP: $   295.11
      *EN 08/25/00 21:57 UP  006487 UP  008296
       CM 08/25/00 21:57 CLAIMED: 926-Y    H5 -1330
       CM 08/25/00 21:57 FRA DATA ENG 2CCSCV  24 MX125  08242330 MX283  08251130
                         MX283  08251145
       CM 08/25/00 21:57 FRA DATA ENG DF X MX283  08251130 MX283  08251145 CO
                         AUTO TO TD. OFF.
       CM 08/25/00 21:57 TTOD: 1200
      *TK 08/25/00 21:57 SLIP-08/24/00   TIME ON DUTY-12:00 STRTIM-09:29 KOT-1
                         MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-0830000
                         STR MILES-154 $  189.29 OVERTIME- 02:31 $   75.77
                         DISTRIBUTION-000 PAY CD-166 TRIP CREDITS-0  FUND PLUG?-N
                         CONSTRUCTIVE ALLOWANCES:
                         TIME: H5-??:??  REVIEW
      *TX 08/25/00 21:57 ALW-    $ 00.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
      *CM 08/25/00 21:57 USERID: OTET316
       CY 08/25/00 21:58 TIE-UP ARBITRARIES/ALLOWANCES SUPPORTING COMMENTS:
          COMMENTS:HRS. OF SERVICE UP AT TROOST AVE. CO. AUTO.
          TO YARD OFFICE
       OU 08/28/00 08:19 ORG-MX125  DES-MX283  QLF-2 SERVICE-2 SLIP#-      H991959
                         SHORT CREW-Y  $015. 05
                         TOTAL PAY FOR THIS TRIP: $   556.10
       EN 08/28/00 08:19 UP  006487 UP  008296
       TK 08/28/00 08:19 SLIP-08/24/00   TIME ON DUTY-12:00 STRTIM-09:29 KOT-1
                         MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-0830000
                         STR MILES-154 $  189.29 OVERTIME- 02:31 $   75.77
                         DISTRIBUTION-000 PAY CD-166 TRIP CREDITS-0  FUND PLUG?-N
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                          NSTRUCTIVE ALLOWANCES:
                          TIME: H5-13:30 $   270.99
      *TX 08/28/00 08:19 ALW-     $ 00.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
      *CM 08/28/00 08:19 USERID: OCMS032
       DU 09/01/00 07:20 ORG-MX125  DES-MX283  QLF-B SERVICE-2 SLIP#-      HE91395
                          SHORT CREW-Y  $015. 05
                          TOTAL PAY FOR THIS TRIP: $    556.10
       EN 09/01/00 07:20 UP  006487 UP  008296
       TK 09/01/00 07:20 SLIP-08/24/00   TIME ON DUTY-12:00 STRTIM-09:29 KOT-1
                          MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-0830000
                          STR MILES-154 $   189.29 OVERTIME- 02:31 $    75.77
                          DISTRIBUTION-000 PAY CD-166 TRIP CREDITS-0  FUND PLUG?-N
                          CONSTRUCTIVE ALLOWANCES:
                          TIME: H5-13:30 $   270.99
       TX 09/01/00 07:20 ALW-     $ 00.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
       CM 09/01/00 07:20 USERID: OCMS032
 1/25  SN 08/25/00 19:46 NOTF-08/25 19:46-C PH-816-354-7336 VACANCY STEP-00
                                                          REGMAN-4288882368
       CM 08/25/00 19:46 TOOK CALL....KLR
       WC 08/25/00 19:47 JOBID:  /CNAWL  /24    ROSTER NO OF POSITION-353101
       CM 08/25/00 20:25 SWAP
       SA 08/25/00 20:25 MX283  RE36 CNAWL  ENG   STARTS AT:        08/25 21:45-C
                          NOTF-08/25 20:25-C PH-816-354-7336
                                            DH-N ST-OK STARTS:
       CM 08/25/00 20:26 CANCELLED JOB  RESTFUL SLEEP
 08/25 SN 08/25/00 20:27 NOTF-08/25 20:27-C PH-816-354-7336 VACANCY STEP-00
                                                          REGMAN-4288882368
       WR 08/25/00 20:27 MX283  RE36 ILADU  ENG     START AT-MX283  08/25 21:45-C
                          CREW REQ: R ACTUAL: R ST-OK
       CM 08/25/00 20:27 SWAP
       CM 08/25/00 20:27 JOB DESCRIPTION: =BM
       WC 08/25/00 20:28 JOBID:  /ILADU  /22    ROSTER NO OF POSITION-353101
       TU 08/26/00 10:12 RLS-08/26 10:15-C  TAT-08/26 09:45-C
                          TIEUP AT-MX125     AFHT-
                          DH-N REST-10 XREST-00000 RET-  SHRT-
                          T/U MLS-0154 CC MLS-01272
       CM 08/26/00 10:12 RLV- 08/26 09:45-C
       CM 08/26/00 10:12 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TS.
       CM 08/26/00 10:12 OTET316  QUICK TIE-UP  H091419
       CM 08/27/00 10:32 HOSV FTU- 08/26 10:15-C    TAT- 08/26 09:45-C
       CM 08/27/00 10:32 HOSV INITIAL TERMINAL DEPARTURE TIME - 08/26 01:50
       CM 08/27/00 10:32 HOSV USERID:  OTET316
       CM 08/27/00 10:32 HOSV RLV- 08/26 09:45-C
      *DU 08/27/00 10:35 ORG-MX283  DES-MX125  QLF-B SERVICE-2 SLIP#-***** H023818
                          RECEIVED DATE- 08/27/00
                          SHORT CREW-Y  $015. 05
                          TOTAL PAY FOR THIS TRIP: $    295.70
      *EN 08/27/00 10:35 SP  008641 KCS 002034 CEFK007075
       CM 08/27/00 10:35 CLAIMED: 901-Y    926-Y    7W -0030
      *TK 08/27/00 10:35 SLIP-08/25/00   TIME ON DUTY-12:00 STRTIM-10:09 KOT-1
                          MLS PD NR-000 OC-01 ALW-901 $06.00  WEIGHT-1822000
                          STR MILES-170 $.  208.48 OVERTIME- 01:32 $    46.17
                          DISTRIBUTION-000 PAY CD-174 TRIP CREDITS-0  FUND PLUG?-N
                          CONSTRUCTIVE ALLOWANCES:
                          TIME: 7W-00:30 $    15.05
      *TX 08/27/00 10:35 ALW-926 $ 06.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
      *CM 08/27/00 10:35 USERID: OTET316
       CM 08/27/00 10:36 FRA DATA ENG  ILADU  22 MX283  08252145 MX125  08260945
                          MX125  08261015
       CM 08/27/00 10:36 FRA DATA ENG OF ( MX125  08260945 MX125  08261015 CO
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                              TO TO YD. OFFICE
        CM 08/27/00 10:36 TTOD: 1200
        CY 08/27/00 10:36 TIE-UP ARBITRARIES/ALLOWANCES SUPPORTING COMMENTS:
          COMMENTS:HRS. OF SERVICE UP AT COLE JCT. CO. AUTO TO YD
          . OFF.
        DU 08/28/00 11:08 ORG-MX283  DES-MX125  QLF-0 SERVICE-2 SLIP#-      HE91395
                          SHORT CREW-Y  $015. 05
                          TOTAL PAY FOR THIS TRIP: $    295.70
        EN 08/28/00 11:08 SP  008641 KCS 002034 CEFX007075
        TK 08/28/00 11:08 SLIP-08/25/00   TIME ON DUTY-12:00 STRTIM-10:28 KOT-1
                          MLS PD NR-000 OC-01 ALW-901 $06.00  WEIGHT-1222000
                          STR MILES-170 $  208.43 OVERTIME- 01:32 $    46.17
                          DISTRIBUTION-000 PAY CD-174 TRIP CREDITS-0  FUND PLUG?-N
                          CONSTRUCTIVE ALLOWANCES:
                          TIME: 7W-00:30 $    15.05
        TX 08/28/00 11:08 ALW-926 $ 05.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
        CM 08/28/00 11:08 USERID: OCMS032
 8/27   DU 08/27/00 16:52 ORG-MX125  DES-MX283  QLF-B SERVICE-2 SLIP#-      -391[illegible]
                          TOTAL PAY FOR THIS CLAIM:$    827.33
        CL 08/27/00 16:52 SLIP-08/27/00  OCCUPATION-01       TRIP CREDITS-00
                          ALW-     $ 00.00  DISTRIBUTION-000  PAY CD-000 VACCANCY-00
                          CONSTRUCTIVE ALLOWANCE CODE - V1
                          UNITS-000  TIME-00:00  $    227.33
                          STAT MILES: 0000      TRAIN ID:  /CAENA  /26
 8/27   SN 08/27/00 08:26 NOTF-08/27 06:25-C PH-573-4[illegible]-0627 VACANCY STEP-10
                                                                  REGMAN-4258888388
        NR 08/27/00 08:26 MX125  RES6 CAENA  ENG      START AT-MX125  08/27 10:30-C
                          CREW REQ: R ACTUAL: R ST-OK
        CM 08/27/00 08:26 TC..KLV
        WC 08/27/00 08:27 JOBID:  /CAENA  /26     ROSTER NO OF POSITION-353101
                          HELD AWAY TIME- 08:15
        TU 08/27/00 16:05 RLS-08/27 16:05-C  TAT-08/27 15:30-C
                          TIEUP AT-MX283      AFHT-MX283  RES6
                          DH-N REST-8  XREST-00000 RET-  SHRT-N
                          T/U MLS-0154 OC MLS-01426
        CM 08/27/00 16:05 RLV- 08/27 16:05-C
        CM 08/27/00 16:05 INITIAL TERMINAL DEPARTURE TIME - 08/27 11:00
        CM 08/27/00 16:05 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
        CM 08/27/00 16:05 HIGHEST GENERAL ORDER IN SERVICE UNIT:  00000008
        CM 08/27/00 16:05       =TE AFHT MX283 USE EMPLOYEES PGP AFHT NUMBERS
       *DU 08/27/00 16:06 ORG-MX125  DES-MX283  QLF-B SERVICE-2 SLIP#-**** H791928
                          RECEIVED DATE- 08/27/00
                          SHORT CREW-Y  $015. 05
                          TOTAL PAY FOR THIS TRIP: $    209.34
       *EN 08/27/00 16:06 UP  008261 UP  006603 UP  006523
        CM 08/27/00 16:06 CLAIMED: 926-Y     H5 -0815
        CM 08/27/00 16:06 FRA DATA ENG  CAENA  26 MX125  08271030 MX283  08271605
                          MX283  08271605
        CM 08/27/00 16:06 TTOD: 0535
        CM 08/27/00 16:06 USERID: OTET316  LATA: H791928  TASKID: AF
        CM 08/27/00 16:06 UNDISTURBED REST: OFF
       *TK 08/27/00 16:06 SLIP-08/27/00   TIME ON DUTY-05:35 STRTIM-05:35 KOT-1
                          MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-1245000
                          STR MILES-154 $  189.29 OVERTIME- 00:00 $     .00
                          DISTRIBUTION-000 PAY CD-174 TRIP CREDITS-0  FUND PLUG?-N
                          CONSTRUCTIVE ALLOWANCES:
                          TIME: H5-??:??  REVIEW
       *TX 08/27/00 16:06 ALW-     $ 00.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
       *CM 08/27/00 16:06 USERID: OTET316
        CR 08/27/00 16:06 OLD REST TIME- 00/08/28 00:05-C                LATA-  00000
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                                  REST TIME- 00/08/28 00:05
      DU 08/29/00 13:49 ORG-MX125  DES-MX283  OLF-8 SERVICE-2 SLIP#-      HE91395
                        SHORT CREW-Y  $015.05
                        TOTAL PAY FOR THIS TRIP: $   374.94
      EN 08/29/00 13:49 UP  008261 UP  006603 UP  006523
      TK 08/29/00 13:49 SLIP-08/27/00   TIME ON DUTY-05:35 STRTIM-05:35 KOT-1
                        MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-1245000
                        STR MILES-154 $  189.29 OVERTIME- 00:00 $      .00
                        DISTRIBUTION-000 PAY CD-174 TRIP CREDITS-0  FUND PLUG1-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: H5-08:15 $  165.60
      TX 08/29/00 13:49 ALW-     $ 00.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
      CM 08/29/00 13:49 USERID: OCMS002
 08/27 ST 08/27/00 16:52 EFF-08/27 16:52-C DH-N OLD-OK NEW-LV MANUAL      TO-09
      ST 08/27/00 16:52 EFF-09/03 00:00-C DH-N PENDED STATUS EV INPUT
      CM 08/27/00 16:52 USERID: OCMS584  LATA: H391414  TASKID: PH
      VT 08/27/00 16:52 07 VACATION DAYS TAKEN FROM 08/27/00 TO 09/03/00
 8/28 NS 08/27/00 20:48 MX283  RE36 CNASW  ENG      START AT-MX283  08/28 01:30-C
                        CBR: 00 0000 00  DH-N ST-LV                VAC-509849327
 8/28 NS 08/28/00 13:00 MX125  RE36 DH11   ENG      START AT-       08/28 01:30-C
                        CBR: 00 0000 00  DH-N ST-LV                VAC-509849327
 8/29 NS 08/29/00 17:01 MX125  RE36 DWLAT  ENG      START AT-MX125  08/29 21:00-C
                        CBR: 00 0000 00  DH-N ST-LV                VAC-509849327
 8/29 NS 08/29/00 21:15 MX125  RE36 ZMNSE  ENG      START AT-MX125  08/29 21:00-C
                        CBR: 00 0000 00  DH-N ST-LV                VAC-509849327
08/30 NS 08/30/00 12:14 MX283  RE36 SKSPH  ENG      START AT-MX283  08/30 14:00-C
                        CBR: 00 0000 00  DH-N ST-LV                VAC-509849327
 8/31 NS 08/31/00 05:52 MX283  RE36 DH58   ENG      START AT-MX283  08/31 03:15-C
                        CBR: 00 0000 00  DH-N ST-LV                VAC-509849327
 8/31 NS 08/31/00 15:38 MX125  RE36 DH03   ENG      START AT-       08/31 03:15-C
                        CBR: 00 0000 00  DH-N ST-LV                VAC-509849327
09/01 DU 08/27/00 16:52 ORG-MX125  DES-MX283  OLF-8 SERVICE-8 SLIP#-      H391414
                        TOTAL PAY FOR THIS CLAIM:$   330.93
      CL 08/27/00 16:52 SLIP-09/01/00  OCCUPATION-01      TRIP CREDITS-00
                        ALW-     $ 00.00  DISTRIBUTION-000  PAY CD-000 VACDAYS-02
                        CONSTRUCTIVE ALLOWANCE CODE - V1
                        UNITS-000  TIME-00:00  $   330.93
                        STAT MILES: 0000      TRAIN ID:  /CAENA  /24
 9/01 CA 09/01/00 00:02 STARTS-00                                  E000000
                        CCMILS-0000 RDMILS-0000 MILSPD-0000 MILSMD-0000
 9/01 NS 09/01/00 00:46 MX125  RE36 CDYCV  ENG      START AT-MX125  09/01 02:15-C
                        CBR: 00 0000 00  DH-N ST-LV                VAC-509849327
09/01 NS 09/01/00 02:23 MX125  RE36 MESNF  ENG      START AT-MX125  09/01 02:15-C
                        CBR: 00 0000 00  DH-N ST-LV                VAC-509849327
 9/01 NS 09/02/00 12:29 MX125  RE36 DH08   ENG      START AT-       09/01 07:00-C
                        CBR: 00 0000 00  DH-N ST-EV                VAC-509849327
 9/01 NS 09/01/00 21:15 MX283  RE36 CCVDY  ENG      START AT-MX283  09/01 23:10-C
                        CBR: 00 0000 00  DH-N ST-LV                VAC-509849327
09/03 ST 09/03/00 00:03 EFF-09/03 00:00-C DH-N OLD-LV NEW-EV APPLIED
      CM 09/03/00 00:03 USERID: OCMS287  LATA: H391414  TASKID: 23
 9/03 NS 09/03/00 12:33 MX125  RE36 MASNF  ENG      START AT-MX125  09/03 14:30-C
                        CBR: 00 0000 00  DH-N ST-EV                VAC-509849327
 9/03 NS 09/03/00 14:39 MX125  RE36 CCUBT  ENG      START AT-MX125  09/03 14:30-C
                        CBR: 00 0000 00  DH-N ST-EV                VAC-509849327
 9/03 ST 09/03/00 22:12 EFF-09/03 22:12-C DH-N OLD-EV NEW-OK MANUAL
      CM 09/03/00 22:13 USERID: OCMS618  LATA: H391414  TASKID: PH
09/04 SN 09/04/00 13:52 NOTF-09/04 13:51-C PH-573-474-6627 VACANCY STEP-00
                        ASGN-MX125  RE36                   REGMAN-426682388
      WR 09/04/00 13:52 MX283  RE36 CSMHVR ENG      START AT-MX283  09/04 15:45-C
                        CREW PED: R ACTUAL: R ST-OK
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      CM 09/04/00 18:58 (  )KING OWN JOB
      WC 09/04/00 18:53 JOBID:  /CSMHVR /25    ROSTER NO OF POSITION-353101
      TU 09/05/00 01:31 RLS-09/05 01:30-C  TAT-09/05 00:25-C
                        TIEUP AT-MX125      AFHT-
                        DH-N REST-8  XREST-00000 RET-  SHRT-N
                        T/U MLS-0162 CC MLS-00162
      CM 09/05/00 01:31 RLV- 09/05 01:30-C
      CM 09/05/00 01:31 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
      CM 09/05/00 01:31 INITIAL TERMINAL DEPARTURE TIME - 09/04 18:25
      CM 09/05/00 01:31 HIGHEST GENERAL ORDER IN SERVICE UNIT:  00000008
      DU 09/05/00 01:34 ORG-MX283  DES-MX125  QLF-W SERVICE-2 SLIP#-**** H791863
                        RECEIVED DATE- 09/05/00
                        SHORT CREW-Y  $015. 05
                        TOTAL PAY FOR THIS TRIP: $   230.91
      EN 09/05/00 01:34 UP  007135 SP  000104
      CM 09/05/00 01:34 CLAIMED: 902-Y    926-Y
      CM 09/05/00 01:34 FRA DATA ENG  CSMHVR 25 MX283  09041845 MX125  09050130
                        MX125  09050130
      CM 09/05/00 01:34 TTOD: 0945
      CM 09/05/00 01:34 USERID: OTET316  LATA: H791863  TASKID: AF
      CM 09/05/00 01:34 UNDISTURBED REST: OFF
      TK 09/05/00 01:34 SLIP-09/04/00   TIME ON DUTY-09:45 STRTIM-09:45 KOT-1
                        MLS PD NR-000 OC-01 ALW-902 $12.00  WEIGHT-0850000
                        STR MILES-162 $  198.86 OVERTIME- 00:00 $     .00
                        DISTRIBUTION-000 PAY CD-166 TRIP CREDITS-0  FUND PLUG-N
      TX 09/05/00 01:34 ALW-926 $ 05.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
      CM 09/05/00 01:34 USERID: OTET316
      CE 09/05/00 01:34 OLD REST TIME- 00/09/05 09:30-C              LATA-  00000
                        NEW REST TIME- 00/09/05 09:30-C
09/06 SN 09/06/00 16:05 NOTF-09/06 16:05-C PH-573-474-0627 VACANCY STEP-00
                                                        REGMAN-4286802388
      WR 09/06/00 16:05 MX125  RES6 AASFX  ENG     START AT-MX125  09/06 18:00-C
                        CREW REQ: R ACTUAL: R ST-OK
      CM 09/06/00 16:05 TC.............KAC
      WC 09/06/00 16:06 JOBID:  /AASFX  /06    ROSTER NO OF POSITION-353101
                        HELD AWAY TIME- 24:30
      TU 09/07/00 03:23 RLS-09/07 03:25-C  TAT-09/07 02:10-C
                        TIEUP AT-MX283      AFHT-MX283  RES6
                        DH-N REST-8  XREST-00000 RET-  SHRT-N
                        T/U MLS-0162 CC MLS-00324
      CM 09/07/00 03:23 RLV- 09/07 03:25-C
      CM 09/07/00 03:23 INITIAL TERMINAL DEPARTURE TIME - 09/06 20:35
      CM 09/07/00 03:23 SYSTEM MSG: CC3 TIE-UP REPORTED THRU =TE.
      CM 09/07/00 03:23 HIGHEST GENERAL ORDER IN SERVICE UNIT:  00000009
      CM 09/07/00 03:23      =TE AFHT MX283 USE EMPLOYEES PGP AFHT NUMBERS
     *DU 09/07/00 03:26 ORG-MX125  DES-MX283  QLF-J SERVICE-2 SLIP#-**** H991928
                        RECEIVED DATE- 09/07/00
                        SHORT CREW-Y  $015. 05
                        TOTAL PAY FOR THIS TRIP: $   241.29
     *EN 09/07/00 03:26 UP  006858 UP  006086
      CM 09/07/00 03:26 CLAIMED: 926-Y    H5 -2430 I2 -0120 F3 -0015
      CM 09/07/00 03:26 FRA DATA ENG  AASFX  06 MX125  09061800 MX283  09070325
                        MX283  09070325
      CM 09/07/00 03:26 TTOD: 0925
      CM 09/07/00 03:26 USERID: OTET316  LATA: H991928  TASKID: AF
      CM 09/07/00 03:26 UNDISTURBED REST: OFF
     *TK 09/07/00 03:26 SLIP-09/06/00   TIME ON DUTY-09:25 STRTIM-09:25 KOT-1
                        MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-0810000
                        STR MILES-162 $  198.86 OVERTIME- 00:00 $     .00
                        DISTRIBUTION-000 PAY CD-166 TRIP CREDITS-0  FUND PLUG-N
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                                 CONSTRUCTIVE ALLOWANCES:
                                 TIME: H5-??:??  REVIEW   I2-01:20 $   18.85
      *TX 09/07/00 03:26 ALW-     $ 00.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
      *CM 09/07/00 03:26 USERID: OTET316
      *LN 09/07/00 03:26 SERV-2  TRIPS-0   ALW-     $00.00  DIST8-000 PAY CODE-166
                                 CONSTRUCTIVE ALLOWANCES:
                                 TIME: F3-00:15 $     3.53
       CE 09/07/00 03:26 OLD REST TIME- 00/09/07 11:25-C                LATA-  00000
                                 NEW REST TIME- 00/09/07 11:25-C
       CY 09/07/00 03:27 TIE-UP ARBITRARIES/ALLOWANCES SUPPORTING COMMENTS:
         COMMENTS:YARDED TRAIN QUINDERO
       DU 09/11/00 11:41 ORG-MX125  DES-MX283  QLF-J SERVICE-2 SLIP#-      HE91395
                                 SHORT CREW-Y  $015. 05
                                 TOTAL PAY FOR THIS TRIP: $   733.08
       EN 09/11/00 11:41 UP  006858 UP  006086
       TK 09/11/00 11:41 SLIP-09/06/00   TIME ON DUTY-09:25 STRTIM-09:25 KOT-1
                                 MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-0810000
                                 STR MILES-162 $  198.36 OVERTIME- 00:00 $     .00
                                 DISTRIBUTION-000 PAY CD-166 TRIP CREDITS-0  FUND PLUST-N
                                 CONSTRUCTIVE ALLOWANCES:
                                 TIME: H5-24:30 $  491.79 I8-01:20 $   18.85
       TX 09/11/00 11:41 ALW-     $ 00.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
       CM 09/11/00 11:41 USERID: OCMS032
       LN 09/11/00 11:41 SERV-2  TRIPS-0   ALW-     $00.00  DIST8-000 PAY CODE-166
                                 CONSTRUCTIVE ALLOWANCES:
                                 TIME: F3-00:15 $     3.53
 9/07  EN 09/07/00 11:38 NOTP-09/07 11:30-C 94-816-854-7834 VACANCY STEP-00
                                                          REGMAN-4288022388
       AR 09/07/00 11:38 MX283  REG6 CATOV  ENG      START AT-MX283  09/07 13:30-C
                                 CREW REQ: R ACTUAL: R ST-OK
       AC 09/07/00 11:38 JOBID:  /CATOV  /06     ROSTER NO OF POSITION-3SG101
       TU 09/08/00 02:45 RLS-09/08 02:45-C  TAT-09/08 02:40-C
                                 TIEUP AT-MX125      AFHT-
                                 DH-N REST-10 XREST-00000 RET-  SHRT-
                                 T/U MLS-0154 CC MLS-00478
       CM 09/02/00 02:45 RLV- 09/08 01:30-C
       CM 09/08/00 02:45 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TS.
       CM 09/06/00 02:45 OTET316  QUICK TIE-UP  H150151
       CM 09/09/00 20:43 HOSV FTU- 09/08 02:45-C     TAT- 09/08 02:40-C
       CM 09/09/00 20:43 HOSV INITIAL TERMINAL DEPARTURE TIME - 09/07 17:10
       CM 09/09/00 20:43 HOSV PICK UP CIRC7: G027    MODE: TAXI    TRFD- 09/08
                                 02:45-X
       CM 09/09/00 20:43 HOSV TIE-UP COMMENT:   ---------          ---        ---
       CM 09/09/00 20:43 HOSV USERID:  OTET316
       CM 09/09/00 20:43 HOSV PICK UP TIME:     09/08 01:30
       CM 09/09/00 20:43 HOSV RLV- 09/08 01:30-C
      *DU 09/09/00 20:48 ORG-MX283  DES-MX125  QLF-B SERVICE-2 SLIP#-**** H091419
                                 RECEIVED DATE- 09/09/00
                                 SHORT CREW-Y  $015. 05
                                 TOTAL PAY FOR THIS TRIP: $   323.77
      *EN 09/09/00 20:48 UP  008107 UP  008297 UP  007106
       CM 09/09/00 20:48 CLAIMED: 901-Y   926-Y    7W -9115
       CM 09/09/00 20:48 FRA DATA ENG  CATOV  06 MX283  09071330 G 027  09080130
                                 MX125  09080245
       CM 09/09/00 20:48 FRA DATA ENG DF X G 027  09080130 MX125  09080245 TAXI
                                 FROM WOODRIDGE
       CM 09/09/00 20:48 TTOD: 1200
      +TK 09/09/00 20:48 SLIP-09/07/00   TIME ON DUTY-12:00 STRTIM-09:58 KOT-1
                                 MLS PD NR-000 OC-01 ALW-901 $06.00  WEIGHT-1345000
                                 STR MILES-162 $  198.36 OVERTIME- 02:00 $   61.33
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                        STRIBUTION-000 PAY CD-174 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: 7W-01:15 $    37.64
      *TX 09/09/00 20:48 ALW-926 $ 05.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
      *CM 09/09/00 20:48 USERID: OTET316
       CY 09/09/00 20:49 TIE-UP ARBITRARIES/ALLOWANCES SUPPORTING COMMENTS:
         COMMENTS:HRS OF SERVICE UP AT WOOLDRIDGE
       DU 09/11/00 13:13 ORG-MX283  DES-MX125  QLF-W SERVICE-2 SLIP#-      HE91395
                        SHORT CREW-Y  $015. 05
                        TOTAL PAY FOR THIS TRIP: $    323.77
       EN 09/11/00 13:13 UP  008107 UP  008297 UP  007106
       TK 09/11/00 13:13 SLIP-09/07/00   TIME ON DUTY-12:00 STRTIM-09:58 KOT-1
                        MLS PD NR-000 OC-01 ALW-901 $06.00  WEIGHT-1243000
                        STR MILES-162 $  198.86 OVERTIME- 02:02 $    61.22
                        DISTRIBUTION-000 PAY CD-174 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: 7W-01:15 $    37.64
       TX 09/11/00 13:13 ALW-926 $ 05.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
       CM 09/11/00 13:13 USERID: OCMS032
 9/09  EN 09/09/00 18:26 NOTF-09/09 18:25-C PH-573-474-0627 VACANCY STEP-00
                                                          RESMAN-4299882382
       WR 09/09/00 18:26 MX125  RES6 COVAT  ENG     START AT-MX125  09/09 20:30-C
                        CREW REQ: R ACTUAL: R ST-OK
       CM 09/09/00 18:26 WIFE TC.......KAC
       CM 09/10/00 01:37 JOB10:  TIE-AT  XRS    RESTER NO OF POS.TO=-1EE...
                        HELD AWAY TIME- 25:45
       TU 09/10/00 02:11 RLS-09/10 02:15-C  TAT-09/10 01:25-C
                        TIEUP AT-MX283      AFHT-MX283  RES6
                        DH-N REST-8  XREST-00000 RET-  SHRT-N
                        T/U MLS-0154 CC MLS-00632
       CM 09/10/00 02:11 RLV- 09/10 02:15-C
       CM 09/10/00 02:11 INITIAL TERMINAL DEPARTURE TIME - 09/09 21:45
       CM 09/10/00 02:11 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
       CM 09/10/00 02:11 HIGHEST GENERAL ORDER IN SERVICE UNIT:  000000009
       CM 09/10/00 02:11       =TE AFHT MX283 USE EMPLOYEES PGP AFHT NUMBERS
      *DU 09/10/00 02:13 ORG-MX125  DES-MX283  QLF-B SERVICE-2 SLIP#-***** H791928
                        RECEIVED DATE- 09/10/00
                        SHORT CREW-Y  $015. 21
                        TOTAL PAY FOR THIS TRIP: $    211.55
      *EN 09/10/00 02:13 UP  008107 UP  008297 UP  006686 UP  007106
       CM 09/10/00 02:13 CLAIMED: 926-Y    H5 -2545
       CM 09/10/00 02:13 FRA DATA ENG  COVAT  08 MX125  09092030 MX283  09100215
                        MX283  09100215
       CM 09/10/00 02:13 TTOD: 0545
       CM 09/10/00 02:13 USERID: OTET316  LATA: H791928  TASKID: AF
       CM 09/10/00 02:13 UNDISTURBED REST: OFF
      *TK 09/10/00 02:13 SLIP-09/09/00   TIME ON DUTY-05:45 STRTIM-05:45 KOT-1
                        MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-1660000
                        STR MILES-154 $  191.34 OVERTIME- 00:00 $     .00
                        DISTRIBUTION-000 PAY CD-183 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: H5-??:??  REVIEW
      *TX 09/10/00 02:13 ALW-    $ 00.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
      *CM 09/10/00 02:13 USERID: OTET316
       CE 09/10/00 02:13 OLD REST TIME- 00/09/10 10:15-C              LATA-  00000
                        NEW REST TIME- 00/09/10 10:15-C
       DU 09/12/00 13:18 ORG-MX125  DES-MX283  QLF-B SERVICE-2 SLIP#-      HE91395
                        SHORT CREW-Y  $015. 21
                        TOTAL PAY FOR THIS TRIP: $    733.64
       EN 09/12/00 13:18 UP  008107 UP  008297 UP  006686 UP  007106
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      TK 09/12/00 13:18 SLIP-09/09/00   TIME ON DUTY-09:45 STRTIM-05:45 KOT-1
                        MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-1660000
                        STR MILES-154 $  191.34 OVERTIME- 00:00 $      .00
                        DISTRIBUTION-000 PAY CD-183 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: H5-25:45 $  522.09
      TX 09/12/00 13:18 ALW-     $ 00.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
      CM 09/12/00 13:18 USERID: OCMS032
09/10 NS 09/02/00 20:33 MX125  RE36 DH05   ENG      START AT-          09/10 07:00-C
                        CBR: 00 0000 00  DH-N ST-LV                    VAC-509849327
 9/10 SN 09/10/00 18:12 NOTF-09/10 18:12-C PH-816-254-7236 VACANCY STEP-00
                                                  *HOG CREW* REGMAN-428882388
      WR 09/10/00 18:12 MX283  RE36 CNABW  ENG      START AT-MX283  09/10 20:00-C
                        CREW REQ: R ACTUAL: R ST-OK
      CM 09/10/00 18:12 TC.........KAC
      CM 09/10/00 18:12 RECREW REASON: RT
      WC 09/10/00 18:13 JOBID:  /CNABW  /09    ROSTER NO OF POSITION-353101
      CM 09/11/00 00:01 LIMO SYSTEM CONTROL NUMBER: 00809606
      TU 09/11/00 05:21 RLS-09/11 05:20-C  TAT-09/11 05:00-C
                        TIEUP AT-MX125     AFHT-
                        DH-N REST-8  XREST-00000 RET-  SHRT-N
                        T/U MLS-0162 CC MLS-00794
      CM 09/11/00 05:21 RLV- 09/11 05:20-C
      CM 09/11/00 05:21 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
      CM 09/11/00 05:21 INITIAL TERMINAL DEPARTURE TIME - 09/10 23:30
      CM 09/11/00 05:21 HIGHEST GENERAL ORDER IN SERVICE UNIT:  000000009
      DU 09/11/00 05:23 ORG-MX283  DES-MX125  OLF-W SERVICE-2 SLIP#-***** H091419
                        RECEIVED DATE- 09/11/00
                        SHORT CREW-Y  $015.05
                        TOTAL PAY FOR THIS TRIP: $   662.72
      EN 09/11/00 05:23 UP  006802 UP  008276 SP  000275
      CM 09/11/00 05:23 CLAIMED: 900-Y    926-Y    I2 -0815
      CM 09/11/00 05:23 FRA DATA ENG  CNABW  09 MX283  09102000 MX125  09110520
                        MX125  09110520
      CM 09/11/00 05:23 TTOD: 0920
      CM 09/11/00 05:23 USERID: OTET316  LATA: H091419  TASKID: AF
      CM 09/11/00 05:23 UNDISTURBED REST: OFF
      TK 09/11/00 05:23 SLIP-09/10/00   TIME ON DUTY-09:20 STRTIM-09:20 KOT-1
                        MLS PD NR-000 OC-01 ALW-902 $12.00  WEIGHT-1245000
                        STR MILES-162 $  198.86 OVERTIME- 00:00 $      .00
                        DISTRIBUTION-000 PAY CD-174 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: I2-02:15 $   31.81
      TX 09/11/00 05:23 ALW-926 $ 05.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
      CM 09/11/00 05:23 USERID: OTET316
      CE 09/11/00 05:23 OLD REST TIME- 00/09/11 13:20-C              LATA-  00000
                        NEW REST TIME- 00/09/11 13:20-C
 9/12 SN 09/12/00 06:37 NOTF-09/12 06:36-C PH-573-474-0627 VACANCY STEP-00
                                                        REGMAN-428882388
      WR 09/12/00 06:37 MX125  RE36 IDULA  ENG      START AT-MX125  09/12 08:30-C
                        CREW REQ: R ACTUAL: R ST-OK
      CM 09/12/00 06:37 TC.............................CDH
      WC 09/12/00 06:38 JOBID:  /IDULA  /12    ROSTER NO OF POSITION-353101
                        HELD AWAY TIME- 11:10
      TU 09/12/00 20:14 RLS-09/12 20:20-C  TAT-09/12 19:25-C
                        TIEUP AT-MX283     AFHT-MX283  RE36
                        DH-N REST-8  XREST-00000 RET-  SHRT-N
                        T/U MLS-0154 CC MLS-00948
      CM 09/12/00 20:14 RLV- 09/12 20:20-C
      CM 09/12/00 20:14 INITIAL TERMINAL DEPARTURE TIME - 09/12 14:40
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      CM 09/12/00 20:14 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
      CM 09/12/00 20:14 HIGHEST GENERAL ORDER IN SERVICE UNIT:  00000003
      CM 09/12/00 20:14       =TE AFHT MX283 USE EMPLOYEES PGP AFHT NUMBERS
     *DU 09/12/00 20:16 ORG-MX125  DES-MX283  OLF-B SERVICE-2 SLIP#***** HG26634
                        RECEIVED DATE- 09/12/00
                        SHORT CREW-Y  $015. 05
                        TOTAL PAY FOR THIS TRIP: $    280.09
     *EN 09/12/00 20:16 UP  004441 UP  006120 CEFX000130
      CM 09/12/00 20:16 CLAIMED: 926-Y     HS -1110
      CM 09/12/00 20:16 FRA DATA ENG  IDULA  12 MX125  09120830 MX283  09120020
                        MX283  09122020
      CM 09/12/00 20:16 TTOD: 1150
      CM 09/12/00 20:16 USERID: OTET316  LATA: HG26634  TASKID: AF
      CM 09/12/00 20:16 UNDISTURBED REST: OFF
     *TK 09/12/00 20:16 SLIP-09/12/00   TIME ON DUTY-11:50 STRTIM-09:29 KOT-1
                        MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-1213000
                        STR MILES-154 $  189.29 OVERTIME- 02:21 $   70.75
                        DISTRIBUTION-000 PAY CD-174 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: HS-??:??  REVIEW
     *TX 09/12/00 20:16 ALW-    $ 00.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
     *CM 09/12/00 20:16 USERID: OTETS16
      CE 09/12/00 20:16 OLD REST TIME- 00/09/13 04:20-C              LATA-  00000
                        NEW REST TIME- 00/09/13 04:20-C
      CY 09/13/00 20:17 TIE-UP ARBITRARIES/ALLOWANCES SUPPORTING COMMENTS:
        COMMENTS:TIED UP TRK 908 NEFF YD
      DU 09/14/00 07:50 ORG-MX125  DES-MX283  OLF-B SERVICE-2 SLIP#-     HE91395
                        SHORT CREW-Y  $015. 05
                        TOTAL PAY FOR THIS TRIP: $    504.24
      EN 09/14/00 07:50 UP  004441 UP  006120 CEFX000130
      TK 09/14/00 07:50 SLIP-09/12/00   TIME ON DUTY-11:50 STRTIM-09:29 KOT-1
                        MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-1213000
                        STR MILES-154 $  189.29 OVERTIME- 02:21 $   70.75
                        DISTRIBUTION-000 PAY CD-174 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: HS-11:10 $  224.15
      TX 09/14/00 07:50 ALW-    $ 00.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
      CM 09/14/00 07:50 USERID: OCMS032
09/13 SN 09/13/00 11:31 NOTF-09/13 11:29-C PH-816-254-7836 VACANCY STEP-00
                                                          REGMAN-4258882388
      WC 09/13/00 11:32 JOBID:  /ZSEME  /10    ROSTER NO OF POSITION-353101
      CM 09/13/00 14:05 SWAPPED
      SA 09/13/00 14:05 MX283  RE36 ZSEME  ENG   STARTS AT:        09/13 13:15-C
                        NOTF-09/13 14:05-C PH-816-254-7236
                                    DH-N ST-OK STARTS:
      CM 09/13/00 14:06 ANNULMENT CODE: TC  REASON: TO DH
09/13 SN 09/13/00 14:06 NOTF-09/13 14:06-C PH-816-254-7236 VACANCY STEP-00
                                                          REGMAN-4258882388
      WR 09/13/00 14:06 MX283  RE36 DH61   ENG     START AT-MX283  09/13 13:15-C
                        CREW REQ: R ACTUAL: R ST-OK
      CM 09/13/00 14:06 SWAPPED TO DH
      CM 09/13/00 14:06 DH TYPE: SEPARATE AND APART    DH METHOD: TAXI
                        DH REASON: DA
      WC 09/13/00 14:07 JOBID:  /DH61   /13    ROSTER NO OF POSITION-353101
      TU 09/13/00 19:00 RLS-09/13 19:00-C  TAT-09/13 18:50-C
                        TIEUP AT-MX125     AFHT-
                        DH-N REST-8  XREST-00000 RET-  SHRT-N
                        T/U MLS-0130 OC MLS-01078
      CM 09/13/00 19:00 RLV- 09/13 19:00-C
      CM 09/13/00 19:00 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
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     CM 09/13/00 19:00 INITIAL TERMINAL DEPARTURE TIME - 09/13 15:35
     CM 09/13/00 19:00 HIGHEST GENERAL ORDER IN SERVICE UNIT:  00000003
    *DU 09/13/00 19:04 ORG-MX283  DES-MX125  OLF-D SERVICE-2 SLIP#-***** H440415
                       RECEIVED DATE- 09/13/00
                       TOTAL PAY FOR THIS TRIP: $   168.32
     CM 09/13/00 19:04 CLAIMED: 902-Y     D4 -0800
     CM 09/13/00 19:04 FRA DATA ENG DT X MX283  09131315 MX125  09131900 AMTRAK
     CM 09/13/00 19:04 TTOD: 0000
    *TK 09/13/00 19:04 SLIP-09/13/00   TIME ON DUTY-05:45 STRTIM-05:45 KOT-0
                       MLS PD NR-000 OC-01 ALW-902 $12.00  WEIGHT-0001000
                       STR MILES-000 $      .00 OVERTIME- 00:00 $      .00
                       DISTRIBUTION-000 PAY CD-151 TRIP CREDITS-0  FUND PLUG?-N
                       CONSTRUCTIVE ALLOWANCES:
                       TIME: D4-08:00 $  156.32
    *TX 09/13/00 19:04 ALW-     $ 00.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
    *CM 09/13/00 19:04 USERID: OTET316
     DU 09/15/00 10:41 ORG-MX283  DES-MX125  OLF-D SERVICE-2 SLIP#-      HEF1095
                       TOTAL PAY FOR THIS TRIP: $   168.32
     TK 09/15/00 10:41 SLIP-09/13/00   TIME ON DUTY-05:45 STRTIM-05:45 KOT-0
                       MLS PD NR-000 OC-01 ALW-902 $12.00  WEIGHT-0001000
                       STR MILES-000 $      .00 OVERTIME- 00:00 $      .00
                       DISTRIBUTION-000 PAY CD-151 TRIP CREDITS-0  FUND PLUG?-N
                       CONSTRUCTIVE ALLOWANCES:
                       TIME: D4-08:00 $  156.32
     TX 09/15/00 10:41 ALW-     $ 00.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
     CM 09/15/00 10:41 USERID: OCMS032
?/15 EN 09/15/00 04:29 NOTF-09/15 04:20-C PH-678-474-0627 VACANCY STEP-00
                                                          REGMAN-4258623885
     WR 09/15/00 04:29 MX125  REG6 MASKS  ENG      START AT-MX125  09/15 06:30-C
                       CREW REQ: R ACTUAL: F ST-OK
     CM 09/15/00 04:29 TC..
     WC 09/15/00 04:30 TO:D:  /MASKS  /15    ROSTER NO OF POSITION-3851.01
                       HELD AWAY TIME- 19:30
     TU 09/15/00 16:59 RLS-09/15 17:00-C  TAT-09/15 12:35-C
                       TIEUP AT-MX283      AFHT-MX283  REG6
                       DH-N REST-8  XREST-00000 RET-  SHRT-N
                       T/U MLS-0162 CC MLS-01240
     CM 09/15/00 16:59 RLV- 09/15 17:00-C
     CM 09/15/00 16:59 INITIAL TERMINAL DEPARTURE TIME - 09/15 07:55
     CM 09/15/00 16:59 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
     CM 09/15/00 16:59 HIGHEST GENERAL ORDER IN SERVICE UNIT:  00000003
     CM 09/15/00 16:59       =TE AFHT MX283 USE EMPLOYEES PGP AFHT NUMBERS
    *DU 09/15/00 17:02 ORG-MX125  DES-MX283  OLF-J SERVICE-2 SLIP#-***** H991959
                       RECEIVED DATE- 09/15/00
                       SHORT CREW-Y  $015. 05
                       TOTAL PAY FOR THIS TRIP: $   259.67
    *EN 09/15/00 17:02 UP  005697 UP  006283 BN  007205
     CM 09/15/00 17:02 CLAIMED: 926-Y     H5 -1930 F3 -0253
    *TK 09/15/00 17:02 SLIP-09/15/00   TIME ON DUTY-10:30 STRTIM-09:58 KOT-1
                       MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-1097000
                       STR MILES-162 $  198.86 OVERTIME- 00:32 REVIEW
                       DISTRIBUTION-000 PAY CD-171 TRIP CREDITS-0  FUND PLUG?-N
                       CONSTRUCTIVE ALLOWANCES:
                       TIME: H5-??:??  REVIEW   F3-02:53 $   40.76
    *TX 09/15/00 17:02 ALW-     $ 00.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
    *CM 09/15/00 17:02 USERID: OTET316
     CM 09/15/00 17:03 FRA DATA ENG  MASKS  15 MX125  09150630 MX283  09151700
                       MX283  0915?700
     CM 09/15/00 17:03 TTOD: 1030
     CM 09/15/00 17:03 USERID: OTET316  LATA: H991959  TASKID: AF
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      CM 09/15/00 17:03 UNDISTURBED REST: OFF
      CY 09/15/00 17:03 TIE-UP ARBITRARIES/ALLOWANCES SUPPORTING COMMENTS:
        COMMENTS:YARDED TRAIN 18TH. ST.YD.
      CE 09/15/00 17:03 OLD REST TIME- 00/09/16 01:00-C              LATA-  00000
                        NEW REST TIME- 00/09/16 01:00-C
      DU 09/19/00 08:51 ORG-MX125  DES-MX283  QLF-J SERVICE-2 SLIP#-      HE91395
                        SHORT CREW-Y  $015.05
                        TOTAL PAY FOR THIS TRIP: $   667.15
      EN 09/19/00 08:51 UP  005697 UP  006283 BN  007805
      TK 09/19/00 08:51 SLIP-09/15/00   TIME ON DUTY-10:30 STRTIM-09:58 KDT-1
                        MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-1297000
                        STR MILES-162 $  198.86 OVERTIME- 00:32 $   16.06
                        DISTRIBUTION-000 PAY CD-171 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: H5-19:30 $  391.42
      TX 09/19/00 08:51 ALW-    $ 00.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
      CM 09/19/00 08:51 USERID: OCMS032
      LN 09/19/00 08:51 SERV-2  TRIPS-0   ALW-    $00.00  DIST2-000  PAY CDS-17,
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: F0-02:53 $   40.76
 9/16 CA 09/16/00 00:02 STARTS-00                                      00000000
                        CCMILS-0000 RDMILS-0000 MILSPD-0000 MILSMO-0000
09/16 EN 09/15/00 23:00 NOTF-09/15 22:59-C PH-816-254-7836 VACANCY STEP-00
                                                        REGMAN-4858883838
      WR 09/15/00 23:00 MX283  RE36 2SEME  ENG     START AT-MX283  09/16 01:00-C
                        CREW REQ: R ACTUAL: R ST-OK
      CM 09/15/00 23:00 TC.........KAC
      WC 09/15/00 23:01 JOBID:  /2SEME  /12    ROSTER NO OF POSITION-3531101
      TU 09/16/00 11:11 RLS-09/16 11:10-C  TAT-09/16 10:05-C
                        TIEUP AT-MX125      AFHT-
                        DH-N REST-8  XREST-00000 RET-  SHRT-N
                        T/U MLS-0168 IC MLS-00168
      CM 09/16/00 11:11 RLV- 09/16 11:10-C
      CM 09/16/00 11:11 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
      CM 09/16/00 11:11 INITIAL TERMINAL DEPARTURE TIME - 09/16 03:20
      CM 09/16/00 11:11 HIGHEST GENERAL ORDER IN SERVICE UNIT:  00000003
      DU 09/16/00 11:12 ORG-MX283  DES-MX125  QLF-W SERVICE-2 SLIP#-**** H150151
                        RECEIVED DATE- 09/16/00
                        SHORT CREW-Y  $015.05
                        TOTAL PAY FOR THIS TRIP: $   240.23
      EN 09/16/00 11:12 UP  006551 UP  003705 UP  004807
      CM 09/16/00 11:12 CLAIMED: 901-Y    926-Y    I2 -0105
      TK 09/16/00 11:13 SLIP-09/16/00   TIME ON DUTY-10:10 STRTIM-09:58 KDT-1
                        MLS PD NR-000 OC-01 ALW-901 $06.00  WEIGHT-1215000
                        STR MILES-162 $  198.86 OVERTIME- 00:12 REVIEW
                        DISTRIBUTION-000 PAY CD-174 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: I2-01:05 $   15.32
      TX 09/16/00 11:12 ALW-926 $ 05.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
      CM 09/16/00 11:12 USERID: OTET316
      CM 09/16/00 11:13 FRA DATA ENG  2SEME  12 MX283  09160100 MX125  09161110
                        MX125  09161110
      CM 09/16/00 11:13 TTOD: 1010
      CM 09/16/00 11:13 USERID: OTET316  LATA: H150151  TASKID: AF
      CM 09/16/00 11:13 UNDISTURBED REST: OFF
      CE 09/16/00 11:13 OLD REST TIME- 00/09/16 19:10-C              LATA-  00000
                        NEW REST TIME- 00/09/16 19:10-C
 9/16 UN 09/16/00 17:55 MX125  RE36 CWLCA  ENG   STARTS AT: MX125  09/16 19:45-C
         PJ             NOTF-09/16 17:55-C PH-573-474-0627 VACANCY STEP-04
                        ASGN-MX125  RE36 DH-N                 REGMAN-4884877668
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      CM 09/16/00 17:55
09/17 SN 09/16/00 23:24 NOTF-09/16 23:21-C PH-573-474-0627 VACANCY STEP-00
                                                          REGMAN-428882388
      WR 09/16/00 23:24 MX125  RE36 IDUOA  ENG     START AT-MX125  09/17 01:20-C
                        CREW REQ: R ACTUAL: R ST-OK
      CM 09/16/00 23:24 TC.....CDH
      WC 09/16/00 23:25 JOBID:  /IDUOA  /16    ROSTER NO OF POSITION-353101
      TU 09/17/00 07:47 RLS-09/17 07:45-C  TAT-09/17 06:30-C
                        TIEUP AT-MX283      AFHT-MX283  RE36
                        DH-N REST-8  XREST-00000 RET-  SHRT-N
                        T/U MLS-0154 CC MLS-00316
      CM 09/17/00 07:47 RLV- 09/17 07:45-C
      CM 09/17/00 07:47 INITIAL TERMINAL DEPARTURE TIME - 09/17 01:50
      CM 09/17/00 07:47 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
      CM 09/17/00 07:47 HIGHEST GENERAL ORDER IN SERVICE UNIT:  000000003
      CM 09/17/00 07:47       =TE AFHT MX283 USE EMPLOYEES PGP AFHT NUMBERS
      DU 09/17/00 07:48 ORG-MX125  DES-MX283  OLF-8 SERVICE-2 SLIP#-**** HX23803
                        RECEIVED DATE- 09/17/00
                        SHORT CREW-Y  $015. 14
                        TOTAL PAY FOR THIS TRIP: $   210.57
      EN 09/17/00 07:48 UP  003613 UP  004918 UP  005686 UP  009557
      CM 09/17/00 07:48 CLAIMED: 926-Y
      TK 09/17/00 07:48 SLIP-09/17/00   TIME ON DUTY-06:25 STRTIM-06:25 KOT-1
                        MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-1486000
                        STR MILES-154 $  190.43 OVERTIME- 00:00 $      .00
                        DISTRIBUTION-000 PAY CD-179 TRIP CREDITS-0  FUND PLUG?-N
      TX 09/17/00 07:48 ALW-     $ 00.00 DOUBLE LOCAL PAY-$--.-- CASCOSE-$--.--
      CM 09/17/00 07:48 USERID: OTET316
      CM 09/17/00 07:49 FRA DATA ENG  IDUOA  16 MX125  09170120 MX283  09170745
                        MX283  09170745
      CM 09/17/00 07:49 TTOO: 0625
      CM 09/17/00 07:49 USERID: OTET316  LATA: HX23803  TASKID: AF
      CM 09/17/00 07:49 UNDISTURBED REST: OFF
      CE 09/17/00 07:49 OLD REST TIME- 00/09/17 15:45-C              LATA-  00000
                        NEW REST TIME- 00/09/17 15:45-C
09/17 UN 09/17/00 19:44 MX283  RE36 CATPA  ENG   STARTS AT:         09/17 21:45-C
         NA             NOTF-09/17 19:43-C PH-816-254-7236 VACANCY STEP-00
                                    DH-N                        REGMAN-428882388
      UN 09/17/00 19:44 MX283  RE36 CATPA  ENG   STARTS AT:         09/17 21:45-C
         ML             NOTF-09/17 19:44-C PH-573-443-9266 VACANCY STEP-00
                                    DH-N                        REGMAN-428882388
      CM 09/17/00 19:44 NO ANSWER.....KAC
      CM 09/17/00 19:44 PAGED.....KAC
      EN 09/17/00 19:48 NOTF-09/17 19:48-C PH-816-254-7236 VACANCY STEP-00
                                                          REGMAN-428882388
      WR 09/17/00 19:48 MX283  RE36 CATPA  ENG     START AT-MX283  09/17 21:45-C
                        CREW REQ: R ACTUAL: R ST-OK
      CM 09/17/00 19:48 CITC.....KAC
      WC 09/17/00 19:49 JOBID:  /CATPA  /16    ROSTER NO OF POSITION-353101
      TU 09/18/00 04:51 RLS-09/18 04:50-C  TAT-09/18 03:55-C
                        TIEUP AT-MX125      AFHT-
                        DH-N REST-8  XREST-00000 RET-  SHRT-N
                        T/U MLS-0162 CC MLS-00478
      CM 09/18/00 04:51 RLV- 09/18 04:50-C
      CM 09/18/00 04:51 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
      CM 09/18/00 04:51 INITIAL TERMINAL DEPARTURE TIME - 09/17 23:35
      CM 09/18/00 04:51 HIGHEST GENERAL ORDER IN SERVICE UNIT:  000000003
     *DU 09/18/00 04:56 ORG-MX283  DES-MX125  OLF-N SERVICE-2 SLIP#-**** H440415
                        RECEIVED DATE- 09/18/00
                        SHORT CREW-Y  $015. 05
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                              TAL PAY FOR THIS TRIP: $    230.91
      *EN 09/18/00 04:56 UP  006472 SP  000181 UP  006825
       CM 09/18/00 04:56 CLAIMED: 902-Y     926-Y
      *TK 09/18/00 04:56 SLIP-09/17/00   TIME ON DUTY-07:05 STRTIM-07:05 KOT-1
                         MLS PD NR-000 OC-01 ALW-902 $12.00  WEIGHT-1845000
                         STR MILES-162 $  198.86 OVERTIME- 00:00 $      .00
                         DISTRIBUTION-000 PAY CD-174 TRIP CREDITS-0  FUND PLUG?-N
      *TX 09/18/00 04:56 ALW-926 $ 05.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
      *CM 09/18/00 04:56 USERID: OTET316
       CM 09/18/00 04:57 FRA DATA ENG  CATFA  16 MX283  09172145 MX185  09180455
                         MX125  09180455
       CM 09/18/00 04:57 TTOD: 0710
       CM 09/18/00 04:57 USERID: OTET316  LATA: H440415  TASKID: AF
       CM 09/18/00 04:57 UNDISTURBED REST: OFF
       CY 09/18/00 04:57 TIE-UP ARBITRARIES/ALLOWANCES SUPPORTING COMMENTS:
         COMMENTS:WE DEPARTED THE YARD OFFICE AT 2235  NEFF
       CE 09/18/00 04:57 OLD REST TIME- 00/09/18 12:50-C              LATA-  00000
                         NEW REST TIME- 00/09/18 12:55-C
         YARD AT 2238  ROCK CREEK AT 2240 . RAN AROUND ENGR. 9
         AL THOMAS
       DU 09/21/00 10:58 ORG-MX283  DES-MX125  QLF-W SERVICE-2 SLIP#-      HE91395
                         SHORT CREW-Y  $015. 05
                         TOTAL PAY FOR THIS TRIP: $    230.91
       EN 09/21/00 10:58 UP  006472 SP  000181 UP  006825
       TK 09/21/00 10:58 SLIP-09/17/00   TIME ON DUTY-07:05 STRTIM-07:05 KOT-1
                         MLS PD NR-000 OC-01 ALW-902 $12.00  WEIGHT-1845000
                         STR MILES-162 $  198.86 OVERTIME- 00:00 $      .00
                         DISTRIBUTION-000 PAY CD-174 TRIP CREDITS-0  FUND PLUG?-N
       TX 09/21/00 10:58 ALW-926 $ 05.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
       CM 09/21/00 10:58 USERID: OCMS032
9/19   CN 09/19/00 20:21  *** CLAIM ADDED TO INDEX AL


       CN 09/19/00 20:21 CLAIM # 00880496 CLAIM DATE  09/19/00 SLIP # 166
       CN 09/19/00 20:21 AMOUNT CLAIMED                    POSITION ENG 111800
       CN 09/19/00 20:21 LEAD CLAIMANT DR SNYDER          TRAIN/JOB 2CGPJR18
       CN 09/19/00 20:21 I FAILED TO CLAIM H.A.H.T. FOR THIS TRIP 15HRS AND
       CN 09/19/00 20:21  05MIN . I TIED UP IN    JEFF. CITY ON 09/18/00 AT
       CN 09/19/00 20:21  0450 HRS. ON CATFA 16 WITH CONDR.D.R.HILL
       CM 09/22/00 11:57  *** CLAIM PROCESSED BY    OCMS032
9/19   SN 09/19/00 10:00 NOTF-09/19 09:59-C PH-573-474-0627 VACANCY STEP-00
                                                          REGMAN-428882388
       UP 09/19/00 10:00 MX125  RE36 CGPJR  ENG     START AT-MX125  09/19 12:30-C
                         CREW REQ: R ACTUAL: R ST-OK
       CM 09/19/00 10:00 JOB DESCRIPTION: =BM
       WC 09/19/00 10:01 JOBID: 2/CGPJR  /18    ROSTER NO OF POSITION-353101
                         HELD AWAY TIME- 15:10
       TU 09/19/00 20:07 RLS-09/19 20:10-C  TAT-09/19 17:35-C
                         TIEUP AT-MX283     AFHT-MX283  RE36
                         DH-N REST-8  XREST-00000 RET-  SHRT-N
                         T/U MLS-0154 CC MLS-00632
       CM 09/19/00 20:07 RLV- 09/19 20:10-C
       CM 09/19/00 20:07 UNDISTURBED REST: 1000 HRS
       CM 09/19/00 20:07 INITIAL TERMINAL DEPARTURE TIME - 09/19 12:30
       CM 09/19/00 20:07 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
       CM 09/19/00 20:07 HIGHEST GENERAL ORDER IN SERVICE UNIT:  000000009
       CM 09/19/00 20:07      =TE AFHT MX283 USE EMPLOYEES PGP AFHT NUMBERS
      *DU 09/19/00 20:09 ORG-MX125  DES-MX283  QLF-8 SERVICE-2 SLIP#-**** H991928
                         RECEIVED DATE- 09/19/00
                         SHORT CREW-Y  $015. 05
                         TOTAL PAY FOR THIS TRIP: $    209.84
      *EN 09/19/00 20:09 UP  006787 UP  006821 UP  006898
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      CM 09/19/00 20:09 CLAIMED: 926-Y
      CM 09/19/00 20:09 FRA DATA ENG 2CGPJR  18 MX125  09191200 MX283  09192010
                        MX283  09192010
      CM 09/19/00 20:09 TTOD: 0810
      CM 09/19/00 20:09 USERID: OTET316  LATA: H991928  TASKID: AF
      CM 09/19/00 20:09 UNDISTURBED REST: ON
     *TK 09/19/00 20:09 SLIP-09/19/00   TIME ON DUTY-08:10 STRTIM-08:10 KOT-1
                        MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-1245000
                        STR MILES-154 $  189.29 OVERTIME- 00:00 $      .00
                        DISTRIBUTION-000 PAY CD-174 TRIP CREDITS-0  FUND PLUG?-N
     *TX 09/19/00 20:09 ALW-     $ 00.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
     *CM 09/19/00 20:09 USERID: OTET316
      CE 09/19/00 20:09 OLD REST TIME- 00/09/20 06:10-C              LATA-  00000
                        NEW REST TIME- 00/09/20 06:10-C
      CY 09/19/00 20:10 TIE-UP ARBITRARIES/ALLOWANCES SUPPORTING COMMENTS:
        COMMENTS:NEFF YD.
      DU 09/22/00 11:50 ORG-MX125  DES-MX283  OLF-8 SERVICE-2 SLIP#-      HE91395
                        SHORT CREW-Y  $015. 05
                        TOTAL PAY FOR THIS TRIP: $   513.78
      EN 09/22/00 11:50 UP  007270 UP  006821 UP  008292
      TK 09/22/00 11:50 SLIP-09/19/00   TIME ON DUTY-08:10 STRTIM-08:10 KOT-1
                        MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-1245000
                        STR MILES-154 $  189.29 OVERTIME- 00:00 $      .00
                        DISTRIBUTION-000 PAY CD-174 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: H5-15:10 $  304.44
      TX 09/22/00 11:50 ALW-     $ 00.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
      CM 09/22/00 11:50 USERID: OCMS032
 9/20 SN 09/20/00 11:05 NOTF-09/20 11:03-C PH-816-254-7236 VACANCY STEP-00
                                                        REDMAN-4238F3289
      WR 09/20/00 11:05 MX283  RE36 MKCAS  ENG      START AT-MX283  09/20 12:30-C
                        CREW REQ: R ACTUAL: R ST-OK
      WC 09/20/00 11:06 JOBID:  /MKCAS  /20    ROSTER NO OF POSITION-353101
      TU 09/20/00 23:32 RLS-09/20 23:35-C  TAT-09/20 23:20-C
                        TIEUP AT-MX125      AFHT-
                        DH-N REST-8  XREST-00000 RET-  SHRT-N
                        T/U MLS-0154 CC MLS-00786
      CM 09/20/00 23:32 RLV- 09/20 23:35-C
      CM 09/20/00 23:32 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
      CM 09/20/00 23:32 INITIAL TERMINAL DEPARTURE TIME - 09/20 16:15
      CM 09/20/00 23:32 HIGHEST GENERAL ORDER IN SERVICE UNIT:  00000009
     *DU 09/20/00 23:34 ORG-MX283  DES-MX125  OLF-8 SERVICE-2 SLIP#-**** H091419
                        RECEIVED DATE- 09/20/00
                        SHORT CREW-Y  $015. 05
                        TOTAL PAY FOR THIS TRIP: $   269.51
     *EN 09/20/00 23:34 NS  008914 NS  005205
      CM 09/20/00 23:34 CLAIMED: 902-Y    926-Y    I2 -0230
      CM 09/20/00 23:34 FRA DATA ENG  MKCAS  20 MX283  09201630 MX125  09202335
                        MX125  09202335
      CM 09/20/00 23:34 TTOD: 1105
      CM 09/20/00 23:34 USERID: OTET316  LATA: H091419  TASKID: AF
      CM 09/20/00 23:34 UNDISTURBED REST: OFF
     *TK 09/20/00 23:34 SLIP-09/20/00   TIME ON DUTY-11:05 STRTIM-09:29 KOT-1
                        MLS PD NR-000 OC-01 ALW-902 $12.00  WEIGHT-0672734
                        STR MILES-154 $  189.29 OVERTIME- 01:36 $   48.17
                        DISTRIBUTION-000 PAY CD-163 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: 19-02:30  REVIEW
     *TX 09/20/00 23:34 ALW-902 $ 05.40 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
     *CM 09/20/00 23:34 USERID: OTET316
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    CE 09/20/00 23:34 OLD REST TIME- 00/09/21 07:35-C                LATA-  00000
                      NEW REST TIME- 00/09/21 07:35-C
    CY 09/20/00 23:35 TIE-UP ARBITRARIES/ALLOWANCES SUPPORTING COMMENTS:
      COMMENTS:SEDALIA ROUTE
    DU 09/25/00 08:32 ORG-MX283  DES-MX125  QLF-B SERVICE-2 SLIP#-XX   HE91395
                      RECEIVED DATE- 09/25/00
                      SHORT CREW-Y  $015. 05
                      TOTAL PAY FOR THIS TRIP: $   269.51
    EN 09/25/00 08:32 NS  008914 NS  005205
    TK 09/25/00 08:32 SLIP-09/20/00   TIME ON DUTY-11:05 STRTIM-09:29 KOT-1
                      MLS PD NR-000 OC-01 ALW-902 $12.00  WEIGHT-0672726
                      STR MILES-154 $  189.29 OVERTIME- 01:36 $   48.17
                      DISTRIBUTION-000 PAY CD-163 TRIP CREDITS-0  FUND PLUS?-N
    TX 09/25/00 08:32 ALW-926 $ 05.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
    CM 09/25/00 08:32 USERID: OCMS032
    DK 09/25/00 08:33 DECLINATION NUMBER- AL 0920-004   SLIP DATE-09/20/00
                      CHAIRMAN ID- 40101
                      DECLINED:      I2- 02:30       REASON CODE-IO
 9/22 SN 09/22/00 06:52 NOTF-09/22 06:51-C PH-573-474-0627 VACANCY STEP-00
                                                        REGMAN-4285828388
    WR 09/22/00 06:52 MX125  RE36 IDULA  ENG     START AT-MX125  09/22 09:00-C
                      CREW REQ: R ACTUAL: R ST-OK
    CM 09/22/00 06:52 TC.....DD
    CM 09/22/00 06:52 JOB DESCRIPTION: FAMILIAR TRIP
    WC 09/22/00 06:53 JOBID:  /IDULA  /22    ROSTER NO OF POSITION-353101
                      HELD AWAY TIME- 17:25
    TU 09/22/00 16:12 RLS-09/22 16:15-C  TAT-09/22 14:30-C
                      TIEUP AT-MX283     AFHT-MX283  RE36
                      DH-N REST-8  XREST-00000 RET-  SHRT-N
                      T/U MLS-0162 CC MLS-00940
    CM 09/22/00 16:12 RLV- 09/22 16:15-C
    CM 09/22/00 16:12 INITIAL TERMINAL DEPARTURE TIME - 09/23 09:20
    CM 09/22/00 16:12 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
    CM 09/22/00 16:12 HIGHEST GENERAL ORDER IN SERVICE UNIT:  00000009
    CM 09/22/00 16:12      =TE AFHT MX283 USE EMPLOYEES PGP AFHT NUMBERS
   *DU 09/22/00 16:14 ORG-MX125  DES-MX283  QLF-J SERVICE-2 SLIP#-**** HX91137
                      RECEIVED DATE- 09/22/00
                      SHORT CREW-Y  $015. 17
                      TOTAL PAY FOR THIS TRIP: $   231.46
   *EN 09/22/00 16:14 SP  008265 HLCX006072 UP  009171 UP  009723
    CM 09/22/00 16:14 CLAIMED: 926-Y    H5 -1725 F3 -0045
    CM 09/22/00 16:14 FRA DATA ENG  IDULA  22 MX125  09220900 MX283  09221615
                      MX283  09221615
    CM 09/22/00 16:14 TTOD: 0715
    CM 09/22/00 16:14 USERID: OTET316  LATA: HX91137  TASKID: AF
    CM 09/22/00 16:14 UNDISTURBED REST: OFF
   *TK 09/22/00 16:14 SLIP-09/22/00   TIME ON DUTY-07:15 STRTIM-07:15 KOT-1
                      MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-1586000
                      STR MILES-162 $  200.57 OVERTIME- 00:00 $     .00
                      DISTRIBUTION-000 PAY CD-181 TRIP CREDITS-0  FUND PLUS?-N
                      CONSTRUCTIVE ALLOWANCES:
                      TIME: H5-??:??  REVIEW   F3-00:45 $   10.72
   *TX 09/22/00 16:14 ALW-    $ 00.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
   *CM 09/22/00 16:14 USERID: OTET316
    CE 09/22/00 16:14 OLD REST TIME- 00/09/23 00:15-C                LATA-  00000
                      NEW REST TIME- 00/09/23 00:15-C
    CY 09/22/00 16:15 TIE-UP ARBITRARIES/ALLOWANCES SUPPORTING COMMENTS:
      COMMENTS:YARDED TRAIN ARMOURDALE YD
    DU 09/25/00 09:59 ORG-MX125  DES-MX283  QLF-J SERVICE-2 SLIP#-      HE91395
                      SHORT CREW-Y  $015. 17
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                                TOTAL PAY FOR THIS TRIP: $    583.80
       EN 09/26/00 09:59 SP  002265 HLCX006072 UP  009171 UP  009723
       TK 09/26/00 09:59 SLIP-09/22/00   TIME ON DUTY-07:15 STRTIM-07:15 KOT-1
                         MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-1586000
                         STR MILES-162 $  200.57 OVERTIME- 00:00 $      .00
                         DISTRIBUTION-000 PAY CD-181 TRIP CREDITS-0  FUND PLUG?-N
                         CONSTRUCTIVE ALLOWANCES:
                         TIME: H5-17:25 $  352.34 F8-00:45 $   10.72
       TX 09/26/00 09:59 ALW-     $ 00.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
       CM 09/26/00 09:59 USERID: OCMS032
09/23  SN 09/22/00 22:27 NOTF-09/22 22:26-C PH-816-254-7286 VACANCY STEP-00
                                                              REGMAN-4288882388
       WR 09/22/00 22:27 MX283  RE36 CCAWL  ENG     START AT-MX283  09/23 00:15-C
                         CREW REQ: R ACTUAL: R ST-OK
       CM 09/22/00 22:27 TC.......KAC
       WO 09/23/00 22:28 JOBID:  /CCAWL  /21     POSTER NO OF POSITION-3838101
       TU 09/23/00 07:52 RLS-09/23 07:55-C  TAT-09/23 07:00-C
                         TIEUP AT-MX125      AFHT-
                         DH-N REST-8  XREST-00000 RET-  SHRT-N
                         T/U MLS-0179 CC MLS-01118
       CM 09/23/00 07:52 RLV- 09/23 07:55-C
       CM 09/23/00 07:52 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
       CM 09/23/00 07:52 INITIAL TERMINAL DEPARTURE TIME - 09/23 01:30
       CM 09/23/00 07:52 HIGHEST GENERAL ORDER IN SERVICE UNIT:  000000009
      *DU 09/23/00 07:54 ORG-MX283  DES-MX125  OLF-0 SERVICE-2 SLIP#-**** H791868
                         RECEIVED DATE- 09/23/00
                         SHORT CREW-Y  $015. 07
                         TOTAL PAY FOR THIS TRIP: $   334.76
      *EN 09/23/00 07:54 UP  008274 UP  007073 UP  007177
       CM 09/23/00 07:54 CLAIMED: 901-Y    926-Y
       CM 09/23/00 07:54 FRA DATA ENG  CCAWL  21 MX283  09230015 MX125  09230755
                         MX125  09230755
       CM 09/23/00 07:54 TTOD: 0740
       CM 09/23/00 07:54 USERID: OTET316  LATA: H791868  TASKID: AF
       CM 09/23/00 07:54 UNDISTURBED REST: OFF
      *TK 09/23/00 07:54 SLIP-09/23/00   TIME ON DUTY-07:40 STRTIM-07:40 KOT-1
                         MLS PD NR-000 OC-01 ALW-901 $06.00  WEIGHT-1850000
                         STR MILES-170 $  208.69 OVERTIME- 00:00 $      .00
                         DISTRIBUTION-000 PAY CD-175 TRIP CREDITS-0  FUND PLUG?-N
      *TX 09/23/00 07:54 ALW-926 $ 05.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
      *CM 09/23/00 07:54 USERID: OTET316
       CE 09/23/00 07:54 OLD REST TIME- 00/09/23 15:55-C              LATA-  00000
                         NEW REST TIME- 00/09/23 15:55-C
       CY 09/23/00 07:55 TIE-UP ARBITRARIES/ALLOWANCES SUPPORTING COMMENTS:
          COMMENTS:TRAIN FROM ARMOURDALE YD.
       DU 09/26/00 10:40 ORG-MX283  DES-MX125  OLF-0 SERVICE-8 SLIP#-      HE91395
                         SHORT CREW-Y  $015. 07
                         TOTAL PAY FOR THIS TRIP: $   334.76
       EN 09/26/00 10:40 UP  008274 UP  007073 UP  007177
       TK 09/26/00 10:40 SLIP-09/23/00   TIME ON DUTY-07:40 STRTIM-07:40 KOT-1
                         MLS PD NR-000 OC-01 ALW-901 $06.00  WEIGHT-1850000
                         STR MILES-170 $  208.69 OVERTIME- 00:00 $      .00
                         DISTRIBUTION-000 PAY CD-175 TRIP CREDITS-0  FUND PLUG?-N
       TX 09/26/00 10:40 ALW-926 $ 05.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
       CM 09/26/00 10:40 USERID: OCMS032
09/24  UN 09/24/00 19:29 MX125  RE36 ZMNSE  ENG   STARTS AT:        09/24 21:30-C
          ML             NOTF-09/24 19:29-C PH-573-474-0627 VACANCY STEP-00
                                    DH-N                  REGMAN-4288882388
       CM 09/24/00 19:29 MESSAGE LEFT.......KAC
       UN 09/24/00 19:30 MX125  RE36 ZMNSE  ENG   STARTS AT:        09/24 21:30-C
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       ML                NOTF-09/24 19:30-C PH-573-443-9866 VACANCY STEP-00
                                          DH-N                          REGMAN-428882388
     CM 09/24/00 19:30 PAGED.........KAC
     SN 09/24/00 19:34 NOTF-09/24 19:34-C PH-573-474-0627 VACANCY STEP-00
                                                                        REGMAN-428882388
     CM 09/24/00 19:34 CITC.........KAC
     WC 09/24/00 19:35 JOBID:  /ZMNSE   /24     ROSTER NO OF POSITION-353101
                       HELD AWAY TIME- 21:35
     CM 09/24/00 21:20 SWAPPED.........KAC
     SA 09/24/00 21:20 MX125  REG6 ZMNSE  ENG    STARTS AT:          09/24 21:30-C
                       NOTF-09/24 21:15-C PH-573-474-0627
                                          DH-N ST-OK STARTS:
     CM 09/24/00 21:21 ANNULMENT CODE: DU  REASON: SWAPPED
09/24 SN 09/24/00 21:22 NOTF-09/24 21:20-C PH-573-474-0627 VACANCY STEP-00
                                                                        REGMAN-428882388
     WR 09/24/00 21:22 MX125  REG6 MASNP  ENG      START AT-MX125  09/24 21:30-C
                       CREW REQ: R ACTUAL: R ST-OK
     CM 09/24/00 21:23 TC.........KAC
     CM 09/24/00 21:22 JOB DESCRIPTION: MASNP / OLD ASN
     WC 09/24/00 21:23 JOBID:  /MASNP   /24     ROSTER NO OF POSITION-353101
                       HELD AWAY TIME- 21:35
     TU 09/25/00 03:11 RLS-09/25 03:15-C  TAT-09/25 02:05-C
                       TIEUP AT-MX283      AFHT-MX283  REG6
                       DH-N REST-8  XREST-00000 RET-  SHRT-N
                       T/U MLS-0162 CC MLS-01280
     CM 09/25/00 03:11 RLV- 09/25 03:15-C
     CM 09/25/00 03:11 INITIAL TERMINAL DEPARTURE TIME - 09/24 22:05
     CM 09/25/00 03:11 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
     CM 09/25/00 03:11 HIGHEST GENERAL ORDER IN SERVICE UNIT:  00000009
     CM 09/25/00 03:11       =TE AFHT MX283 USE EMPLOYEES PSP AFHT NUMBERS
    *DU 09/25/00 03:13 ORG-MX125  DES-MX283  QLF-L SERVICE-2 SLIP#-***** H791928
                       RECEIVED DATE- 09/25/00
                       SHORT CREW-Y  $015. 05
                       TOTAL PAY FOR THIS TRIP: $    218.91
    *EN 09/25/00 03:13 UP  005029 UP  009698
     CM 09/25/00 03:13 CLAIMED: 986-Y     HS -2135
     CM 09/25/00 03:13 FRA DATA ENG  MASNP  24 MX125  09240130 MX283  09250315
                       MX283  09250315
     CM 09/25/00 03:13 TTOD: 0545
     CM 09/25/00 03:13 USERID: OTET316  LATA: H791928  TASKID: AF
     CM 09/25/00 03:13 UNDISTURBED REST: OFF
    *TK 09/25/00 03:13 SLIP-09/24/00   TIME ON DUTY-05:45 STRTIM-05:45 KOT-1
                       MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-0798000
                       STR MILES-162 $  198.86 OVERTIME- 00:00 $      .00
                       DISTRIBUTION-000 PAY CD-165 TRIP CREDITS-0  FUND PLUG?-N
                       CONSTRUCTIVE ALLOWANCES:
                       TIME: H5-??:??  REVIEW
    *TK 09/25/00 03:13 ALW-     $ 00.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
    *CM 09/25/00 03:13 USERID: OTET316
     CE 09/25/00 03:13 OLD REST TIME- 00/09/25 11:15-C          LATA-  00000
                       NEW REST TIME- 00/09/25 11:15-C
     CY 09/25/00 03:14 TIE-UP ARBITRARIES/ALLOWANCES SUPPORTING COMMENTS:
       COMMENTS:YARDED TRAIN ARMOURDALE YD
     DU 09/27/00 10:37 ORG-MX125  DES-MX283  QLF-L SERVICE-2 SLIP#-      H791995
                       SHORT CREW-Y  $015. 05
                       TOTAL PAY FOR THIS TRIP: $    654.51
     EN 09/27/00 10:37 UP  005029 UP  009698
     TK 09/27/00 10:37 SLIP-09/24/00   TIME ON DUTY-35:45 STRTIM-05:45 KOT-1
                       MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-0798000
                       STR MILES-162 $  198.86 OVERTIME- 30:00 $      .00
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                        DISTRIBUTION-000 PAY CD-165 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: H5-21:35 $  433.24 F3-00:10 $    8.36
      TX 09/27/00 10:37 ALW-     $ 00.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
      CM 09/27/00 10:37 USERID: OCMS032
 9/26 SN 09/26/00 00:48 NOTF-09/26 00:47-C PH-816-254-7236 VACANCY STEP-00
                                                          REGMAN-4288823888
      WR 09/26/00 00:48 MX283  RE36 ONPAS  ENG     START AT-MX283  09/26 02:15-C
                        CREW REQ: R ACTUAL: R ST-OK
      CM 09/26/00 00:48 TC.....CDH
      WC 09/26/00 00:49 JOBID:  /ONPAS  /25    ROSTER NO OF POSITION-353101
      TU 09/26/00 12:40 RLS-09/26 12:45-C  TAT-09/26 09:15-C
                        TIEUP AT-MX125      APHT-
                        DH-N REST-8  xREST-00000 RET-  SHRT-N
                        T/U MLS-0162 CC MLS-01442
      CM 09/26/00 12:40 RLV- 09/26 12:45-C
      CM 09/26/00 12:40 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
      CM 09/26/00 12:40 INITIAL TERMINAL DEPARTURE TIME - 09/26 02:50
      CM 09/26/00 12:40 HIGHEST GENERAL ORDER IN SERVICE UNIT:  000000009
     *DU 09/26/00 12:46 ORG-MX283  DES-MX125  QLF-W SERVICE-2 SLIP#-**** H150151
                        RECEIVED DATE- 09/26/00
                        SHORT CREW-Y  $015.05
                        TOTAL PAY FOR THIS TRIP: $   366.85
     *EN 09/26/00 12:46 UP  003720 SSW 009668
      CM 09/26/00 12:46 CLAIMED: 902-Y    926-Y    F3 -0230
      CM 09/26/00 12:46 FRA DATA ENG  ONPAS  25 MX283  09260215 MX125  09261845
                        MX125  09261845
      CM 09/26/00 12:46 TTOD: 1000
      CM 09/26/00 12:46 USERID: OTET316  LATA: H150151  TASKID: AF
      CM 09/26/00 12:46 UNDISTURBED REST: OFF
     *TK 09/26/00 12:46 SLIP-09/26/00   TIME ON DUTY-10:30 STRTIM-09:58 KOT-1
                        MLS PD NR-000 OC-01 ALW-902 $12.00  WEIGHT-0677000
                        STR MILES-162 $  198.86 OVERTIME- 00:32 REVIEW
                        DISTRIBUTION-000 PAY CD-163 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: F3-02:30 $   35.34
     *TX 09/26/00 12:46 ALW-926 $ 05.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
     *CM 09/26/00 12:46 USERID: OTET316
      CE 09/26/00 12:46 OLD REST TIME- 00/09/26 20:45-C              LATA-  00000
                        NEW REST TIME- 00/09/26 20:45-C
      CY 09/26/00 12:47 TIE-UP ARBITRARIES/ALLOWANCES SUPPORTING COMMENTS:
        COMMENTS:RAN AROUND ENGR.A.I.LINDSEY DEPARTED YD.OFF.
        0235  ON TRAIN 0245 OUT NEFF YD.0250 BY ROCK CREEK 02
        55                        BOTH CREWS WERE IN NEFF YAR
        D OFFICE SHOULD HAVE BEEN SWAPPED OFF.
      DU 09/27/00 13:36 ORG-MX283  DES-MX125  QLF-W SERVICE-2 SLIP#-      H5P1395
                        SHORT CREW-Y  $015.05
                        TOTAL PAY FOR THIS TRIP: $   366.85
      EN 09/27/00 13:36 UP  003720 SSW 009668
      TK 09/27/00 13:36 SLIP-09/26/00   TIME ON DUTY-10:30 STRTIM-09:58 KOT-1
                        MLS PD NR-000 OC-01 ALW-902 $12.00  WEIGHT-0677000
                        STR MILES-162 $  198.86 OVERTIME- 00:00 $      .00
                        DISTRIBUTION-000 PAY CD-163 TRIP CREDITS-0  FUND PLUG?-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: F3-02:30 $   35.34
      TX 09/27/00 13:36 ALW-926 $ 05.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
      CM 09/27/00 13:36 USERID: OCMS032
09/27 SN 09/27/00 16:49 NOTF-09/27 16:48-C PH-573-474-0627 VACANCY STEP-00
                                                          REGMAN-4288823888
      WR 09/27/00 16:49 MX125  RE36 ONPAS  ENG     START AT-MX125  09/27 18:45-C
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                              CREW REQ: R ACTUAL: R ST-OK
       CM 09/27/00 16:49 TC.........KAC
       WC 09/27/00 16:50 JOBID:  /MASKS  /27    ROSTER NO OF POSITION-353101
                         HELD AWAY TIME- 13:55
       TU 09/28/00 04:57 RLS-09/28 05:00-C  TAT-09/28 03:50-C
                         TIEUP AT-MX283      AFHT-MX283  RE36
                         DH-N REST-8  XREST-00000 RET-  SHRT-N
                         T/U MLS-0154 OC MLS-01596
       CM 09/28/00 04:57 RLV- 09/28 05:00-C
       CM 09/28/00 04:57 UNDISTURBED REST: 1000 HRS
       CM 09/28/00 04:57 INITIAL TERMINAL DEPARTURE TIME - 09/27 20:35
       CM 09/28/00 04:57 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
       CM 09/28/00 04:57 HIGHEST GENERAL ORDER IN SERVICE UNIT:  000000009
       CM 09/28/00 04:57       =TE AFHT MX283 USE EMPLOYEES PSP AFHT NUMBERS
      *DU 09/28/00 05:02 ORG-MX125  DES-MX283  OLF-8 SERVICE-2 SLIP#-**** H6826681
                         RECEIVED DATE- 09/28/00
                         SHORT CREW-Y  $015. 05
                         TOTAL PAY FOR THIS TRIP: $   834.93
      *EN 09/28/00 05:02 UP  006504 SP  000245
       CM 09/28/00 05:02 CLAIMED: 926-Y    H5 -1355 I2 -0040
       CM 09/28/00 05:02 FRA DATA ENG  MASKS  27 MX125  09871940 MX283  09890E00
                         MX283  09880500
       CM 09/28/00 05:02 TTOD: 1029
       CM 09/28/00 05:02 USERID: OTET316  LATA: H6826681  TASKID: AF
       CM 09/28/00 05:02 UNDISTURBED REST: ON
      *TK 09/28/00 05:02 SLIP-09/27/00   TIME ON DUTY-10:20 STRTIM-09:29 KDT-1
                         MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-0830000
                         STR MILES-154 $  189.29 OVERTIME- 00:51 $   25.59
                         DISTRIBUTION-000 PAY CD-166 TRIP CREDITS-0  FUND PLUG?-N
                         CONSTRUCTIVE ALLOWANCES:
                         TIME: H5-??:?? REVIEW   I2-00:40  REVIEW
      *TX 09/28/00 05:02 ALW-    $ 00.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
      *CM 09/28/00 05:02 USERID: OTET316
       CS 09/28/00 05:02 OLD REST TIME- 00/09/28 15:00-C              LATA-  00000
                         NEW REST TIME- 00/09/28 15:00-C
       DU 09/28/00 10:13 ORG-MX125  DES-MX283  OLF-8 SERVICE-2 SLIP#-XX   HE91395
                         RECEIVED DATE- 09/28/00
                         SHORT CREW-Y  $015. 05
                         TOTAL PAY FOR THIS TRIP: $   514.28
       EN 09/28/00 10:13 UP  006504 SP  000245
       TK 09/28/00 10:13 SLIP-09/27/00   TIME ON DUTY-10:20 STRTIM-09:29 KDT-1
                         MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-0830000
                         STR MILES-154 $  189.29 OVERTIME- 00:51 $   25.59
                         DISTRIBUTION-000 PAY CD-166 TRIP CREDITS-0  FUND PLUG?-N
                         CONSTRUCTIVE ALLOWANCES:
                         TIME: H5-13:55 $  279.35
       TX 09/28/00 10:13 ALW-    $ 00.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
       CM 09/28/00 10:13 USERID: OCMS032
       DK 09/28/00 10:14 DECLINATION NUMBER- AL 0927-012   SLIP DATE-09/27/00
                         CHAIRMAN ID- 40101
                         DECLINED:      I2- 00:40       REASON CODE-IQ
 T/28 SN 09/28/00 16:03 NOTF-09/28 16:03-C PH-816-254-7236 VACANCY STEP-00
                                                          REGMAN-4295860688
       NR 09/28/00 16:03 MX283  RE36 CWECS  ENG     START AT-MX283  09/29 19:00-C
                         CREW REQ: R ACTUAL: R ST-OK
       CM 09/28/00 16:03 TC.........KAC
       WC 09/28/00 16:04 JOBID:  /CWECS  /24    ROSTER NO OF POSITION-353101
       TU 09/29/00 08:59 RLS-09/29 09:00-C  TAT-09/29 08:55-C
                         TIEUP AT-MX125      AFHT-
                         DH-N REST-10 XREST-00000 RET-  SHRT-N
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                        T/U MLS-0154 CC MLS-01750
      CM 09/29/00 08:59 RLV- 09/29 06:00-C
      CM 09/29/00 08:59 UNDISTURBED REST: 1200 HRS
      CM 09/29/00 08:59 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
      CM 09/29/00 08:59 OTET316  QUICK TIE-UP  H440415
      CM 09/29/00 23:25 HOSV FTU- 09/29 09:00-C     TAT- 09/29 08:55-C
      CM 09/29/00 23:25 HOSV INITIAL TERMINAL DEPARTURE TIME - 09/30 10:50
      CM 09/29/00 23:25 HOSV PICK UP CIRC7: 0066     MODE: TAXI    TRFD- 09/29
                        06:55-X
      CM 09/29/00 23:25 HOSV USERID:  OTET316
      CM 09/29/00 23:25 HOSV PICK UP TIME:     09/29 06:00
      CM 09/29/00 23:25 HOSV RLV- 09/29 06:00-C
     *CL 09/29/00 23:26 ORG-MX283  DES-MX125  QLF-3 SERVICE-3 SLIP#-***** H7918e8
                        RECEIVED DATE- 09/29/00
                        SHORT CREW-Y   $015. 05
                        TOTAL PAY FOR THIS TRIP: $    382.45
     *EN 09/29/00 23:38 UP  007182 UP  006632 CNW 008811
      CM 09/29/00 23:38 CLAIMED: 902-Y     926-Y     7W -0300
      CM 09/29/00 23:28 FRA DATA ENG  CWEOS  24 MX283  09881800 G 066  09890600
                        MX125  09290900
      CM 09/29/00 23:28 FRA DATA ENG DF X G 066  09890600 MX125  09890900 TAXI
                        FROM NAPTON
      CM 09/29/00 23:28 TTOD: 1200
     *TK 09/29/00 23:28 SLIP-09/28/00    TIME ON DUTY-12:00 STRTIM-09:58 KOT-1
                        MLS PD NR-000 OC-01 ALW-902 $12.00  WEIGHT-1245000
                        STR MILES-162 $   198.86 OVERTIME- 02:02 $    61.22
                        DISTRIBUTION-000 PAY CD-174 TRIP CREDITS-0  FUND PLUGT-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: 7W-03:00 $    90.32
     *TX 09/29/00 23:29 ALW-926 $ 05.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
     *CM 09/29/00 23:29 USERID: OTET316
      CY 09/29/00 23:29 TIE-UP ARBITRARIES/ALLOWANCES SUPPORTING COMMENTS:
        COMMENTS:HOGGED AT NAPTON .   TAXI TO JEFF CITY
      DU 10/02/00 10:29 ORG-MX283  DES-MX125  QLF-W SERVICE-2 SLIP#-      HE91395
                        SHORT CREW-Y   $015. 05
                        TOTAL PAY FOR THIS TRIP: $    382.45
      EN 10/02/00 10:29 UP  007182 UP  006632 CNW 008811
      TK 10/02/00 10:29 SLIP-09/28/00    TIME ON DUTY-12:00 STRTIM-09:58 KOT-1
                        MLS PD NR-000 OC-01 ALW-902 $12.00  WEIGHT-1245000
                        STR MILES-162 $   198.86 OVERTIME- 02:02 $    61.22
                        DISTRIBUTION-000 PAY CD-174 TRIP CREDITS-0  FUND PLUGT-N
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: 7W-03:00 $    90.32
      TX 10/02/00 10:29 ALW-926 $ 05.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
      CM 10/02/00 10:29 USERID: OCMS032
 9/29 SN 09/29/00 21:16 NOTF-09/29 21:15-C PH-573-474-0627 VACANCY STEP-00
                                                        REGMAN-428882388
      WR 09/29/00 21:16 MX125  RE36 MASNP  ENG     START AT-MX125  09/29 23:15-C
                        CREW REQ: R ACTUAL: R ST-OK
      CM 09/29/00 21:16 WIFE TC.......KAC
      WC 09/29/00 21:17 JOBID:  /MASNP  /29     POSTER NO OF POSITION-353101
      TU 09/30/00 08:29 RLS-09/30 08:30-C  TAT-09/30 06:00-C
                        TIEUP AT-MX283      AFHT-MX283  REQ-
                        DH-N REST-9  REST-00000 RET-  SHFT-N
                        T/U MLS-0154 CC MLS-01904
      CM 09/30/00 08:29 RLV- 09/30 08:30-C
      CM 09/30/00 08:29 INITIAL TERMINAL DEPARTURE TIME - 09/30 00:15
      CM 09/30/00 08:29 OTET316 HOS: TIE-UP REPORTED THRU =TE.
      CM 09/30/00 08:29 UNDIST REST: 1200 HRS
      CM 09/30/00 08:29 TIE-UP ARBITRARIES/ALLOWANCES SUPPORTING COMMENTS:
        COMMENTS:HOGGED AT NAPTON .   TAXI TO JEFF CITY
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      *DU 09/30/00 08:31 ORG-MX125  DES-MX283  OLF-8 SERVICE-2 SLIP#-***** H991959
                         RECEIVED DATE- 09/30/00
                         SHORT CREW-Y  $015. 05
                         TOTAL PAY FOR THIS TRIP: $   230.55
      *EN 09/30/00 08:31 UP  009132 UP  009481
       CM 09/30/00 08:31 CLAIMED: 926-Y     F3 -0130
       CM 09/30/00 08:31 FRA DATA ENG  MAGNP  29 MX125  09292315 MX283  09300830
                         MX283  09300830
       CM 09/30/00 08:31 TTOD: 0915
       CM 09/30/00 08:31 USERID: OTET316  LATA: H991959  TASKID: AF
       CM 09/30/00 08:31 UNDISTURBED REST: OFF
      *TK 09/30/00 08:31 SLIP-09/29/00   TIME ON DUTY-09:15 STRTIM-09:15 KOT-1
                         MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-0787000
                         STR MILES-154 $  189.29 OVERTIME- 00:00 $     .00
                         DISTRIBUTION-000 PAY CD-165 TRIP CREDITS-0  FUND PLUS?-N
                         CONSTRUCTIVE ALLOWANCES:
                         TIME: F3-01:30 $   21.21
      *TX 09/30/00 08:31 ALW-    $ 00.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
      *CM 09/30/00 08:31 USERID: OTET316
       CE 09/30/00 08:31 OLD REST TIME- 00/09/30 16:30-C              LATA-  00000
                         NEW REST TIME- 00/09/30 16:30-C
       IL 10/02/00 14:59 ORG-MX125  DES-MX283  OLF-J SERVICE-2 SLIP#-     H991395
                         SHORT CREW-Y  $015. 05
                         TOTAL PAY FOR THIS TRIP: $   240.12
       EN 10/02/00 14:59 UP  009132 UP  009481
       TK 10/02/00 14:59 SLIP-09/29/00   TIME ON DUTY-09:15 STRTIM-09:15 KOT-1
                         MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-0787000
                         STR MILES-162 $  198.86 OVERTIME- 00:00 $     .00
                         DISTRIBUTION-000 PAY CD-165 TRIP CREDITS-0  FUND PLUS?-N
                         CONSTRUCTIVE ALLOWANCES:
                         TIME: F3-01:30 $   21.21
       TX 10/02/00 14:59 ALW-    $ 00.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
       CM 10/02/00 14:59 USERID: OCMS032
09/30  SN 09/30/00 21:22 NOTF-09/30 21:21-C PH-816-254-7236 VACANCY STEP-00
                                                          REGMAN-4888882888
       WR 09/30/00 21:22 MX283  RE36 CBTPA  ENG     START AT-MX283  09/30 23:15-C
                         CREW REQ: R ACTUAL: R ST-OK
       CM 09/30/00 21:22 TC.........KAC
       WC 09/30/00 21:23 JOBID:  /CBTPA  /28    ROSTER NO OF POSITION-353101
       TU 10/01/00 05:41 RLS-10/01 05:45-C  TAT-10/01 04:25-C
                         TIEUP AT-MX125      AFHT-
                         DH-N REST-8  XREST-00000 RET-  SHRT-N
                         T/U MLS-0162
       CM 10/01/00 05:41 RLV- 10/01 05:45-C
       CM 10/01/00 05:41 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
       CM 10/01/00 05:41 INITIAL TERMINAL DEPARTURE TIME - 10/01 00:15
       CM 10/01/00 05:41 HIGHEST GENERAL ORDER IN SERVICE UNIT:  00000009
       DU 10/01/00 05:44 ORG-MX283  DES-MX125  OLF-W SERVICE-2 SLIP#-***** H991419
                         RECEIVED DATE- 10/01/00
                         SHORT CREW-Y  $015. 05
                         TOTAL PAY FOR THIS TRIP: $   235.62
       EN 10/01/00 05:44 UP  006501 UP  006859 UP  007213
       CM 10/01/00 05:44 CLAIMED: 902-Y     926-Y     F3 -0020
       CM 10/01/00 05:44 FRA DATA ENG  CBTPA  29 MX283  09302315 MX125  10010545
                         MX125  10010545
       CM 10/01/00 05:44 TTOD: 0630
       CM 10/01/00 05:44 USERID: OTET316  LATA: H991419  TASKID: AF
       CM 10/01/00 05:44 UNDISTURBED REST: OFF
       TK 10/01/00 05:44 SLIP-09/30/00   TIME ON DUTY-08:30 STRTIM-08:30 KOT-1
                         MLS PD NR-000 OC-01 ALW-926 $05.00  WEIGHT-0787000
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                                STR MILES-162 $   198.86 OVERTIME- 00:00 $       .00
                                DISTRIBUTION-000 PAY CD-174 TRIP CREDITS-0  FUND PLUS?-N
                                CONSTRUCTIVE ALLOWANCES:
                                TIME: PD-00:20 $     4.71
          TX 10/01/00 05:44 ALW-926 $ 05.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
          CM 10/01/00 05:44 USERID: OTET316
          CR 10/01/00 05:44 OLD REST TIME- 00/10/01 13:45-C              LATA--  000000
                            NEW REST TIME- 00/10/01 13:45-C
 0/01     CA 10/01/00 00:02 STARTS-00                                          E0000000
                            COMILS-0000 RDMILS-0000 MILSPD-0000 MILSNO-0000
10/02     SN 10/02/00 13:26 NOTF-10/02 13:26-C PH-573-474-0607 VACANCY STSF-00
                                                                REGMAN-4288882888
          NR 10/02/00 13:26 MX125  REG6 DH99    ENG      START AT-MX125  10/02 18:30-C
                            CREW REQ: R ACTUAL: R ST-OK
          CM 10/02/00 13:26 DH SAP
          CM 10/02/00 13:26 DH TYPE: SEPARATE AND APART     DH METHOD: TAXI
                            DH REASON: DA
          AO 10/02/00 13:27 JOBID:  /DH99    /02     ROSTER NO OF POSITION-REGIUL
                            HELD AWAY TIME- 17:45
          CM 10/02/00 13:40 LIMO SYSTEM CONTROL NUMBER: 00136305
          TU 10/02/00 18:25 RLS-10/02 18:30-C  TAT-10/02 18:20-C
                            TIEUP AT-MX283      AFHT-MX283  REG6
                            DH-N REST-8  *REST-00:00 RET-  S-PT-N
                            T/U MLS-0130 CO MLS-00:30
          CM 10/02/00 18:25 RLV- 10/02 18:30-C
          CM 10/02/00 18:26 INITIAL TERMINAL DEPARTURE TIME - 10/02 15:35
          CM 10/02/00 18:25 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
          CM 10/02/00 18:25 HIGHEST GENERAL ORDER IN SERVICE UNIT:  00000002
          CM 10/02/00 18:25       =TE AFHT MX283 USE EMPLOYEES PSP AFHT NUMBERS
         *DU 10/06/00 18:28 ORG-MX125  DES-MX283  QLF-T SERVICE-2 SLIP#-**** HE91141
                            RECEIVED DATE- 10/02/00
                            TOTAL PAY FOR THIS TRIP: $    156.32
          CM 10/02/00 18:28 CLAIMED: HS -1745 D4 -0200
         *TK 10/02/00 18:28 SLIP-10/02/00    TIME ON DUTY-03:00 STRTIM-03:00 NOT-0
                            MLS PD NR-000 OC-01 ALW-     $00.00  WEIGHT-0001000
                            STR MILES-000 $      .00 OVERTIME- 00:00 $      .00
                            DISTRIBUTION-000 PAY CD-151 TRIP CREDITS-0  FUND PLUS?-N
                            CONSTRUCTIVE ALLOWANCES:
                            TIME: HS-??:??  REVIEW    D4-02:00 $   156.32
         *TX 10/02/00 18:28 ALW-     $ 00.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
         *CM 10/02/00 18:28 USERID: OTET316
          CM 10/02/00 18:29 FRA DATA ENG DT X MX125  10021530 MX283  10021830 TAXI
          CM 10/02/00 18:29 TTOD: 0000
          DU 10/06/00 14:50 ORG-MX125  DES-MX283  QLF-D SERVICE-2 SLIP#-      HE91395
                            TOTAL PAY FOR THIS TRIP: $    503.16
          TK 10/06/00 14:50 SLIP-10/02/00    TIME ON DUTY-03:00 STRTIM-03:00 NOT-0
                            MLS PD NR-000 OC-01 ALW-     $00.00  WEIGHT-0001000
                            STR MILES-000 $      .00 OVERTIME- 00:00 $      .00
                            DISTRIBUTION-000 PAY CD-151 TRIP CREDITS-0  FUND PLUS?-N
                            CONSTRUCTIVE ALLOWANCES:
                            TIME: HS-17:45 $   342.84 D4-02:00 $   156.32
          TX 10/06/00 14:50 ALW-     $ 00.00 DOUBLE LOCAL PAY-$00.00 CABOOSE-$--.--
          CM 10/06/00 14:50 USERID: OCMS082
10/03     SN 10/03/00 09:04 NOTF-10/03 09:03-C PH-816-254-7336 VACANCY STSF-00
                                                                REGMAN-4288882888
          NR 10/03/00 09:04 MX283  REG6 ONPAS   ENG      START AT-MX283  10/03 11:00-C
                            CREW REQ: R ACTUAL: R ST-OK
          AO 10/03/00 09:19 JOBID:  /ONPAS    /03     ROSTER NO OF POSITION-REGIUL
          TU 10/03/00 11:01 RLS-10/03 11:00-C  TAT-10/03 10:50-C
                            T/U MLS-0130 CO MLS-00:30
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                        DH-N REST-10 XREST-00000 RET-  SHRT-0
                        T/U MLS-0162 CC MLS-00292
     CM 10/03/00 22:56 RLV- 10/03 23:00-C
     CM 10/03/00 22:56 UNDISTURBED REST: 1200 HRS
     CM 10/03/00 22:56 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
     CM 10/03/00 22:56 INITIAL TERMINAL DEPARTURE TIME - 10/03 14:10
     CM 10/03/00 22:56 HIGHEST GENERAL ORDER IN SERVICE UNIT:  000000009
     DU 10/03/00 22:59 ORG-MX283  DES-MX185  QLF-W SERVICE-S SLIP#-0000 HOME:
                        RECEIVED DATE- 10/03/00
                        SHORT CREW-Y   $015.  05
                        TOTAL PAY FOR THIS TRIP: $    298.13
     EN 10/03/00 22:58 UP  000456 UP  004796 UP  009540
     CM 10/03/00 22:58 CLAIMED: 962-Y     986-Y     IS -0155
     CM 10/03/00 22:58 PRA DATA ENG  ONP48  OE MX283  10M31100 MX185  10031
                        MX185  10030300
     CM 10/03/00 22:58 TTUD: 1200
     CM 10/03/00 22:58 USERID: OTET316  LATA: H0P1419  TASK(S): AF
     CM 10/03/00 22:58 UNDISTURBED REST: ON
     TM 10/03/00 22:58 SLIP-10/03/00   TIME ON DUTY-12:00 STRTIM-09:58 HOT-1
                        MLS PD NR-000 OC-01 ALW-962 $12.00  WEIGHT-112000
                        STR MILES-162 $  198.36 OVERTIME- 02:02 $    31.32
                        DISTRIBUTION-000 PAY CD-175 TRIP CREDITS-0  FLAG FLIT
                        CONSTRUCTIVE ALLOWANCES:
                        TIME: 12-01:58  REVIEW
     TX 10/03/00 22:58 ALW-986 $ 05.00 DOUBLE LOCAL PAY-$--.-- DASCOSE-$--.--
     CM 10/03/00 22:58 USERID: OTET316
     OE 10/03/00 22:58 OLD REST TIME- 00/10/04 11:00-C              LATA-  00000
                        NEW REST TIME- 00/10/04 11:00-C
     CY 10/03/00 22:59 TIE-UP ARBITRARIES/ALLOWANCES SUPPORTING COMMENTS:
       COMMENTS:TRAIN 946 AT HICKORY ST.
10/04 SN 10/04/00 01:03 NOTF-10/04 01:02-C PH-573-474-0627 VACANCY STEP-00
                                                        REGMAN-4288828889
     WR 10/04/00 01:03 MX185  REG6 MASNP  ENG     START AT-MX185  10/04 23:00-C
                        CREW REQ: R ACTUAL: R ST-OK
     CM 10/04/00 01:03 TC.........KAC
     WC 10/04/00 01:04 JOBID:  /MASNP  /04     POSTER NO OF POSITION-8881101
                        HELD AWAY TIME- 08:00
     TU 10/05/00 11:57 RLS-10/05 12:00-C  TAT-10/05 11:00-C
                        TIEUP AT-MX283      AFHT-MX283  REG6
                        DH-N REST-10 XREST-00000 RET-  SHRT-
                        T/U MLS-0154 CC MLS-00446
     CM 10/05/00 11:57 RLV- 10/05 11:00-C
     CM 10/05/00 11:57 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
     CM 10/05/00 11:57 OTET316  QUICK TIE-UP  H991926
     CM 10/05/00 11:57       =TE AFHT MX283 USE EMPLOYEES PGP AFHT NUMBERS
     CM 10/06/00 00:31 HOSV RTU- 10/05 12:00-C     TAT- 10/05 11:00-C
     CM 10/06/00 00:31 HOSV INITIAL TERMINAL DEPARTURE TIME - 10/05 01:55
     CM 10/06/00 00:31 HOSV USERID:  OTET316
     CM 10/06/00 00:31 HOSV RLV- 10/05 11:00-C
     DU 10/06/00 00:36 ORG-MX185  DES-MX283  QLF-S SERVICE-S SLIP#-0000 HOME:
                        RECEIVED DATE- 10/06/00
                        SHORT CREW-Y  $015.  05
                        TOTAL PAY FOR THIS TRIP: $    315.22
     EN 10/06/00 00:36 UP  000454 HLCX007196
     CM 10/06/00 00:36 CLAIMED: 986-Y     HS -0830 TW -0100
     TM 10/06/00 00:36 SLIP-10/04/00   TIME ON DUTY-12:00 STRTIM-09:29 HOT-1
                        MLS PD NR-000 OC-01 ALW-986 $05.00  WEIGHT-0827000
                        STR MILES-154 $  189.28 OVERTIME- 02:31 $    [illegible]
                        [illegible]
                        [illegible]
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                              TIME: H5-??:?? REVIEW   PH-01:00 $    30.11
        TX 10/06/00 07:36 ALW-     $ 00.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
        CM 10/06/00 07:36 USERID: OTET316
        CM 10/06/00 07:37 FRA DATA ENG  MAGNP  04 MX125  10004300 MX283  10051100
                          MX283  10051300
        CM 10/06/00 07:37 FRA DATA ENG DF X MX283  10051100 MX283  10051600 CO.
                          AUTO TO YD.OFFICE
        CM 10/06/00 07:37 TTOD: 1200
        CY 10/06/00 07:37 TIE-UP ARBITRARIES/ALLOWANCES SUPPORTING COMMENTS:
           COMMENTS HOOKED ON THE SHEEP JUMP;AFTER AN HOUR THE
           CARRYALL CAME TOOK US TO NEFF YD. OFFICE
 10/06 SM 10/06/00 08:40 NOTF-10/05 08:40-C PH-816-854-7836 VACANCY STEP-00
                                                              PERMAN-4888888888
        CM 10/06/00 08:40 TC.....K4C
        JO 10/06/00 08:44 JOBID:  /OCMPAH /89     ROSTER NO OF POSITION-855101
        CM 10/06/00 08:47 SWAPPED
        SA 10/06/00 08:47 MX283  RES6 COMPAH ENG   STARTS AT:          10/06 00:00-T
                          NOTF-10/06 08:26-C PH-816-854-7836
                                             DH-N ST-OK STARTS:
        CM 10/06/00 08:28 ANNULMENT CODE: DU  REASON: SWAPPED
 10/06 SN 10/06/00 08:30 NOTF-10/06 08:30-C PH-816-854-7836 VACANCY STEP-00
                                                              PERMAN-4888888888
        CM 10/06/00 08:30 MX283  RES6 CWEMS  ENG      START -T-:--  10/06 --:--
                          CREW RES: P ACTUAL: P ST-OK
        CM 10/06/00 08:30 SWAPPED
        CM 10/06/00 08:30 JOB DESCRIPTION: =P
        WO 10/06/00 08:31 JOBID:  /CWEMS  /31     ROSTER NO OF POSITION-855101
        TU 10/06/00 07:34 RLS-10/06 07:35-C  TAT-10/06 07:10-C
                          TIEUP AT-MX125      APHT-
                          DH-N RSET-S  XRSET-00000 RET-  SHRT-N
                          T/U MLS-0162 CC MLS-00600
        CM 10/06/00 07:34 RLV- 10/06 07:25-C
        CM 10/06/00 07:34 SYSTEM MSG: JOB TIE-UP REPORTED THRU =TE.
        CM 10/06/00 07:34 INITIAL TERMINAL DEPARTURE TIME - 10/06 03:00
        CM 10/06/00 07:34 HIGHEST GENERAL ORDER IN SERVICE UNIT:  000000009
        DU 10/06/00 07:27 ORG-MX283  DES-MX125  OLF-R SERVICE-2 SLIP#-***** HA40415
                          RECEIVED DATE- 10/06/00
                          SHORT CREW-Y  $015.05
                          TOTAL PAY FOR THIS TRIP: $    248.58
        EN 10/06/00 07:27 UP  006471 UP  007122 UP  007086
        CM 10/06/00 07:27 CLAIMED: 902-Y    926-Y    12 -0115
        CM 10/06/00 07:27 FRA DATA ENG  CWEMS  01 MX283  10060030 MX125  10060725
                          MX165  10060725
        CM 10/06/00 07:27 TTOD: 0635
        CM 10/06/00 07:27 USERID: OTET316  LATA: H440415  TASKID: AF
        CM 10/06/00 07:27 UNDISTURBED REST: OFF
        TK 10/06/00 07:27 SLIP-10/06/00   TIME ON DUTY-06:55 STRTIM-06:55 KOT-1
                          MLS PD NR-000 OC-01 ALW-002 $12.00  WEIGHT-134500
                          STR MILES-162 $  198.86 OVERTIME- 00:00 $     .00
                          DISTRIBUTION-000 PAY CO-174 TRIP CREDITS-0  FUND PLUS?-N
                          CONSTRUCTIVE ALLOWANCES:
                          TIME: 12-01:15 $   17.67
        TK 10/06/00 07:27 ALW-026 $ 05.00 DOUBLE LOCAL PAY-$--.-- CABOOSE-$--.--
        CM 10/06/00 07:27 USERID: OTET316
        OE 10/06/00 07:27 OLD REST TIME- 00/10/06 15:25-C          LATA- H44040
                          NEW REST TIME- 00/10/06 15:25-C
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ORGANIZATION EXHIBIT

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WORK HISTORY - DR SNYDER          428-88-2388   ACTIVE      REV-01/27/03 02:54
STATUS-OK              ASGN-MX125   MSG-'ROY' 'DOCTOR' DPU /2' CALL BOTH ENDS
CURR ASSIGN-MX283  RE36 ANPCE  ENG  ST-01/30 14:30-C TIEUP-01/30 23:25-C  AFHT-N
PERM ASSIGN-MX125  RE36 KS05   ENG B ASN DATE-07/19/01    C
ANV DT- 06/28/67       HIRE DATE- 06/28/67       BIRTH DATE- 07/18/44
RAILROAD INDICATOR-M       RADIO ID -                          CONDITION -
HOME ADDRESS-17007 E.24 HWY  APT.11      INDEPENDENCE   MO  640560000!
HOME PT LOC-
*!
*                      * * *      ASSIGNMENTS       * * *!
REG ASSIGN-MX125  RE36 KS05 ENG B SL- 0  TEMP ASSIGN-                      SL-
          353101                                    000000
STARTS PER PERIOD-00  CCMILS-1988 RDMILS-0000 MILSPD-0000 MILSMO-0000
*
*                          * * * OFF DAYS * * *
PERMANENT OFF DAYS-                      TEMPORARY OFF DAYS-
*

                           * * * PERSONAL DAYS * * * 2003
ALLOWED-11   CARRIED OVER-03   DENIED-00   PAID-00   CARRIED OVER DAYS PAID-01
CARRY OVER DAYS EXPIRATION DATE - 05/01
PERSONAL LEAVE SENIORITY DATE - 06/28/67
*
* * * UP PERSONAL DAYS PAID:     DATE          AMOUNT PAID
                                01/22/03          $  159.83
*

                              * * * HOLIDAYS * * *    2003
HOLIDAYS PAID-00
*!

                              * * * VACATION * * *    2003
*
                             GROUPING-MX125    ENG
PREVIOUS YEAR QUALIFYING DAYS:  LAID OFF HURT-NA  EXTRA BOARD-NA
VACATION WEEKS ALLOWED-05 VACATION DAYS PAID-00 VACATION WEEKS SCHEDULED-05
VACATION SENIORITY DATE - 06/28/67
ONE 52ND - $1,973.43      FIRST RATE - $   0.00
*+
SINGLE VACATION DAYS TAKEN/PAID-00   SINGLE VACATION DAYS RESERVED-00<
*
VACATION SCHEDULED     07/28 - 08/31
CURRENT YTD QUALIFYING DAYS:    LAID OFF HURT-NA  EXTRA BOARD-NA
*

                           * * * PERSONAL DAYS * * * 2002!
ALLOWED-11   CARRIED OVER-00              PAID-03   CARRIED OVER DAYS PAID-00
PERSONAL LEAVE SENIORITY DATE - 06/28/67
*
* * * UP PERSONAL DAYS PAID:     DATE          AMOUNT PAID
                                03/20/02          $  158.95
                                09/17/02          $  158.95
                                09/18/02          $  158.95

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                              * * * HOLIDAYS * * *    2002
HOLIDAYS PAID-00
*!
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U-1

* * * VACATION * * * 2002

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GROUPING-MX125 ENG

VACATION WEEKS ALLOWED-05 VACATION DAYS PAID-35 VACATION WEEKS SCHEDULED-05
VACATION SENIORITY DATE - 06/28/67
ONE 52ND - $1,946.55 FIRST RATE - 1,946.55
*+
SINGLE VACATION DAYS TAKEN/PAID-00 SINGLE VACATION DAYS RESERVED-00<
*
VACATION SCHEDULED 03/25 - 04/28
*

VACATION PAID	DATE	PAID
	03/25 - 07 DAYS	$1,946.55
	04/01 - 15 DAYS	$4,171.18
	04/16 - 13 DAYS	$3,615.02

*
*
* * * TELEPHONES * * *
HOME PHONES- 573-474-0627 DIS-N- 573-443-9266 DIS-N-B 816-257-1151 DIS-N-+
AFHT PHONES- MX283 816-257-1151 DIS-N- MX283 573-443-9266 DIS-N-B
MX125 573-474-0627 DIS-N- MX125 573-443-9266 DIS-N-B
*
* * * SPECIAL CONDITIONS * * *
10 QUALIFIED DPU
23 SWI QUALIFIED AS HOSTLER
*
* * * SENIORITY ROSTERS * * *
*

PRIM QUAL	DATE	SEQ	ROSTER	PRCT	PR STAMP	ADDITIONAL QUALIFICATIONS
ENG	05 01 94	084	353101	N	P	PLE
ENG	05 01 94	009	300101	Y	J	
CON	04 05 74	266	300301	Y	B	
BRK	06 28 67	266	300401	Y	B	
BRK	06 28 67	005	300402	Y	B	
SWI	10 17 71	124	300501	Y	B	
ENG	05 01 94	040	301101	Y	J	
CON	04 05 74	010	301301	Y	B	
BRK	10 17 71	490	301401	Y	B	
SWI	10 17 71	605	301501	Y	B	
ENG	05 01 94	040	302101	Y	J	
ENG	05 01 94	250	302112	Y	S	PLE
CON	04 05 74	010	302301	Y	B	
BRK	10 17 71	400	302401	Y	B	
ENG	05 01 94	035	303101	Y	J	
CON	03 25 80	640	303301	Y	B	
BRK	03 24 80	242	303401	Y	B	
SWI	07 05 83	028	303501	Y	B	
ENG	05 01 94	040	304101	Y	J	
CON	03 25 80	256	304301	Y	B	PLT
BRK	03 24 80	322	304401	Y	B	
SWI	07 05 83	027	304501	Y	B	
ENG	05 01 94	035	305101	Y	J	PLE
CON	03 25 80	640	305301	Y	B	
BRK	03 24 80	605	305401	Y	B	
ENG	05 01 94	040	306101	Y	J	
CON	03 25 80	640	306301	Y	B	
BRK	03 24 80	605	306401	Y	B	
SWI	07 05 83	028	306501	Y	B	
ENG	05 01 94	040	307101	Y	J	
CON	04 05 74	010	307301	Y	B	

U-2

CON	04 05 74	003	307302	Y	W		
BRK	10 17 71	600	307401	Y	B		
SWI	10 17 71	605	307501	Y	B		
SWI	10 17 71	610	307502	Y	W		
ENG	05 01 94	025	308101	Y	J		
CON	10 16 71	100	308301	Y	B		
BRK	06 28 67	005	308401	Y	B		
SWI	10 17 71	615	308501	Y	B		HDR
SWI	10 17 71	605	308502	Y	B		
SWI	07 05 83	027	309501	Y	B		
CON	03 23 92	640	310301	Y	B		
BRK	03 23 92	605	310401	Y	B		
SWI	03 23 92	605	310501	Y	B		
ENG	04 01 94	015	311101	Y	J		
CON	04 05 74	010	311301	Y	B		
BRK	10 17 71	605	311401	Y	B		
ENG	05 01 94	040	312101	Y	J		
SWI	07 05 83	028	312501	Y	B		
SWI	10 17 71	605	313501	Y			
SWI	10 17 71	605	314501	Y	B		
SWI	10 17 71	605	315501	Y	B		
SWI	10 17 71	605	316501	Y	B		
ENG	05 01 94	615	350101	N	3		PLE
ENG	01 16 99	383	351101	N	S		PLE
ENG	01 16 99	448	352101	N	S		PLE
ENG	01 16 99	472	354101	N	S		PLE
ENG	01 16 99	382	355101	N	S		PLE
ENG	01 17 99	382	356101	N	S		PLE
ENG	01 16 99	023	357101	N	S		PLE
ENG	05 01 94	022	358101	N	P		PLE
ENG	01 17 99	382	359101	N	S		PLE

*
* * * * CUTOFF LISTING * * *!
*

LOCATION BOARD

U-3

ORGANIZATION EXHIBIT

V

UNION PACIFIC RAILROAD COMPANY

1416 Dodge Street
Omaha, Nebraska 68179

Page 1 of 4 Pages
2 of 2 TEB

May 31, 2000

110.61-21.328

Mr. T. E. Bryan
5211 Avenida Pescadora
Ft. Myers Beach, FL 33931

Dear Sir:

Review of the relocation payment made to you under the provisions of the St. Louis Hub Implementation Agreement revealed that you requested a relocation lump sum of $30,000. Payment in the net amount of $21,600.00 was made to you in November 1998

However, Carrier records indicate that you did not relocate closer to your new work location (Bloomington). Instead, your address of record is in Ft. Myers Beach, Florida. The relocation allowance was not intended to be paid so that an employee could move further away from his assigned home terminal. As you have failed to comply with the conditions under which you were granted the relocation allowance, I have enclosed a repayment agreement for you to repay the net amount of $21,600.00 as you have failed to relocate in accordance with the agreement. To reimburse the Carrier for your improper request and receipt of this relocation lump sum, you must complete, sign and return the enclosed agreement for repayment to the Carrier within ten (10) days of receipt.

Thank you for your attention in this matter.

Sincerely,

Andrea Gansen
Assistant Director Labor Relations

Copy to: W. Scott Hinckley
Catherine Sosso
Joe Bearden

V-1

AGREEMENT FOR REPAYMENT

110.61-21.326

Mr. T. E. Bryan
5211 Avenida Pescadora
Ft. Myers Beach, FL 33931

I understand that I was incorrectly paid relocation of $21,600.00. I agree to repay this amount to the Carrier as follows (select one):

____ By check for the full amount (enclose check and send via U.S. Mail)

____ Deduction of $600.00 per pay period for eighteen months

____ Deduction of $450.00 per pay period for twenty-four months

This deduction will commence at the first pay period following the date this Agreement is received by the Carrier.

_____
Employee's Signature

_____
Date

Send by fax to: Andrea Gansen
402/271-2463

or mail: 1416 Dodge Street
Room 332
Omaha, NE 68179

Upon receipt, copy to George Marshall for processing to Banking Department.

V-2

TO: MS. ANDREA GANSEN, UP RAILROAD LABOR RELATIONS 06/08/2000

FM: T.E. BRYAN, UP ENGINEER, #353380251, TREMONT, IL

REF: YOUR LETTER DATED 05/31/00- REQUESTING RETURN OF RELOCATION REIMBURSEMENT.

DEAR MS. GANSEN,

I RELOCATED TO 201 ½ SOUTH LOCUST ST., TREMONT, IL 61568- AS PER HUB & SPOKE RELOCATION AGRMNT. I LIVE AND WORK THERE. MY CAR INSURANCE, TITLES HAVE ALL BEEN CHANGED TO SAID ADDRESS. I PAY TAXES THERE ON PROPERTY. THE RELOCATION MONEY PAID TO ME WAS VALID AND DUE IN NOV OF 98 AND TO PRESENT. MY WIFE, ACCOUNT OF HEALTH, TOOK EARLY RETIREMENT AND MOVED TO OUR FLORIDA ADDRESS. (SHE RESIDES THERE AT LEAST 6 MONTHS PER) SHE DOES THE BILL PAYING AND PAPERWORK FOR OUR HOUSHOLDS, INVESTMENTS AND SUCH. MY PAYROLL CHECK IS STILL SENT TO UNION PLANTERS BANK IN ILLINOIS. THE CARRIER (UP) RECORDS SHOULD SHOW THAT MY WORK PHONE AND ADDRESS IS TREMONT. WHEN THE HUB AND SPOKE WENT INTO EFFECT, I WAS RELOCATED TO BLOOMINGTON (ZS127) TO WORK OUT OF THAT TERMINAL. I NOW FIND MYSELF FORCED TO VILLA GROVE (ZB145) WHICH IS 88 MILES FARTHER THAN BLOOMINGTON FROM TREMONT. I HAD SOLD MY HOME AND MOVED TO 23 MILES FROM MY BLOOMINGTON WORK LOCATION. I NOW FIND MYSELF DRIVING 105 MILES ONE WAY TO WORK, RATHER THAN RELOCATE AGAIN. MY DOCTORS, BANKS, PHARMACY, PHONES, AND BEEPER ARE ALL THROUGH MY HOME ADDRESS IN TREMONT.

WHEN I MADE THE MOVE, OUR (UP) COMPUTER SYSTEM WOULDN'T TAKE 2 ADDRESSES, AND I WAS TOLD WITH EMERGENCY NOTIFICATION FOR MY WIFE, TO USE OUR FLORIDA ADDRESS. DUE TO DISTANCE AND TIME, I FEEL SURE, THAT YOUR'RE AWARE THAT IT'S IMPOSSIBLE TO MAKE A 2HOUR CALL FOR A TRAIN AT VILLA GROVE (ZB145) FROM FLORIDA. I DID RELOCATE TO THE BLOOMINGTON AREA IN ACCORDANCE WITH THE NOV 98 HUB AND SPOKE AGREEMENT. AS MY WORK RECORD WILL SHOW, I'VE BEEN AVAILABLE 95% OF THE TIME WHILE WORKING AT BLOOMINGTON AND VILLA GROVE FROM MY HOME IN TREMONT, THIS PAST 1 ½ YEARS.

MY CAR/VEHICLE TITLE, REGISTRATION AND INSURANCE ARE ALL AT MY TREMONT HOME. TO GIVE YOU AN IDEA OF HOW MUCH I CONSIDER IT TO BE HOME, I'VE EVEN CONTACTED THE LOCAL MORTUARY AND GIVEN THEM INSTRUCTIONS ON AS TO HOW I WANT TO BE HANDLED, IN CASE OF AN UNEXPECTED "EVENT".

IF FOR CARRIER RECORDS, YOU NEED TO MAKE SOME CHANGES, FINE, DO SO, BUT PLEASE CORRECT THE COMPUTER SYSTEM SO I CAN SHOW MY WIFE'S ADDRESS. THIS IS FAR FROM BEING AN IDEAL WAY TO LIVE, BUT WITH WORK AND HEALTH CONSIDERATIONS, IT'S THE BEST WE'VE BEEN ABLE TO MANAGE.

RESPECTFULLY

Thomas E. Bryan

THOMAS E. BRYAN

V-3

UNION PACIFIC RAILROAD COMPANY

1416 Dodge Street
Omaha, Nebraska 68179

June 20, 2000

110.61-21.326

Mr. T. E. Bryan
201 ½ South Locust St.
Tremont, IL 61568

Dear Sir:

I am in receipt of your letter postmarked June 12. 2000, referencing my May 31 letter to you regarding the relocation payment made to you under the provisions of the St. Louis Hub Implementation Agreement.

Thank you for your timely response. You have demonstrated that your new residence is in Tremont, Illinois and not Florida. After reviewing the unique circumstances of your situation, the Carrier will not pursue the recollection of the relocation money.

I appreciate your attention in this matter.

Sincerely,

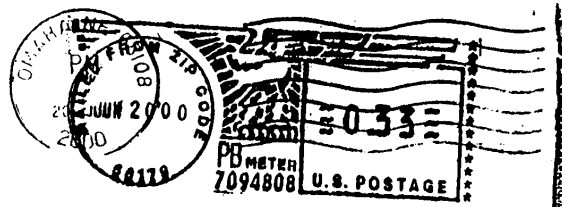
Andrea Gansen
Assistant Director Labor Relations

Copy to: W. Scott Hinckley
Joe Bearden
C. R. Rightnowar

V-4

FORM 00013 (Rev. 12-95)

UNION PACIFIC RAILROAD



Mr. C. R. Rightnowar
General Chairman BLE
320 Brookes Dr. Suite 115
Hazelwood, MO 63042

V-5

63042+2733

ORGANIZATION EXHIBIT

W

UNION PACIFIC RAILROAD COMPANY

1416 Dodge Street
Omaha, Nebraska 68179

May 31, 2000

110.61-21.326

Mr. B. W. Kopaskey
1310 W. Walnut
Bloomington, IL 61701

Dear Sir:

A review of the relocation payment made to you under the provisions of the St. Louis Hub Implementation Agreement revealed that you requested a relocation lump sum of $20,000. Payment in the net amount of $13,800.00 was made to you in April 1999.

However, the Carrier has been advised to you have failed to abide by the terms of the relocation agreement, in that you have not remained at your new work location (Villa Grove) for the two years as you agreed in the application for relocation allowance. Furthermore, Carrier records indicate that you did not relocate closer to your new work location (Villa Grove). Instead, your address of record remains in Bloomington. As you have failed to comply with the conditions under which you were granted the relocation allowance, I have enclosed a repayment agreement for you to repay the net amount of $13,800.00. To reimburse the Carrier for your improper request and receipt of this relocation lump sum, you must complete, sign and return the enclosed agreement for repayment to the Carrier within ten (10) days of receipt.

Thank you for your attention in this matter.

Sincerely,

Andrea Gansen
Assistant Director Labor Relations

Copy to: W. Scott Hinckley
Joe Bearden

W-1

AGREEMENT FOR REPAYMENT

110.61-21.326

Mr. B. W. Kopaskey
1310 W. Walnut
Bloomington, IL 61701

I understand that I was incorrectly paid relocation of $13,800.00. I agree to repay this amount to the Carrier as follows (select one):

____ By check for the full amount (enclose check and send via U.S. Mail)

____ Deduction of $575.00 per pay period for twelve months

____ Deduction of $383.00 per pay period for eighteen months

This deduction will commence at the first pay period following the date this Agreement is received by the Carrier.

_____
Employee's Signature

_____
Date

Send by fax to: Andrea Ganseen
402/271-2463

or mail: 1416 Dodge Street
Room 332
Omaha, NE 68179

Upon receipt, copy to George Marshall for processing to Banking Department.

W-2

ORGANIZATION EXHIBIT

X

C.J. SOSSO
JAN 11 2001
RECEIVED

REC'D
JAN 11 2001
Labor Relations

HUB RELOCATION BENEFITS APPLICATION

(Kansas City Hub)
(Applicant Insert Name of Appropriate Hub)

Please accept this as my application for relocation benefits as set forth in the above referenced Article VII (B) Merger Implementing Agreement. I understand that my election herein is in lieu of actual relocation benefits provided under New York Dock. This election must be exercised within two (2) years from the date of implementation of this Agreement. (Except that Option 3 shall expire within five (5) years from implementation). Please check one of the following three options:

☐ Option 1: I am a non-owner and accept a $10,000 allowance in lieu of New York Dock relocation benefits

☑ 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.

If I have accepted Option 3, I understand that I must not only submit "proof of actual relocation" but in addition I must provide "proof of a bona fide sale" of my home at fair value in the form of sale documents, deeds, and filings of these documents with the appropriate agency in order to receive the "in lieu of" allowance.

In addition, I understand that in accepting any of the three options above, I will be required to remain at the new location, seniority permitting, for a period of two (2) years. Please fax or send this completed form to J. E. Cvetas, Manager-Labor Relations Program Administration, 1416 Dodge Street, Room 332, Omaha, NE 68179; fax (402)271-2463. Mr. Cvetas can also be reached by phone at (402)271-4577.

NAME Jason P. Sevart SSN 515-94-4026

SIGNATURE Jason P Sevart

CRAFT Engineer

DATE 12-08-2001

OLD WORK LOCATION MX283 Jefferson City MO NEW WORK LOCATION MX283 Kansas City MO

implementation 11/16/99

ARELAPPLJAB(1)

X-1

UNION PACIFIC RAILROAD COMPANY

March 4, 2001
File: 110.61-20-326

Mr. J.P. Sevart
112 West Laredo Trail
Raymore, MO 64083

Dear Sir:

This refers to your application for $20, 000 in lieu of relocation benefits as the result of the implementation of the Kansas City Hub on January 1, 1999.

Your work records indicate you are permanently assigned to the RE125 pool at Jefferson City. Notwithstanding the fact you were not required to relocate to Kansas City, the documents you provided indicate you are leasing from relatives in Raymore, MO for a period of three months ending February 28, 2001. In addition the "Deed of Trust" you provided for a lot in Jefferson City is not signed and is not sufficient evidence of home ownership.

Accordingly, your request for relocation benefits is denied. If you wish to pursue this further, please contact your General Chairman's office.

Sincere regards,

Catherine Sosso

Catherine Sosso
Director Labor Relations

Copy to: Mr. R.E. Karstetter
General Chairman UTU
4702 W. Commercial Dr., Suite A
No. Little Rock, AR 72116

X-2

Page: 1 Document Name: untitled

PRS073 MSG 504 - PLEASE VERIFY ALL DATA BEFORE ACCEPTING
MISCELLANEOUS PAYMENT SCREEN - 65

SOC SEC NBR =====> 515944026 NAME(FML)=> J P SEVART
TRANSACTION TYPE=> TRF COST CENT=> 99677 COST CODE=> 2948
GROSS AMOUNT ====> 20,000.00 COMP CODE=> 01 PYRL NBR => 325
FEDERAL TABLE ===> X 28% EX PCT BAL SHEET=> TXBL YR=> 0501
TLC PRVD OVRD(X)=> WORK ORDR=> JOB NBR =>
E.E.O ATTORNEY ==> CONTROL NBR =>

********* TAXES TAKEN ********** ****** DEDUCTIONS TAKEN **********

CODE	DESC	AMOUNT	GROSS	OVRRD
024	MO	600.00	20,000.00	C
002	FED	5,600.00	20,000.00	N

CODE	AUTH	DESCRIPTION	AMOUNT

5/21/11
3229722

CHECK NET AMOUNT ==> 13,800.00

ACCEPT CORR(X) ====> x

( ) ENTER NEXT TOPIC ELSE 98 - MAIN MENU 99 - PRIMARY MENU

Paid for Cathy Sovas.

Date: 5/18/ 1 Time: 01:39:19 PM

X-3

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68179

November 16, 2001
Files: 110.61-21-326
110.61-20-326
360-7

VIA U.S. Mail

MR C R RIGHTNOWAR
GENERAL CHAIRMAN BLE
320 BROOKES DR STE 115-118
HAZELWOOD MO 63042

Dear Sir:

This refers to our meeting in St. Louis on October 16, 2001, regarding applications for in lieu of relocation under various Hub agreements. The following is a recap of our discussions:

- J.P. Sevart – I provided documentation of payment for your information.
- D.E. Laudzers – You are to provide additional documentation as proof of his actual relocation to Kansas City during the hold down period for my further review.
- M.A. Katricia – This claim was originally filed by former General Chairman Thompson and subsequently appealed by UTU General Chairman Karstetter. Former Director Gansen requested additional documentation – none was forthcoming and the claim was denied
- S.O. Boykin – I am reviewing your position and will respond by December 15.
- S. M. Jungers – You are to provide documentation of home ownership/sale and proof of actual relocation to St. Louis during the two year hold down.
- T.E. Little – The Carrier will allow $10,000 without prejudice to it's position. Payment will be forthcoming.
- T.R. Brumme – Carrier records indicate he is living in Bloomington and has not relocated to Villa Grove.
- T.E. Bryan — The Parties have closed their files on this matter.
- M.O. Coats and C.W. Kerr – I advised I will review your position and respond in writing by December 15.

We discussed scheduling another meeting to review the open items listed. I suggest we jointly review any additional documentation when you are in Omaha for Section 6 meetings the week of December 4.

You also listed the names of several employees requesting adjustment of their TPAson your request for conference. I advised Director Protection, Marilyn Ahart, is the Carrier Officer responsible for grievances related to payment and computation of TPAs. Please contact her office to progress any such claims.

Sincere regards,

Catherine Sosso

Catherine Sosso
Director Labor Relations

X-4

Relocation Benefits for the Hub Merger Implementing Agreement

The following information must be provided, depending upon which Option is selected.

Option 1: **Proof of actual relocation**. This may take the form of a home or apartment lease or contract to purchase a new home.

Option 2: **Proof of actual relocation** similar to that stated above for Option 1. In addition it will be necessary to provide proof of current home ownership in the form of a purchase contract, warranty deed, or mortgage papers. If these documents do not contain the property's address, i.e., most only contain a description of the property, also include the most recent tax statement which should have a street address to coincide with the description of the property.

Option 3: In addition to ***proof of actual relocation***, it will also be necessary to provide a bona fide bill of sale of the old home.

X-5

Brotherhood of Locomotive Engineers
General Committee of Adjustment
Union Pacific Railroad Central Region
320 Brookes Dr., Suite 115 • Hazelwood, MO 63042 • (314) 895-5858 • Fax (314) 895-0104

C.A. Rightnowar
GENERAL CHAIRMAN
A.E. Rhodes
1ST VICE-CHAIRMAN
T.H. Wells
2ND VICE-CHAIRMAN
C.A. Brand
SECRETARY-TREASURER

October 10, 2001

CERTIFIED MAIL
RETURN RECEIPT REQUESTED
7000 1670 0005 1644 0283

Ms. Catherine Sosso
Director-Labor Relations
Union Pacific Railroad Company
1416 Dodge Street, Room # 332
Omaha, Nebraska 68179-0323

Dear Ms. Sosso:

This has reference to our discussions related to our upcoming meeting in St. Louis, Missouri at the UP Building during the week of October 15, 2001.

The Parties agreed to conference various issues including NYD Relocation Allowances for various engineers during our upcoming conference.

The NYD Relocation Allowance claims that the Organization desires to conference includes, but is not limited to, the following:

M.O. Coats	C.W. Kerr	S.O. Boykin
D.E. Laudzers	M.A. Katricka	J.P. Sevart

In addition, numerous individuals still do not have their TPA adjusted in accordance with the various Hub Agreements. The list of individuals requesting that their NYD TPA be adjusted include, but is not limited to, the following:

S.O. Boykin	E.D. Ivey	K.G. Timmons
L.S. Crafton, Jr.	R.W. Durkin	

X-6

In previous correspondence, the Parties agreed to arbitrate the undisturbed rest dispute. Specifically, the issue of whether or not an engineer assigned to the GXB loses his incentive day and guaranteed days when he avails himself to undisturbed rest pursuant to the System Agreement. Please advise as to when the Carrier will be able to arbitrate this dispute.

Another dispute that needs to be listed for arbitration is the issue of who qualifies for the $2.75 portion of the short crew allowance.

Please advise.

Yours truly,

Charles R. Rightnowar
General Chairman
Union Pacific – Central Region

X-7

TRANSMISSION VERIFICATION REPOR

TIME : 10/10/2001 13:33

DATE,TIME	10/10 13:31
FAX NO./NAME	14022712463
DURATION	00:02:00
PAGE(S)	03
RESULT	OK
MODE	STANDARD ECM

X-9

ORGANIZATION EXHIBIT

Y

TONY ZABAWA
General Director-
Timekeeping Operations

UNION PACIFIC RAILROAD COMPANY

1815 Capitol Avenue
Omaha, Nebraska 68102
Phone (402) 997-2000
Fax (402) 997-2385

October 11, 2000

Mr. Charles R. Rightnowar
General Chairman, BLE
320 Brookes Dr., Suite 115
Hazelwood, MO 63042

Dear Mr. Rightnowar:

This refers to your letter dated August 18, 2000, concerning held away from home terminal time and relocation allowances claimed for Zone 3 Kansas City Hub Engineers listed in your letter.

Currently Engineers L.D. Molloy, D. R. Snyder and A. L. Chachere are assigned to Kansas City turns and are receiving held away from home terminal time at Jefferson City. Engineers M. O. Coats and C. W. Kerr are assigned to Jefferson City turns and are receiving held away from home terminal time at Kansas City per instructions from Labor Relations dated June 02, 2000. They are currently not entitled to held away time at other locations and any claims for normal or reverse held away addressed in your letter for these individuals is declined.

All claims for relocation allowances are handled directly through the office of Labor Relations and those claims addressed in your letter are declined. Any future questions concerning this subject should be addressed directly to Catherine Sosso, Director Labor Relations.

Based on the above, any claim mentioned in your letter dated August 18, 2000, must be respectfully declined.

Sincerely,

Tony Zabawa

Tony Zabawa
General Director Timekeeping

Cc: Catherine Sosso – Director Labor Relations
Michael Stom – Director Timekeeping

4-1

ORGANIZATION EXHIBIT

Z

Brotherhood of
Locomotive Engineers
General Committee of Adjustment
Union Pacific Railroad Central Region

C.A. Rightnowar
GENERAL CHAIRMAN
R.E. Rhodes
1ST VICE-CHAIRMAN
T.H. Wells
2ND VICE-CHAIRMAN
C.A. Brand
SECRETARY-TREASURER

320 Brookes Dr., Suite 115 • Hazelwood, MO 63042 • (314) 895-5858 • Fax (314) 895-0104

January 12, 2002

CERTIFIED MAIL
RETURN RECEIPT REQUESTED
7001 1140 0001 0835 1341

Ms. Catherine Sosso
Director-Labor Relations
Union Pacific Railroad Company
1416 Dodge Street, Room # 332
Omaha, Nebraska 68179-0323

Dear Ms Sosso:

This will acknowledge receipt of your letter dated December 28, 2001 **(Carrier File No. 110.61-21-326 and 110.61-20-326, 360-7) (Provided for your ready reference as Attachment "1")** referencing the Parties conference and subsequent discussions of the claims for the relocation allowance of Engineer M.O. Coats and Engineer C.W. Kerr as set forth in the Kansas City Hub Merger Implementing Agreement. Pursuant to the Kansas City Hub Merger Implementing Agreement, claim has also been made for payment of all held-away-from-home terminal payments, for both engineers, associated with the relocation from Jefferson City to Kansas City, as provided in the Kansas City Hub Merger Implementing Agreement.

The version of events stated in your December 28, 2001 letter are an inaccurate depiction of the conference of these claims and our subsequent meeting and discussion of the two (2) claims in your Omaha, Nebraska, office on December 07, 2001. When these two claims, and others relocation claims, were conferenced in St. Louis, Missouri, on October 15, 2001, the Organization provided all the documentation supporting the claims for your review and consideration. During our conference discussions, you advised that upon your return to Omaha you would discuss the claims with Mr. Meredith and make an offer the resolve the claims on property.

Our discussions on December 07, 2001, was to discuss a possible settlement offer for the claims promised in St. Louis on October 15, and not for re-conferencing of the claims. You are

Z-1

correct when stating that during these discussions the Organization did not bring its entire file related to the claims to your Omaha office. During our discussions on December 07, 2001, you made no settlement offer and advised that you had yet to discuss a potential settlement offer with Mr. Meredith.

The Parties have discussed these two (2) claims, with numerous conferences, for more than a year. Each time the discussions were had, you advised that you were going to make a settlement offer. Subsequent to you statements that you were going to make a settlement offer, no offer was forthcoming. In order to achieve a resolution of the two (2) claims referenced above, and other NYD relocation allowance claims, and after the promised settlement offers had been made after almost a year of promises, the Organization properly filed for New York Dock arbitration seeking a final resolution of the claims. It appears that your office is determined to delay final resolution of this matter as long as possible. The Organization seeks resolution.

Further, the Carrier has refused to pay NYD protective benefits to Engineer M.O. Coats in its efforts to improperly seek restitution of the relocation allowance previously paid. After numerous requests, both by this office and Mr. Coats personally, for a current status report as to how much had been deducted, your office has yet to give this office, or Mr. Coats, a current accounting of how much money has been deducted from Mr. Coats entitled NYD protective payments. Identical requests, without a current account status provided, have been made for Engineer C.W. Kerr.

Additionally, this office has requested documentation as to how much HAHT has been declined for both engineers since the Carrier took the position that both engineers were not entitled to the relocation allowance and began their efforts at re-collection and began declining entitled HAHT payments at Jefferson City. Engineer Coats and Kerr are entitled to the payment of HAHT at Jefferson City pursuant to the Kansas City Hub Merger Implementing Agreement. Your office has provided no accounting, although requested on numerous occasions, for the HAHT declined for both engineers at Jefferson City.

Without waiver of the above and without waiver of any position set forth by the Organization related to these claims, and other disputed NYD relocation allowance claims, the following documentation is provided for your review.

A sampling of timeslips filed verifying how much HAHT Engineer M.O. Coats is entitled to at Jefferson City **(Provided for your ready reference as Attachment "2")**. The enclosed timeslips do not represent all the claims filed for HAHT at Jefferson City by Mr. Coats, as there are other claims for HAHT at Jefferson City that are not currently in the possession of the Organization. All claims for HAHT at Jefferson are incorporated by reference and made a part of the record as though fully set forth herein.

A sampling of timeslips filed verifying how much HAHT Engineer C.W. Kerr is entitled to at Jefferson City **(Provided for your ready reference as Attachment "3")**. The enclosed timeslips do not represent all the claims filed for HAHT at Jefferson City by Mr. Kerr, as there are other claims for HAHT at Jefferson City that are not currently in the possession of the

Organization. All claims for HAHT at Jefferson are incorporated by reference and made a part of the record as though fully set forth herein.

Carrier generated documents reveal that both Engineer M.O. Coats and Engineer C.W. Kerr were treated in a disparate manner from Engineer L.D. Molloy who also applied for and received the in lieu of relocation allowance as provided by the Kansas City Hub Merger Implementing Agreement **(Provided for your ready reference as Attachment "4")**.

Carrier generated documents reveal that both Engineer M.O. Coats and Engineer C.W. Kerr were treated in a disparate manner from Engineer J.P. Sevart who also applied for and received the in lieu of relocation allowance as provided by the Kansas City Hub Merger Implementing Agreement **(Provided for your ready reference as Attachment "5")**.

Carrier generated documents reveal that both Engineer M.O. Coats and Engineer C.W. Kerr were treated in a disparate manner from Engineer A.L. Chachere who also applied for and received the in lieu of relocation allowance as provided by the Kansas City Hub Merger Implementing Agreement **(Provided for your ready reference as Attachment "6")**.

Carrier generated documents reveal that both Engineer M.O. Coats and Engineer C.W. Kerr were treated in a disparate manner from Engineer D.R. Snyder who also applied for and received the in lieu of relocation allowance as provided by the Kansas City Hub Merger Implementing Agreement **(Provided for your ready reference as Attachment "7")**.

Carrier generated records related to this dispute for Engineer M.O. Coats that have previously been made a part of the records are enclosed **(Provided for your ready reference as Attachment "8")**.

Carrier generated records related to this dispute for Engineer C.W. Kerr that have previously been made a part of the records are enclosed **(Provided for your ready reference as Attachment "9")**.

Correspondence pertaining to this dispute previously made a part of the record in enclosed **(Provided for your ready reference as Attachment "10")**.

All other Carrier generated documents surrounding this dispute, not provided herein, are incorporated by reference into this document as though fully set forth herein.

All other correspondence between the Parties and documents provided to the Carrier by the Claimants, not provided herein, is incorporated by reference into this letter as though fully set forth herein.

All documents previously conferenced by the Parties related to the relocation allowance claim of Engineer S.M. Jungers are enclosed **(Provided for your ready reference as Attachment "11")**.

Z-3

All other Carrier generated documents surrounding this dispute, not provided herein, are incorporated by reference into this document as though fully set forth herein.

All other correspondence between the Parties and documents provided to the Carrier by the Claimants, not provided herein, is incorporated by reference into this letter as though fully set forth herein.

All documents previously conferenced by the Parties related to the relocation allowance claim of Engineer D.E. Luadzers are enclosed **(Provided for your ready reference as Attachment "12")**. At conference, you advised that the only remaining issue that would determine whether or not Engineer Luaders was entitled to the relocation allowance was whether or not his relocation left him farther away from his new work assignment or nearer his new work assignment. Documents provided herein establishes that Engineer Luaders is entitled to the payment of the relocation allowance as set forth in the Kansas City Hub Merger Implementing Agreement.

All other Carrier generated documents surrounding this dispute, not provided herein, are incorporated by reference into this document as though fully set forth herein.

All other correspondence between the Parties and documents provided to the Carrier by the Claimants, not provided herein, is incorporated by reference into this letter as though fully set forth herein.

All documents previously conferenced by the Parties related to the relocation allowance claim of Engineer D.E. M.A. Katricka are enclosed **(Provided for your ready reference as Attachment "13")**.

All other Carrier generated documents surrounding this dispute, not provided herein, are incorporated by reference into this document as though fully set forth herein.

All other correspondence between the Parties and documents provided to the Carrier by the Claimants, not provided herein, is incorporated by reference into this letter as though fully set forth herein.

All documents previously conferenced by the Parties related to the relocation allowance claim of Engineer S.O. Boykin are enclosed **(Provided for your ready reference as Attachment "14")**. As agreed to in conference, Engineer S.O. Boykin was treated in a disparate manner than Engineer E.K. Ivey who also left his position as a company manager during the same time frame as did Engineer Boykin. You advised that the decision not to pay Engineer Boykin the relocation allowance (E.K. Ivey was paid the NYD relocation allowance) might have been precipitated by internal company politics and further, that you felt that Engineer Boykin was entitled to the relocation allowance due to the fact that same had been paid to Engineer E.K. Ivey. You advised that you would confer with your superiors and try to pay the relocation allowance claim as you felt that Engineer Boykin was entitled to payment of the relocation allowance.

2-4

All other Carrier generated documents surrounding this dispute, not provided herein, are incorporated by reference into this document as though fully set forth herein.

All other correspondence between the Parties and documents provided to the Carrier by the Claimants, not provided herein, is incorporated by reference into this letter as though fully set forth herein.

At conference, you advised that all issues of adjustments of NYD protective payments should properly be referred to Ms. Marilyn Ahart of the Protection Bureau.

All claims for NYD relocation allowances are supported by the in lieu of arrangements negotiated in the St. Louis, Kansas City and North Little Rock/Pine Bluff Hub Merger Implementing Agreements.

If after a review of the documents provided herein, you are unable to pay the relocation allowance claims, stand advised that the Organization still requests NYD expedited arbitration to resolve the disputes.

As agreed to by the Parties previously, the Organization is agreeable to John B. LaRocco as the arbitrator.

The Carrier is advised that as of this date, your office has provided no documents to this office supporting the Carrier's position related to these in lieu of NYD relocation allowance claims. As such, based upon the position set forth in your December 28, 2001, letter, the Carrier is barred from using any document in arbitration not previously provided to the Organization.

Please advise.

Yours truly,

Charles Rightnowar

Charles R. Rightnowar
General Chairman
Union Pacific – Central Region

Z-5

ATTACHMENT "1"

Z-6

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68179

December 28, 2001
Files: 110.61-21-326
110.61-20-326
360-7

MR C R RIGHTNOWAR
GENERAL CHAIRMAN BLE
320 BROOKES DR STE 115-118
HAZELWOOD MO 63042

RE: Relocation Claims

Dear Sir:

This refers to my letter dated November 16, 2001, and our discussion in my office on Friday, December 7, 2001, concerning the handling of the relocation disputes. On both occasions you did not come prepared with the your files and documentation concerning these claims. In order to fully address the issues associated with the Claimants you have identified, I asked you to provide copies of the documents you are relying on in support of your claims so I may fully respond to your requests for payment.

This request is to ensure we have complete exchange of information so I can make informed decisions regarding any potential on property resolution of these claims prior to proceeding to party-pay New York Dock arbitration. Once I receive this information, I will promptly respond in writing.

To date, I have not received any of the requested information. I do not consider these cases ripe for arbitration until we conclude the on property handling by fully documenting our respective positions.

As I advised, once we conclude the on property handling, I have committed to scheduling arbitration of any outstanding claims as expeditiously as possible.

Sincere regards,

Catherine Sosso

Catherine Sosso
Director Labor Relations

Z-7

Exhibit
AA

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68179

March 5, 2002
Files: 110.61-10 (326)
110.61-10 (326)
110.61-10 (326)

VIA FACSIMILE & Overnight Mail

MR C R RIGHTNOWAR
GENERAL CHAIRMAN BLE
320 BROOKES DR STE 115-118
HAZELWOOD MO 63042

RE: Relocations
Dear Sir:

This acknowledges receipt of your letter dated January 12, 2002, in this office on January 22, 2002, concerning our meetings to discuss your appeal of various relocation allowance applications.

Once again, you mischaracterize the Carrier's handling and representations in conference. You presented your position without providing the supporting documentation when we met on October 10, 2001, and again on December 7, 2001. On November 16, 2001, I advised I would review the Carrier's files. The positions you took during our meeting were not documented in all cases and requested further exchange of documentation the week of December 4, 2001, when you were in Omaha. You did not bring any files resulting in my December 28, 2001, letter.

Although we discussed potential settlement of several cases, I never made any representations that I agreed with your positions or that settlement offers would be forthcoming. I listened to your verbal representations and responded by reiterating the record as it stands was void of any information to warrant any further payment but I would take into consideration any supplemental documentation of your positions. Your procedural gyrations and misrepresentations are offensive and contrary to fostering open discussions in efforts to resolve disputes on the property. You continue to torpedo the Carrier's good faith efforts to bring all issues to the table for open discussion and possible resolution on the property.

The following are my comments based on my review of the records I received from your office on January 22, 2002.

SM Jungers (Attachment "11"). You failed to provide any documentation or information to support your position Mr. Jungers alleged relocation from Jefferson City to St. Louis was a result of the merger and not a seniority move. His permanent address on file with the Carrier is Jefferson City and he is working in the RE05 pool out of Jefferson City. Enclosed is a copy of the certified receipt signed by Mr. Jungers at his Jefferson City home. The lease agreement you provided with your letter dated January 12, 2002, is for one year commencing 10/23/00 and the deadline for applying for the relocation expired October 31, 2000. Therefore, the claim is denied.

DE Luadzers (Attachment "12"). Based on the additional documentation provided to you by Local Chairman A.L. Tinney and forwarded with your January 12, 2002, letter, including evidence

AA-1

of current residency in Blue Springs, Missouri, I am agreeable to payment of the $20,000. 00 relocation allowance without prejudice. Please sign the attached settlement letter and return a copy to this office for processing.

MA Katricka (Attachment "13"). No additional documentation to support the claim was provided. Conductor Katricka is working in St. Louis and resides in the St. Louis area. Nothing was provided to warrant a reversal of the Carrier's position her assignment to Dexter was not a result of the merger. See Carrier's prior correspondence and letter dated November 16, 2001. Claim denied.

SO Boykin (Attachment "14"). I take serious exception to your characterization of our discussions and there is no basis in fact for any of your allegations. Based on the documents you provided, neither Mr. Boykin nor Mr. Ivey are entitled to the relocation benefits. I will investigate recollection of the payment to Mr. Ivey.

MO Coats (Attachment "2") and CW Kerr (Attachment "3"). I previously provided the current accounting of the recollection of the relocation allowances paid to Mr. Coats and Mr. Kerr for their alleged relocation to Kansas City from Jefferson City, Missouri. I am not agreeable to any proposed settlement in view of the fact both Mr. Coats and Mr. Kerr failed to comply with the conditions of the Merger Implementing Agreement by actually relocating and remaining in Kansas City. Both employees reside at Jefferson City and hold Jefferson City pool turns. There is no agreement provision providing for payment of HAHT at the employee's home terminal. Moreover, these engineers received HAHT and lodging at Kansas City based on their residency in Jefferson City and assignment to Jefferson City in the pool turns. Nevertheless, you progressed time claims for HAHT at Jefferson City. Any claims associated with these bogus claims for HAHT are the proper subject for handling with Mr. McBratney in the usual manner pursuant to the System Agreement – Claims Handling Process.

The issue properly before me is the recollection of relocation payments paid in error to Mr. Coats and Mr. Kerr. These employees fraudulently submitted claims for payment in violation of the Agreement and NYD conditions. They are subject to dismissal for dishonestly. As stated in previous correspondence, there is nothing to preclude this office from notifying the Service Unit to pursue this course of action. However, former Director Andrea Gansen elected to pursue recollection of relocation allowances due to Mr. Coats' and Mr. Kerr's refusal to sign recollection agreements. Moreover, you wrote to Assistant Director TM Stone on June 15, 2000, endorsing discipline as a proper method to handle such disputes. (copy attached). You claim disparate treatment citing the names of several employees who allegedly received relocation allowances under similar circumstances. You failed to provide any factual information regarding these allegations. You provided nothing in your January 12, 2002, Attachments 4-10, to support your position. I will advise the auditors to investigate the improper payment to the employees identified. The computer printouts you provided are meaningless. Finally, you provided no information warranting a change in the Carrier's position set forth in writing to your office prior to the time I replaced Ms. Gansen. Accordingly, all claims are denied.

Sincere regards,

Catherine Sosso

Catherine Sosso
Director Labor Relations

Attachments

Copy to: Rock
McBratney
Ahart

AA-2

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68179

December 28, 2001
Files: 110.61-21-326
110.61-20-326
360-7

MR C R RIGHTNOWAR
GENERAL CHAIRMAN BLE
320 BROOKES DR STE 115-118
HAZELWOOD MO 63042

RE: Relocation Claims

Dear Sir:

This refers to my letter dated November 16, 2001, and our discussion in my office on Friday, December 7, 2001, concerning the handling of the relocation disputes. On both occasions you did not come prepared with the your files and documentation concerning these claims. In order to fully address the issues associated with the Claimants you have identified, I asked you to provide copies of the documents you are relying on in support of your claims so I may fully respond to your requests for payment.

This request is to ensure we have complete exchange of information so I can make informed decisions regarding any potential on property resolution of these claims prior to proceeding to party-pay New York Dock arbitration. Once I receive this information, I will promptly respond in writing.

To date, I have not received any of the requested information. I do not consider these cases ripe for arbitration until we conclude the on property handling by fully documenting our respective positions.

As I advised, once we conclude the on property handling, I have committed to scheduling arbitration of any outstanding claims as expeditiously as possible.

Sincere regards,

Catherine Sosso
Director Labor Relations

AA-3

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68179

November 16, 2001
Files: 110.61-21-326
110.61-20-326
360-7

VIA U.S. Mail

MR C R RIGHTNOWAR
GENERAL CHAIRMAN BLE
320 BROOKES DR STE 115-118
HAZELWOOD MO 63042

Dear Sir:

This refers to our meeting in St. Louis on October 16, 2001, regarding applications for in lieu of relocation under various Hub agreements. The following is a recap of our discussions:

- J.P. Sevart -- I provided documentation of payment for your information.
- D.E. Laudzers – You are to provide additional documentation as proof of his actual relocation to Kansas City during the hold down period for my further review.
- M.A. Katricia – This claim was originally filed by former General Chairman Thompson and subsequently appealed by UTU General Chairman Karstetter. Former Director Gansen requested additional documentation – none was forthcoming and the claim was denied
- S.O. Boykin – I am reviewing your position and will respond by December 15.
- S. M. Jungers – You are to provide documentation of home ownership/sale and proof of actual relocation to St. Louis during the two year hold down.
- T.E. Little – The Carrier will allow $10,000 without prejudice to it's position. Payment will be forthcoming.
- T.R. Brumme – Carrier records indicate he is living in Bloomington and has not relocated to Villa Grove.
- T.E. Bryan — The Parties have closed their files on this matter.
- M.O. Coats and C.W. Kerr – I advised I will review your position and respond in writing by December 15.

We discussed scheduling another meeting to review the open items listed. I suggest we jointly review any additional documentation when you are in Omaha for Section 6 meetings the week of December 4.

You also listed the names of several employees requesting adjustment of their TPAson your request for conference. I advised Director Protection, Marilyn Ahart, is the Carrier Officer responsible for grievances related to payment and computation of TPAs. Please contact her office to progress any such claims.

Sincere regards,

Catherine Sosso

Catherine Sosso
Director Labor Relations

AA-4

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Mr. S.M. Jungers
2418 Colonial Hills Rd
Jefferson City, MO
65109

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) B. Date of Delivery JAN 2 4 2001

C. Signature

X S.M. Jungers ☐ Agent ☐ Addressee

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Copy from service label)
700 0600 0026 7174 6716

PS Form 3811, July 1999 Domestic Return Receipt 102595-00-M-0952

A-5

Brotherhood of Locomotive Engineers
General Committee of Adjustment
Union Pacific Railroad - Eastern Region
Charles R. Rightnowar - General Chairman 300 Brookes Drive, Suites 115-118 Hazelwood, Missouri 63042 (314) 895-5858
Fax - (314) 895-0104

FAX - FAX - FAX - FAX - FAX - FAX - FAX

From: C R Rightnowar - BLE

To: C. Sosso - up

No. of Pages: 1 of 3

This information contained in this facsimile transmission is privileged and confidential and is intended only for use by the individual or entity named above. If the reader of this message is not the intended recipient or the agent or employee responsible for delivery of the transmission to the intended recipient you are hereby notified that dissemination, distribution or copy of this communication is strictly prohibited. If you have received this communication in error, please notify immediately by telephone and return the message to us at the above address via the United States Postal Service.

X-8

Brotherhood of Locomotive Engineers
General Committee of Adjustment
Union Pacific Railroad Eastern Region
320 Brookes Dr., Suite 115 • Hazelwood, MO 63042 • (314) 895-5858 • Fax (314) 895-0104

SCANNED
RECD
JUN 19 2000
Labor Relations

C.R. Rightmoyer
GENERAL CHAIRMAN
D.W. Thurston
VICE-CHAIRMAN
C.R. Brand
SECRETARY-TREASURER

1227344

1227344

June 15, 2000

CERTIFIED MAIL 7099 3400 0003 2972 2478
RETURN RECEIPT REQUESTED

Mr. Terry Stone
Assistant Director–Labor Relations
Union Pacific Railroad Company
1416 Dodge Street, Room #332
Omaha, Nebraska 68179-0323

RE: Discipline Appeal
Engineer: James R. Coleman
Discipline Notice No. 00LK040

Dear Sir:

This to appeal the decision of Superintendent Jerry Everett to assess permanent discharge against Engineer James R. Coleman (SS#432-90-2419), pursuant to Discipline Notice 00LK040, dated April 21, 2000, requesting immediate reinstatement, claiming full back pay (including time attending investigation), fringe benefits, vacation and seniority rights unimpaired, and the clearing of this notation of discipline from Engineer Coleman's record.

The Carrier's assessment of discipline is procedurally flawed in the failure to date the completion of the transcript within the Transcribers Certification; precedential, on-property Awards have held that it is improper to assess discipline prior to the completion of the transcript; by the deletion of the completion date from this transcript, the Carrier is concealing evidence that the decision to discipline the Claimant was made prior to the completion of the transcript. Concealment of material, relevant facts, related to procedural objections, does not prevent application of these facts by presumption. It is the Carrier's burden to show when the transcript was completed (as this information is exclusively within its control), and a failure to provide this information, raises the presumption against the Carrier.

AA-6

Manager of Train Operations, David Lancaster, testified that Superintendent Jerry Everett was involved in both the pre-investigation and decision to charge Engineer Coleman (Tr. at pp. 12, 16); as such, Superintendent Everett prejudged the guilt of Engineer Coleman, and improperly assessed the discipline of Level 5-permanent discharge. It is a practice on this property, to insure fairness and impartiality, that a Superintendent who was not involved in the pre-investigation and decision to charge an employee, be assigned to make a careful review of the record, and assess discipline, if just cause exists. Mr. Everett's "behind the scene" actions, prejudging the guilt of Engineer Coleman, deprives Engineer Coleman of any fairness or impartiality.

Engineer Coleman, a twenty-seven year employee (Tr. at pp. 7, 10), with an "excellent" record (Tr. at p. 31), did not intentionally falsify any documents; he clearly testified that it was his "understanding" that one switching move requires payment of a minimum of one hour arbitrary payment (Tr. at p. 79). The auditor, an employee with less than two years experience, interjected evidence unrelated to terminal switching, supplying data as to terminal delay times, outside the scope of the Notice of Charges (Tr. at pp. 22, 37), admitted that he only had a "general understanding" of the Collective Bargaining Agreement provisions as to terminal switching (Tr. at 46, 56), did not know the geographical terminal switching limits (Tr. at p. 50), and used "approximated," and "estimated" times to construct his evidence (Tr. at pp. 54, 55).

The Carrier, if it disagreed, *could decline* the claim submitted by Engineer Coleman, wherein the undersigned could appeal for payment through the normal time claim procedures. This was done as to the brakeman, Matthew Hare (Tr. at p. 41; see also, last entry, investigation Transcript Exhibit "D"), and could have just as easily been done as to Engineer Coleman's time claim. Moreover, it is disparate treatment to decline one employee's claim, and permanently discharge another employee *on the same crew* for his claim.

Were this not enough, Engineer Coleman *was never paid* for the terminal switching claim for which the Carrier has now permanently discharged him.

It is shocking that the Carrier has discharged a twenty-seven year employee with an excellent record over a *disputed* claim of $31.11 (Tr. at p. 27), for which he was never paid, and which could have easily been declined. Instead of watching the crew, why didn't the auditors and/or MTO Lancaster *talk* to the crew, to clear up any misunderstandings, and to permit any disputed claims to be handled through the normal time claim procedures?

The disparate treatment accorded Engineer Coleman is further heightened by the fact that various Engineers have been accused (but not charged) with allegedly falsifying claims for lump sum allowances, where the Carrier instead of charging these employees, holding investigations, and disciplining these employees, *has offered* to allow these employees to repay the full amount of the lump sum allowances, either in one payment, or by payroll deduction either in a twelve month, eighteen month, or twenty-four month method (see Carrier file 110.61-21.326, involving Engineers T. E. Bryan, M. O. Coats, C.

AA-7

W. Kerr, and B. W. Kopaskey). These Engineers are accused of allegedly taking relocation lump sum payments of $20,000 to $30,000, *far more than the $31.11 for which the Carrier has permanently discharged a twenty-seven year excellent employee, who, in fact, never received the $31.11.*

Please forward all records contained in Carrier file 110.61-21.326 involving the above named Engineers and any other employees contained in said file; further, I have been advised that the reverse heid-away-from-home allowances paid these Engineers have been "forgiven" as to each, and I hereby request the total amounts "forgiven" as to each of these employees.

Please advise.

Sincerely,

Charles Rightnowar

Charles R. Rightnowar

AA-8

RECOVERY	//15/0			Under:	COATS
R/682					
		RELO		PROT. PYMNT	
NAME	SSN	RCVD.	MO/YR	DEDUCTED	BAL. DUE
COATS, M.O.	490-56-9764	$30,000.00	Jun-00	$1,754.60	$28,245.40
			Jul-00	$509.11	$27,736.29
			Aug-00	$2,225.59	$25,510.70
			Sep-00	$1,581.80	$23,928.90
			Oct-00	$1,060.58	$22,868.32
			Nov-00	$905.67	$21,962.65
			Dec-00	$983.28	$20,979.37
			Jan-01	$901.67	$20,077.70
			Feb-01	$2,494.60	$17,583.10
			Mar-01	$782.74	$16,800.36
			Apr-01	$837.63	$15,962.73
			May-01	$34.35	$15,928.38
			Jun-01	$1,493.58	$14,434.80
			Jul-01	NONE	$14,434.80
			Aug-01	$752.67	$13,682.13
			Sep-01	$237.03	$13,445.10
			Oct-01	$1,011.97	$12,433.13
			Nov-01	$746.46	$11,686.67
			Dec-01	$1,038.55	$10,648.12
			Jan-02	$1,222.99	$9,425.13
				$20,574.87	

AA-9

RECOVERY	7/15/0			Under:	KERR CW
R/682					
		RELO		PROT. PYMNT	
NAME	SSN	RCVD.	MO/YR	DEDUCTED	BAL. DUE
C. W. KERR	499-44-8247	$20,000.00	Jul-01	NONE	$20,000.00
			Aug-01	$61.64	$19,938.36
			Sep-01	$-	$19,938.36
			Oct-01	$-	$19,938.36
			Nov-01	$-	$19,938.36
			Dec-01	$458.16	$19,480.20
			Jan-02	$-	$19,480.20
			Feb-02		
			Mar-02		
			Apr-02		
			May-02		
			Jun-02		
			Jul-02		

AA-10

Exhibit
BB

Brotherhood of Locomotive Engineers
General Committee of Adjustment
Union Pacific Railroad Central Region

C.A. Rightnowar
GENERAL CHAIRMAN
R.E. Rhodes
1ST VICE-CHAIRMAN
T.H. Wells
2ND VICE-CHAIRMAN
C.A. Brand
SECRETARY-TREASURER

320 Brookes Dr., Suite 115 • Hazelwood, MO 63042 • (314) 895-5858 • Fax (314) 895-0104

April 02, 2002

CERTIFIED MAIL
RETURN RECEIPT REQUESTED
7000 1670 0005 1643 3605

Mr. R.D. Rock
Director-Labor Relations
Union Pacific Railroad Company
1416 Dodge Street, Room # 332
Omaha, Nebraska 68179-032

Dear Sir:

This has reference to a letter addressed to the undersigned dated March 05, 2002 **(Provided for your ready reference as Attachment "1")** from your predecessor, Ms. Catherine Sosso, wherein she discussed various claims for relocation allowances and associated claims for reverse HAHT, where applicable. This office has been advised that Ms. Sosso's duties have now been assigned to your office. If this is not correct, please advise to the contrary.

In her March 05, 2002 letter, Ms. Sosso made statements that are factually incorrect. At our October 10, 2001 meeting, in St. Louis, Missouri, with Vice-Chairman TH Wells present, the Organization was in possession of documentation supporting all of the claims addressed for payment of relocation allowances and reverse HAHT, for both Engineers MO Coats and CW Kerr. During conference, all documents were discussed and reviewed by the Organization and Ms. Sosso. Ms. Sosso made no request for copies of the supporting documents. Subsequent to our October 10, 2001, conference, all supporting documents were provided to Ms. Sosso's office and are now in your possession.

It was agreed at our October 10, 2001, conference that the Parties would discuss the relocation claims again during the week of December 04, 2001, in an attempt to reach resolution. Since all supporting documents were provided to Ms. Sosso during our October 10, 2001, conference, no need existed to provide them again during our December 04, 2001, meeting. Again, our discussions during the week of December 04,

BB-1

2001, meeting was for possible resolution and not discussion of documents previously discussed at conference.

I will respond to each case addressed in Ms. Sosso's letter of March 05, 2002.

SM Jungers:

Engineer SM Jungers properly relocated pursuant to the "in lieu of" conditions set forth in the St. Louis Hub Merger Implementing Agreement. In her letter of March 05, 2002, Ms. Sosso readily admits that Engineer Jungers relocation was within the time limits set forth in the St. Louis Hub Agreement. As such, Mr. Jungers is entitled to the payment of the $20,000 allowance as a homeowner. The Carrier has not successfully challenged Engineer Jungers' relocation to St. Louis. Arguments related to joint leasing of an apartment are insufficient to deny the claim. Upon proof of sale of his Jefferson City, Missouri property, he would be entitled to the payment of the additional $10,000 as set forth in the St. Louis Hub Merger Implementing Agreement.

As you are well aware, under the St. Louis Hub Merger Implementing Agreement engineers have two (2) years to apply for a relocation allowance. Even after application until final sale of the property, nothing precludes an individual from keeping a residence at the previous location.

Without waiver of the above, Engineer SM Jungers would be is entitled to the payment of the additional $10,000 in view of the fact that he sold his home in accordance with Side Letter No. 5 of the St. Louis Hub Merger Implementing Agreement, after the Agreement had been signed but before implementation.

All positions taken and documents presented in the on-property handling of this claim are incorporated by reference as though fully set forth herein.

DE Luadzers:

The Organization has executed the agreement to pay Engineer DE Luadzers $20,000 with entitlement to the additional $10,000 upon proof of sale of his home. Please provide evidence of actual payment as promised by Ms. Sosso.

MA Katricka:

As set forth previously, the Organization stand on the record of the on-property handling.

All positions taken and documents provided in the on-property handling are incorporated by reference as though fully set forth herein.

SO Bovkin:

BB-2

As previously set forth, Engineer SO Boykin and Engineer ED Ivey are in an identical circumstance. In view of the fact that Engineer Ivey has been paid the relocation allowance, failure to pay the same relocation allowance to Engineer SO Boykin represents disparate treatment. During conference and in her letter of March 05, 2001, Ms. Sosso concedes that both engineers are in the identical circumstance. The Organization would strenuously object to a recollection of the relocation allowance paid to Engineer Ivey at this late date. As such, Engineer Boykin is entitled to the payment of the relocation allowance as has previously been paid to Engineer Ivey as their claims comport to the same factual circumstances.

All necessary supporting documentation has been provided to the Carrier in previous on-property handling on this claim and are incorporated by reference.

MO Coats and CW Kerr:

As to the Carrier's improper recollection of the relocation allowance paid to both Mr. Coats and Mr. Kerr, stand advised that Ms Gansen's original recoilection letter set forth that Mr. Coats had improperly been paid a total of $20,700 in relocation benefits. Pursuant to Ms. Sosso's March 05, 2002, letter, the Carrier has, as of January of 2002, recollected $20,574.87. These deductions would leave a balance due of $125.13, and not $9,425.13 as contended by the Carrier, after January of 2002. Please provide this office with a current account balance for both Mr. Coats and Mr. Kerr.

It is the position of the Organization that both Mr. Coats and Mr. Kerr properly relocated to Kansas City in accordance with the "in lieu of" provisions of the Kansas City Hub Merger Implementing Agreement and, as such, would be entitled to the payment of reverse HAHT at Jefferson City as claimed **(See Side Letter No. 7 of the Kansas City Hub Merger Implementing Agreement)**. Ms. Sosso's argument that these claims for reverse HAHT should have been progressed to Mr. McBratney is a not so thinly veiled effort to engage in a "shell game" attempting to manufacture a procedural defect, when none exists.

Ms. Sosso's predecessor, Ms. Gansen, by letter dated August 15, 2000 **(Carrier File No. 110.61-20-326)(Provided for your ready reference as Attachment "2")**, advised that the claims filed to her by the undersigned dated August 10, 2000, had been denied confirming that the claims had been properly filed with her office and verifying that her office would handle the entire dispute of relocation allowance and reverse HAHT payments due to both Mr. Coats and Mr. Kerr.

In addition, General Director – Timekeeping Operations AA Zabawa advised by letter dated October 11, 2000 **(Provided for your ready reference as Attachment "3")**, that Ms. Sosso would handle this dispute. Still further, Mr. McBratney advised my representative, Mr. CR Brand, that Ms. Sosso's office would handle all claims for reverse HAHT filed by Mr. Kerr and/or Mr. Coats (Provided for your ready reference as **Attachment "4"**).

BB-3

Now, on March 05, 2002, and for the first time, Ms. Sosso takes the position that she is not the proper officer to handle the reverse HAHT claims associated with the relocation of Mr. Coats and Mr. Kerr to Kansas City from Jefferson City. In taking this new, frivolous position more than twenty (20) months after this dispute has been handled on the property, including many conferences, the Carrier is presenting an "eleventh-hour" bogus manufactured procedural argument completely devoid of merit that is symbolic of their "bad faith" dealings with the Organization related to these NYD claims.

All along the Carrier has contended that Engineer Coats and Kerr had not properly relocated to Kansas City based upon the fact that they had leased an apartment in Kansas City and still maintained an additional residence in the vicinity of Jefferson City. Other engineers who applied and received the relocation allowance, both before and after Engineer MO Coats and Engineer CW Kerr applied and received their relocation allowance, including, but not limited to, LD Molloy, DR Snyder, and JP Sevart, also lived in apartments in Kansas City. All of these individuals were paid the relocation allowance, and have continued to draw reverse HAHT at Jefferson City, suffering no recollection effort.

Further, the Carrier took the position that since Mr. Coats and Mr. Kerr still maintained a 573 area code for their telephone number, this proved they did not actually relocate to Kansas City. As you are well aware, without waiver of the fact that nothing precludes an individual from having a telephone number with a 573 area code, cellular telephones work nationwide. As such, these arguments are without substance.

The computer printouts provided in my January 12, 2002, letter to Ms. Sosso supports the position of the Organization that Mr. Coats and Mr. Kerr have been singled out and treated differently from other engineers in identical circumstances and, thus, have been subjected to disparate treatment.

In the Kansas City Hub Merger Implementing Agreement, the Parties negotiated an "in lieu of" relocation allowance for engineers desiring to relocate. These "in lieu of" relocation provision supersede the normal application of New York Dock conditions. So long as an engineer complied with the express conditions of the "in lieu of" conditions set forth in the Kansas City hub Merger Implementing Agreement, he/she is entitled to the specific payments set forth in the Agreement.

Any argument that Engineer Coats and Engineer Kerr did not properly relocate pursuant to the "in lieu of" conditions set forth in the Kansas City Hub Merger Implementing Agreement is completely unsupported by the evidentiary record as set forth in the on-property handling. Relocation to Kansas City entitles both Engineer Coats and Kerr to the payment of reverse HAHT at Jefferson City as contended in the original claim dated August 10, 2000.

After relocation, both Mr. Coats and Mr. Kerr changed their home addresses in the company computer to verify that they had relocated to Kansas City. For unknown reasons, the Carrier unilaterally returned both engineers to Jefferson City. After a period

BB-4

of time, due to the Carrier's recollection efforts, both engineers involuntarily returned to Jefferson City, without waiver of their positions that they had properly relocated to Kansas City in accordance with the Kansas City Hub Merger Implementing Agreement and entitled to the payment of the relocation allowance and related reverse HAHT at Jefferson City.

Based upon all of the above, including all correspondence generated by the Parties in the on-property handling, which is incorporated by reference into this letter as thought fully set forth herein, Engineer MO Coats and Engineer CW Kerr are entitled to the payment of the relocation allowance as set forth in the Kansas City Hub Merger Implementing Agreement, and all reverse HAHT at Jefferson City, as originally claimed by the Organization.

All positions taken and documents presented in the on-property handling are incorporated by reference into this letter as though fully set forth herein.

In view of the fact that Ms. Sosso has clearly declined the claims listed herein, the Organization requests that all claims for relocation allowances and reverse HAHT, where applicable, listed above be submitted to expedited New York Dock arbitration.

As has previously been advised, the Organization would be agreeable to John B. LaRocco as the New York Dock arbitrator.

Please advise.

Yours truly,

Charles Rightnowar
General Chairman
Union Pacific – Central Region

cc: DM Hahs, President, BLE
MO Coats, Engineer, BLE
CW Kerr, Engineer, BLE
Harold A Ross, General Counsel, BLE ID

BB-5

ATTACHMENT
"1"

BB-6

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68179

March 5, 2002
Files: 110.61-10 (326)
110.61-10 (326)
110.61-10 (326)

VIA FACSIMILE & Overnight Mail

MR C R RIGHTNOWAR
GENERAL CHAIRMAN BLE
320 BROOKES DR STE 115-118
HAZELWOOD MO 63042

RE: Relocations
Dear Sir:

This acknowledges receipt of your letter dated January 12, 2002, in this office on January 22, 2002, concerning our meetings to discuss your appeal of various relocation allowance applications.

Once again, you mischaracterize the Carrier's handling and representations in conference. You presented your position without providing the supporting documentation when we met on October 10, 2001, and again on December 7, 2001. On November 16, 2001, I advised I would review the Carrier's files. The positions you took during our meeting were not documented in all cases and requested further exchange of documentation the week of December 4, 2001, when you were in Omaha. You did not bring any files resulting in my December 28, 2001, letter.

Although we discussed potential settlement of several cases, I never made any representations that I agreed with your positions or that settlement offers would be forthcoming. I listened to your verbal representations and responded by reiterating the record as it stands was void of any information to warrant any further payment but I would take into consideration any supplemental documentation of your positions. Your procedural gyrations and misrepresentations are offensive and contrary to fostering open discussions in efforts to resolve disputes on the property. You continue to torpedo the Carrier's good faith efforts to bring all issues to the table for open discussion and possible resolution on the property.

The following are my comments based on my review of the records I received from your office on January 22, 2002.

SM Jungers (Attachment "11"). You failed to provide any documentation or information to support your position Mr. Jungers alleged relocation from Jefferson City to St. Louis was a result of the merger and not a seniority move. His permanent address on file with the Carrier is Jefferson City and he is working in the RE06 pool out of Jefferson City. Enclosed is a copy of the certified receipt signed by Mr. Jungers at his Jefferson City home. The lease agreement you provided with your letter dated January 12, 2002, is for one year commencing 10/23/00 and the deadline for applying for the relocation expired October 01, 2000. Therefore, the claim is denied.

DE Luadzers (Attachment "12"). Based on the additional documentation provided to you by Local Chairman A.L. Tinney and forwarded with your January 12, 2002, letter, including evidence

BB-7

of current residency in Blue Springs, Missouri. I am agreeable to payment of the $20,000. 00 relocation allowance without prejudice. Please sign the attached settlement letter and return a copy to this office for processing.

MA Katricka (Attachment "13"). No additional documentation to support the claim was provided. Conductor Katricka is working in St. Louis and resides in the St. Louis area. Nothing was provided to warrant a reversal of the Carrier's position her assignment to Dexter was not a result of the merger. See Carrier's prior correspondence and letter dated November 16, 2001. Claim denied.

SO Boykin (Attachment "14"). I take serious exception to your characterization of our discussions and there is no basis in fact for any of your allegations. Based on the documents you provided, neither Mr. Boykin nor Mr. Ivey are entitled to the relocation benefits. I will investigate recollection of the payment to Mr. Ivey.

MO Coats (Attachment "2") and CW Kerr (Attachment "3"). I previously provided the current accounting of the recollection of the relocation allowances paid to Mr. Coats and Mr. Kerr for their alleged relocation to Kansas City from Jefferson City, Missouri. I am not agreeable to any proposed settlement in view of the fact both Mr. Coats and Mr. Kerr failed to comply with the conditions of the Merger Implementing Agreement by actually relocating and remaining in Kansas City. Both employees reside at Jefferson City and hold Jefferson City pool turns. There is no agreement provision providing for payment of HAHT at the employee's home terminal. Moreover, these engineers received HAHT and lodging at Kansas City based on their residency in Jefferson City and assignment to Jefferson City in the pool turns. Nevertheless, you progressed time claims for HAHT at Jefferson City. Any claims associated with these bogus claims for HAHT are the proper subject for handling with Mr. McSratney in the usual manner pursuant to the System Agreement – Claims Handling Process.

The issue properly before me is the recollection of relocation payments paid in error to Mr. Coats and Mr. Kerr. These employees fraudulently submitted claims for payment in violation of the Agreement and NYD conditions. They are subject to dismissal for dishonesty. As stated in previous correspondence, there is nothing to preclude this office from notifying the Service Unit to pursue this course of action. However, former Director Andrea Gansen elected to pursue recollection of relocation allowances due to Mr. Coats' and Mr. Kerr's refusal to sign recollection agreements. Moreover, you wrote to Assistant Director TM Stone on June 15, 2000, endorsing discipline as a proper method to handle such disputes. (copy attached). You claim disparate treatment citing the names of several employees who allegedly received relocation allowances under similar circumstances. You failed to provide any factual information regarding these allegations. You provided nothing in your January 12, 2002, Attachments 4-10, to support your position. I will advise the auditors to investigate the improper payment to the employees identified. The computer printouts you provided are meaningless. Finally, you provided no information warranting a change in the Carrier's position set forth in writing to your office prior to the time I replaced Ms. Gansen. Accordingly, all claims are denied.

Sincere regards,

Catherine Sosso

Catherine Sosso
Director Labor Relations

Attachments

Copy to: Rock
McSratney
Ahart

868

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68179

December 28, 2001
Files: 110.61-21-326
110.61-20-326
360-7

MR C R RIGHTNOWAR
GENERAL CHAIRMAN BLE
320 BROOKES DR STE 115-118
HAZELWOOD MO 63042

RE: Relocation Claims

Dear Sir:

This refers to my letter dated November 16, 2001, and our discussion in my office on Friday, December 7, 2001, concerning the handling of the relocation disputes. On both occasions you did not come prepared with the your files and documentation concerning these claims. In order to fully address the issues associated with the Claimants you have identified, I asked you to provide copies of the documents you are relying on in support of your claims so I may fully respond to your requests for payment.

This request is to ensure we have complete exchange of information so I can make informed decisions regarding any potential on property resolution of these claims prior to proceeding to party-pay New York Dock arbitration. Once I receive this information, I will promptly respond in writing.

To date, I have not received any of the requested information. I do not consider these cases ripe for arbitration until we conclude the on property handling by fully documenting our respective positions.

As I advised, once we conclude the on property handling, I have committed to scheduling arbitration of any outstanding claims as expeditiously as possible.

Sincere regards,

Catherine Sosso
Director Labor Relations

BB-9

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68179

November 16, 2001
Files: 110.61-21-326
110.61-20-326
360-7

VIA U.S. Mail

MR C R RIGHTNOWAR
GENERAL CHAIRMAN BLE
320 BROOKES DR STE 115-118
HAZELWOOD MO 63042

Dear Sir:

This refers to our meeting in St. Louis on October 16, 2001, regarding applications for in lieu of relocation under various Hub agreements. The following is a recap of our discussions:

- J.P. Sevart – I provided documentation of payment for your information.
- D.E. Laudzers – You are to provide additional documentation as proof of his actual relocation to Kansas City during the hold down period for my further review.
- M.A. Katricia – This claim was originally filed by former General Chairman Thompson and subsequently appealed by UTU General Chairman Karstetter. Former Director Gansen requested additional documentation – none was forthcoming and the claim was denied
- S.O. Boykin – I am reviewing your position and will respond by December 15.
- S. M. Jungers – You are to provide documentation of home ownership/sale and proof of actual relocation to St. Louis during the two year hold down.
- T.E. Little – The Carrier will allow $10,000 without prejudice to it's position. Payment will be forthcoming.
- T.R. Brumme – Carrier records indicate he is living in Bloomington and has not relocated to Villa Grove.
- T.E. Bryan — The Parties have closed their files on this matter.
- M.O. Coats and C.W. Kerr – I advised I will review your position and respond in writing by December 15.

We discussed scheduling another meeting to review the open items listed. I suggest we jointly review any additional documentation when you are in Omaha for Section 6 meetings the week of December 4.

You also listed the names of several employees requesting adjustment of their TPAson your request for conference. I advised Director Protection, Marilyn Ahart, is the Carrier Officer responsible for grievances related to payment and computation of TPAs. Please contact her office to progress any such claims.

Sincere regards,

Catherine Sosso

Catherine Sosso
Director Labor Relations

BB-10

RECOVERY	7/16/0			Under:	COATS
R/682					
		RELO		PROT. PYMNT	
NAME	SSN	RCVD.	MO/YR	DEDUCTED	BAL. DUE
COATS, M.O.	490-56-9764	$30,000.00	Jun-00	$1,754.60	$28,245.40
			Jul-00	$509.11	$27,736.29
			Aug-00	$2,225.59	$25,510.70
			Sep-00	$1,581.80	$23,928.90
			Oct-00	$1,060.58	$22,868.32
			Nov-00	$905.67	$21,962.65
			Dec-00	$983.28	$20,979.37
			Jan-01	$901.67	$20,077.70
			Feb-01	$2,494.60	$17,583.10
			Mar-01	$782.74	$16,300.36
			Apr-01	$837.63	$15,962.73
			May-01	$34.35	$15,928.38
			Jun-01	$1,493.58	$14,434.80
			Jul-01	NONE	$14,434.80
			Aug-01	$752.67	$13,682.13
			Sep-01	$237.03	$13,445.10
			Oct-01	$1,011.97	$12,433.13
			Nov-01	$746.46	$11,686.67
			Dec-01	$1,038.55	$10,648.12
			Jan-02	$1,222.99	$9,425.13
				$20,574.87	

BB-11

RECOVERY	7/15/0			Under:	KERR CW
R/682					
		RELO		PROT. PYMNT	
NAME	SSN	RCVD.	MO/YR	DEDUCTED	BAL. DUE
C. W. KERR	499-44-8247	$20,000.00	Jul-01	NONE	$20,000.00
			Aug-01	$61.64	$19,938.36
			Sep-01	$-	$19,938.36
			Oct-01	$-	$19,938.36
			Nov-01	$-	$19,938.36
			Dec-01	$458.16	$19,480.20
			Jan-02	$-	$19,480.20
			Feb-02		
			Mar-02		
			Apr-02		
			May-02		
			Jun-02		
			Jul-02		

BB-12

Brotherhood of Locomotive Engineers
General Committee of Adjustment
Union Pacific Railroad Eastern Region
320 Brookes Dr., Suite 115 • Hazelwood, MO 63042 • (314) 895-5858 • Fax (314) 895-0104

SCANNED
RECD JUN 19 2000
Labor Relations
C.R. Righthouse GENERAL CHAIRMAN
D.M. Thurston VICE-CHAIRMAN
C.R. Brand SECRETARY-TREASURER

122734
122734

June 15, 2000

CERTIFIED MAIL 7099 3400 0003 2972 2473
RETURN RECEIPT REQUESTED

Mr. Terry Stone
Assistant Director-Labor Relations
Union Pacific Railroad Company
1416 Dodge Street, Room #332
Omaha, Nebraska 68179-0323

RE: Discipline Appeal
Engineer: James R. Coleman
Discipline Notice No. 00LK040

Dear Sir:

This to appeal the decision of Superintendent Jerry Everett to assess permanent discharge against Engineer James R. Coleman (SS#432-90-2419), pursuant to Discipline Notice 00LK040, dated April 21, 2000, requesting immediate reinstatement, claiming full back pay (including time attending investigation), fringe benefits, vacation and seniority rights unimpaired, and the clearing of this notation of discipline from Engineer Coleman's record.

The Carrier's assessment of discipline is procedurally flawed in the failure to date the completion of the transcript within the Transcribers Certification; precedential, on-property Awards have held that it is improper to assess discipline prior to the completion of the transcript; by the deletion of the completion date from this transcript, the Carrier is concealing evidence that the decision to discipline the Claimant was made prior to the completion of the transcript. Concealment of material, relevant facts, related to procedural objections, does not prevent application of these facts by presumption. It is the Carrier's burden to show when the transcript was completed (as this information is exclusively within its control), and a failure to provide this information, raises the presumption against the Carrier.

BB-13

Manager of Train Operations, David Lancaster, testified that Superintendent Jerry Everett was involved in both the pre-investigation and decision to charge Engineer Coleman (Tr. at pp. 12, 16); as such, Superintendent Everett prejudged the guilt of Engineer Coleman, and improperly assessed the discipline of Level 5-permanent discharge. It is a practice on this property, to insure fairness and impartiality, that a Superintendent who was not involved in the pre-investigation and decision to charge an employee, be assigned to make a careful review of the record, and assess discipline, if just cause exists. Mr. Everett's "behind the scene" actions, prejudging the guilt of Engineer Coleman, deprives Engineer Coleman of any fairness or impartiality.

Engineer Coleman, a twenty-seven year employee (Tr. at pp. 7, 10), with an "excellent" record (Tr. at p. 31), did not intentionally falsify any documents; he clearly testified that it was his "understanding" that one switching move requires payment of a minimum of one hour arbitrary payment (Tr. at p. 79). The auditor, an employee with less than two years experience, interjected evidence unrelated to terminal switching, supplying data as to terminal delay times, outside the scope of the Notice of Charges (Tr. at pp. 22, 37), admitted that he only had a "general understanding" of the Collective Bargaining Agreement provisions as to terminal switching (Tr. at 46, 56), did not know the geographical terminal switching limits (Tr. at p. 50), and used "approximated," and "estimated" times to construct his evidence (Tr. at pp. 54, 55).

The Carrier, if it disagreed, *could decline* the claim submitted by Engineer Coleman, wherein the undersigned could appeal for payment through the normal time claim procedures. This was done as to the brakeman, Matthew Hare (Tr. at p. 41; see also, last entry, investigation Transcript Exhibit "D"), and could have just as easily been done as to Engineer Coleman's time claim. Moreover, it is disparate treatment to decline one employee's claim, and permanently discharge another employee *on the same crew* for his claim.

Were this not enough, Engineer Coleman *was never paid* for the terminal switching claim for which the Carrier has now permanently discharged him.

It is shocking that the Carrier has discharged a twenty-seven year employee with an excellent record over a *disputed* claim of $31.11 (Tr. at p. 27), for which he was never paid, and which could have easily been declined. Instead of watching the crew, why didn't the auditors and/or MTO Lancaster *talk* to the crew, to clear up any misunderstandings, and to permit any disputed claims to be handled through the normal time claim procedures?

The disparate treatment accorded Engineer Coleman is further heightened by the fact that various Engineers have been accused (but not charged) with allegedly falsifying claims for lump sum allowances, where the Carrier instead of charging these employees, holding investigations, and disciplining these employees, *has offered* to allow these employees to repay the full amount of the lump sum allowances, either in one payment, or by payroll deduction either in a twelve month, eighteen month, or twenty-four month method (see Carrier file 110.61-21.326, involving Engineers T. E. Bryan, M. O. Coats, C.

BB-14

W. Kerr, and B. W. Kopaskey). These Engineers are accused of allegedly taking relocation lump sum payments of $20,000 to $30,000, *far more than the $31.11 for which the Carrier has permanently discharged a twenty-seven year excellent employee, who, in fact, never received the $31.11.*

Please forward all records contained in Carrier file 110.61-21.326 involving the above named Engineers and any other employees contained in said file; further, I have been advised that the reverse held-away-from-home allowances paid these Engineers have been "forgiven" as to each, and I hereby request the total amounts "forgiven" as to each of these employees.

Please advise.

Sincerely,

Charles R. Rightnowar

BB-15

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Mr. S.M. Jungers
2418 Colonial Hills Rd
Jefferson City, MO
65109

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) B. Date of Delivery
NOV 2 4 2001

C. Signature
X S.M. Jungers ☐ Agent ☐ Addressee

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Copy from service label)
700 0600 0026 7174 6716

PS Form 3811, July 1999 Domestic Return Receipt 102595-00-M-0952

BB-12

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68179

March 5, 2002
Files: 110.61-20 (326)

VIA FACSIMILE & U.S. Mail

MR C R RIGHTNOWAR
GENERAL CHAIRMAN BLE
320 BROOKES DR STE 115-118
HAZELWOOD MO 63042

RE: Relocation Allowance DE Luadzers

Dear Sir:

This refers to discussions concerning the relocation application of former Ft. Madison Engineer D.E. Luadzers. I take exception to the representations made in your letter dated January 12, 2002, received in this office on January 22, 2002, concerning previous handling in conference.

However, now that you have provided this office with the documentation to support your position and I have had an opportunity to review these documents, in particular the correspondence to your office from Local Chairman A.L. Tinney, I am agreeable to allowing payment without prejudice.

Please acknowledge your agreement by signing below and returning an original to this office no later than April 1, 2002, and I will authorize payment of the $20,000.00 relocation allowance and advise your office when payment has been processed. The deadline for eligibility for the $10,000.00 Option 3 sale of home remains be based on the five years from the date of the original application.

Sincere regards,

Catherine Sosso

Catherine Sosso
Director Labor Relations

AGREED:

_____
Charles Rightnowar
BLE General Chairman

BB-17

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68179

March 5, 2002
Files: 110.61-20 (328)

VIA FACSIMILE & U.S. Mail

MR C R RIGHTNOWAR
GENERAL CHAIRMAN BLE
320 BROOKES DR STE 115-118
HAZELWOOD MO 63042

RE: Relocation Allowance DE Luadzers

Dear Sir:

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Please acknowledge your agreement by signing below and returning an original to this office no later than April 1, 2002, and I will authorize payment of the $20,000.00 relocation allowance and advise your office when payment has been processed. The deadline for eligibility for the $10,000.00 Option 3 sale of home remains be based on the five years from the date of the original application.

Sincere regards,

Catherine Sosso

Catherine Sosso
Director Labor Relations

AGREED:

_____
Charles Rightnowar
BLE General Chairman

BB-18

UNION PACIFIC RAILROAD COMPANY

FACSIMILE TRANSMISSION

March 5, 2002

DELIVER TO:	CRR	***FROM:***	Catherine Sosso
CO.: / DEPT.:	BLE 0104		Labor Relations
FAX:	~~***314/895-5858***~~	***PHONE:***	402/271-6607

PAGES TRANSMITTED: 11 plus cover sheet

COMMENTS: Original in mail

Transmitting From

Fax No. 402/271-4474

IF YOU DO NOT RECEIVE ALL PAGES
CALL AS SOON AS POSSIBLE
402/271-6607

This facsimile message may be a privileged and confidential communication and is intended for the use of the person to whom it was sent. If you have received this message in error, please notify us immediately. This message should not be disseminated or copied if you are not the intended recipient, but should be destroyed. THANK YOU.

BB-19

ATTACHMENT
"2"

BB-20

ION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA NEBRASKA 68179

August 15, 2000

110.61-20-326

Mr. C. R. Rightnowar
General Chairman BLE
320 Brookes Dr. Suite 115
Hazelwood, MO 63042

Dear Sir:

This letter refers to your letter dated August 10, 2000, regarding the Carrier's action to recollect the relocation allowance paid to Mr. M. O. Coats, as he failed to relocate pursuant to the agreement.

I have enclosed a copy of Mr. Coats letter for your review. While you state that only the General Chairman has authority to interpret the Collective Bargaining Agreement, you should recognize that this is an issue governed by the New York Dock Conditions. As such, an employee is certainly able to pursue his personal claims under New York Dock.

Furthermore, I cannot accept your conclusion that, since Mr. Coats has accepted the relocation allowance, his primary residence is now Kansas City. All other factors (mailing address, phone numbers, etc.) indicate that his primary residence is in New Bloomfield, not Kansas City. I agree that there is no prohibition against an employee having a place to stay at his away from home terminal, however, Mr. Coats instead has merely "a place to stay" at Kansas City, with his primary residence in New Bloomfield. Such a situation does not fall within the parameters of relocating under the hub agreement.

Your claim on behalf of M. O. Coats for "any monies improperly recouped from his relocation allowance, and for any monies improperly withheld from reverse held away from home terminal arbitrary payments due" is denied. Mr. Coats receives held away from home terminal at his *de facto* away from home terminal at Kansas City. The Carrier will not pay held away at Mr. Coats' *de facto* home terminal of Jefferson City. Furthermore, as I copy you on any correspondence dealing with relocation recollection on your territory, you are aware of any other engineers in the same circumstance as Mr. Coats.

Finally, your 'verbal notice' that the Carrier has waived its right to discipline has no binding effect on the Carrier. At such time as the Carrier forwards notice to the 'appropriate company officer' that the action to recollect

BB-21

the relocation money needs to be taken at the service unit level, then disciplinary action may be deemed warranted and timely. First Division Award 24851 does not have application in the case of Mr. Coats, as the facts of the two situations are not remotely similar.

In closing, when you review Mr. Coats letter, you will notice that Mr. Coats has requested to handle this matter on his own behalf. Please advise.

Sincerely,

Andrea Gansen
Director Labor Relations

Copy to: W. S. Hinckley

BB-22

ATTACHMENT
"3"

BB-23

TONY ZABAWA
General Director-
Timekeeping Operations

UNION PACIFIC RAILROAD COMPANY

1815 Capitol Avenue
Omaha, Nebraska 68102
Phone (402) 997-2000
Fax (402) 997-2365

October 11, 2000

Mr. Charles R. Rightnowar
General Chairman, BLE
320 Brookes Dr., Suite 115
Hazelwood, MO 63042

Dear Mr. Rightnowar:

This refers to your letter dated August 18, 2000, concerning held away from home terminal time and relocation allowances claimed for Zone 3 Kansas City Hub Engineers listed in your letter.

Currently Engineers L.D. Molloy, D. R. Snyder and A. L. Chachere are assigned to Kansas City turns and are receiving held away from home terminal time at Jefferson City. Engineers M. O. Coats and C. W. Kerr are assigned to Jefferson City turns and are receiving held away from home terminal time at Kansas City per instructions from Labor Relations dated June 02, 2000. They are currently not entitled to held away time at other locations and any claims for normal or reverse held away addressed in your letter for these individuals is declined.

All claims for relocation allowances are handled directly through the office of Labor Relations and those claims addressed in your letter are declined. Any future questions concerning this subject should be addressed directly to Catherine Sosso, Director Labor Relations.

Based on the above, any claim mentioned in your letter dated August 18, 2000, must be respectfully declined.

Sincerely,

Tony Zabawa

Tony Zabawa
General Director Timekeeping

Cc: Catherine Sosso – Director Labor Relations
Michael Stom – Director Timekeeping

BB-24

ATTACHMENT
"4"

BB-25

BROTHERHOOD OF LOCOMOTIVE ENGINEERS
GENERAL COMMITTEE OF ADJUSTMENT
UNION PACIFIC RAILROAD - CENTRAL REGION
CHARLES R. BRAND, SECRETARY - TREASURER
P. O. BOX 486, OSAWATOMIE, KANSAS 66064 913-256-6452 FAX 913-755-6929

July 17, 2001

TO: Ken McBratney
AD UPRR Labor Relations

RE: Claims Conference July 10 thru July 17, 2001 via phone

It is the position of the Organization that al penalty payments are to be paid in addition to other earnings and not to be offset by guarantee or protection paymnets.

The Organization requested that the various issues listed below be held-in-abeyance until cases listed with First Division are heard. The outcome of these cases will rise or fall with the decision of the First Division. Both parties have submitted written positions on these various issues. Without waiver of cases already pending at First Division an additional pilot claim could be selected with time limits for all other claims of the same issues be held-in-abeyance.

HIB cases requested:	Correct N. Pool Mileage NLR	1239407 etal
	4 Mile claims Biddle to White Bluff	1242299 etal
	2' Transport Time NLR	1238694 etal
	DH/Sep. Apart NLR	1238689 etal
	Short Crew Allowance	1242312 etal
	Switching Dow Chemical	1242412 etal
	Gads Hill	1242425 etal
	Perform Service White Bluff	1242309 etal

Position papers to follow on: Chester Local miles - 1242830
Initial Terminal Switching - 1242831
Yard Service - 1243098 etal

CW Kerr Reverse HHAT 1235462 etal is issue to be handled by Catherine Sasso's office.

Sincerely,

Charles R. Brand

Charles R. Brand

BB-26

Master Fish –

July 9, 2001 phone conference w/ Ken Bradley – C R Brand

BB-27

Time Claim Conference Docket

June 29, 2001

L/R FILE NO.	CLAIMANT	CASE TYPE	LOCAL CHAIRMAN	STATUS
1232752	C. O. Grooms	Mishandled By CMS	H. D. Downing	Pd. 12933⅔ to settle
1235373	D. W. Grimes	Mileage Regulation Vio.	G. B. Rice	H1B
1235374	D. W. Grimes	Mileage Regulation Vio.	G. B. Rice	H1B pending mediation
1235462	C. W. Kerr	HAHT	H. D. Downing	Issue listed w/ Sasso for mediation and arbitration.
1235463	C. W. Kerr	HAHT	H. D. Downing	
1235464	C. W. Kerr	HAHT	H. D. Downing	
1235465	C. W. Kerr	HAHT	H. D. Downing	
1235480	K. B. Lee	Perform 3rd DH	H. E. Porter	W/D 74. Madison not included in 3rd DH
1236878	R. G. Emerson	In Lieu Of Lodging	G. B. Rice	Pd $2.00
1236879	R. G. Emerson	In Lieu Of Lodging	G. B. Rice	Pd $2.00
1236880	R. G. Emerson	In Lieu Of Lodging	G. B. Rice	Pd $2.00
1236881	R. G. Emerson	DH	G. B. Rice	Pd $2.00
1236882	R. G. Emerson	Mishandled	G. B. Rice	W/D Was not 1st on list Van Split Was pair. 1' @ OT rate to DH 30 miles.
1236883	M. S. Frey	Mishandled	G. B. Rice	Pd 77.56 to settle
1236884	M. S. Frey	Inaccurate AVR	G. B. Rice	Pd ~~$77.56~~ to settle $77.07
1236885	M. S. Frey	Inaccurate AVR	G. B. Rice	~~W/D~~ W/D during moratorium
1236886	M. S. Frey	FTD	G. B. Rice	W/D during moratorium
1236887	D. E. Engle	Overtime	G. B. Rice	Decl. FTD Seasonal begin @ 0009 last @ Valley Jct 0001
1236888	D. E. Engle	Eating	G. B. Rice	Pd. $140.09 to settle
1236890	D. E. Engle		G. B. Rice	

Exhibit
CC

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68179

April 9, 2002

MR C R RIGHTNOWAR
GENERAL CHAIRMAN BLE
320 BROOKES DR STE 115-118
HAZELWOOD MO 63042

Dear Sir:

This is in reference to your letter of April 2, 2002, concerning relocation allowance and associated claims for reverse HAHT.

I am currently reviewing the files associated with the various relocation disputes. This is somewhat of a time-consuming process due to the volume of paper involved. After my review of the necessary documents pertaining to those issues involving New York Dock, an agreement will be prepared and forwarded to your office.

This letter will also serve to advise you that the Carrier is not agreeable to John B. LaRocco as the New York Dock arbitrator.

If you have any questions, please feel free to contact me.

Yours truly,

R D ROCK
DIRECTOR – LABOR RELATIONS

G:\LABOR\OPS\WPCDOCS\c040902a rdr doc (1)

CC-1

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68179

April 12, 2002

MR C R RIGHTNOWAR
GENERAL CHAIRMAN BLE
320 BROOKES DR STE 115-118
HAZELWOOD MO 63042

Dear Sir:

This is in reference to my letter of April 9, 2002, concerning relocation allowances for M. A. Katricka, S. O. Boykin, M. O. Coats, and C. W. Kerr.

The files associated with the various relocation requests have been reviewed. All four (4) disputes mentioned above involve *"in-lieu-of"* allowances for alleged relocations. The respective agreements have been reviewed and it is obvious that these requests are not New York Dock related.

The language in each of the respective agreements reads as follows:

"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:..."

Based on the clear language of the Agreement, the Claimants forfeited the provisions of New York Dock when they requested the *"in-lieu-of"* allowance.

The Claimants did not request relocation under the provision of New York Dock. Instead, the Claimants requested an *"in-lieu-of"* allowance. Since the Claimants rejected New York Dock, it cannot now be argued that New York Dock arbitration applies.

The claims for Messrs. Katricka, Boykin, Coats, and Kerr are merely Section 3 claims under the provisions of the Railway Labor Act. Therefore, the Carrier is not agreeable to New York Dock arbitration. If the Organization wishes to pursue these claims, it should submit them to the First Division of the National Railroad Adjustment Board for final adjudication.

Furthermore, the claims are procedurally defective since they have not been handled in accordance with the System Agreement – Claim Handling Process.

Yours truly,

R D Rock

R D ROCK
DIRECTOR – LABOR RELATIONS

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CC-2

Exhibit
DD

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68179

July 8, 2002

(SUBMISSION VIA FACSIMILE
TO NATIONAL MEDIATION BOARD
(202) 692-5086)

MR ROLAND WATKINS
DIR OF ARB SVCS
NATIONAL MEDIATION BOARD
1031 "K" ST NW STE 250 EAST
WASHINGTON DC 20572

Dear Sir:

This is in reference to your letter of June 24, 2002, concerning the request for the National Mediation Board to provide a list of arbitrators for alleged New York Dock protective conditions.

Without waiving the Carrier's position that these issues are not New York Dock related and the fact the National Mediation Board exceeded its authority, including Section 11, Appendix III, the parties have agreed to the selection of Mr. John B. LaRocco.

Yours truly,

R D ROCK
DIRECTOR – LABOR RELATIONS

CC: C. R. Rightnowar

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DD-1

Exhibit
EE

REVERSE LODGING BENEFITS NOT PAID FOR C.W. KERR YEAR 2000

DATE	SLIP#	ALLOW	HRS	MINS	
6/21/00	621		16		16
6/25/01	625		7		40
6/27/01	627		11		10
6/30/01	630		17		11
7/5/00	705		29		16
7/7/00	707		14		41
7/10/00	710		12		45
7/12/00	712		17		10
7/15/00	715		8		45
7/17/00	717		18		18
7/20/00	720		9		20
7/24/00	724		13		55
8/3/00	803		6		20
8/5/00	805		5		40
8/7/00	807		1		
8/10/00	810		14		
8/18/00	818		20		35
8/19/00	819		11		5
8/21/00	821		13		49
8/24/00	824		15		25
8/26/00	826		9		15
8/29/00	829		12		50
8/31/00	831		3		
9/27/00	927		8		50
9/29/00	929		4		10
10/2/00	1002		15		11
10/4/00	1004		20		
10/7/00	1007		17		30
10/9/00	1009		8		
10/11/00	1012		5		35
10/19/00	1019		14		35
10/22/00	1022		12		15
10/24/00	1024		13		28
11/1/00	1101		18		35
11/3/00	1103		19		50
11/6/00	1106		17		20
11/8/00	1108		10		50
11/13/00	1113		22		25
11/16/00	1116		20		35
11/18/00	1118		3		
11/21/00	1121		19		50
11/23/00	1123		5		35
11/26/00	1126		16		15
11/28/00	1128		11		40
11/30/00	1130		11		45
12/3/00	1203		11		10
12/5/00	1205		18		25
12/8/00	1208		14		5
12/15/00	1215		10		
12/18/00	1218		11		50
12/21/00	1221		12		10
12/28/00	1228		1		50
			666		10

EE-1

TOTAL

REVERSE LODGING BENEFITS FOR C.W. KERR NOT PAID YR 2001

DATE	SLIP#	ALLOW	HRS	MINS
1/1/01	101		35	5
1/4/01	104		24	10
1/6/01	106		8	
1/8/01	108		9	5
1/11/01	111		17	20
1/18/01	118		13	
1/21/01	121		13	50
1/23/01	123		10	20
1/26/01	26		13	20
1/28/01	27		18	40
1/31/01	131		12	50
2/2/01	203		7	10
2/6/01	135		12	30
2/5/01	205		24	45
2/10/01	210		21	50
2/13/01	213		23	25
2/16/01	216		17	5
2/18/01	218		11	15
2/21/01	221		15	30
2/23/01	223		16	30
2/26/01	226		16	45
2/28/01	228		18	15
3/2/01	302		11	45
3/5/01	305		16	20
3/8/01	308		20	45
3/10/01	310		12	
3/12/01	312		23	15
3/15/01	315		5	55
3/21/01	322		14	
3/24/01	324		9	5
3/27/01	327		12	10
3/29/01	329		11	10
4/2/01	402		4	40
4/10/01	410		11	15
4/13/01	413		23	11
5/3/01	503		10	20
5/5/01	505		16	20
5/8/01	508		11	
5/10/01	510		1	30
5/12/01	512		3	15
5/15/01	515		3	56
5/21/01	521		7	20
6/1/01	601		28	25
6/3/01	603		2	30
6/5/01	606		13	
6/9/01	609		39	15
0-6/12/01	612		13	7
6/21/01	621		13	25
6/23/01	624		2	50
6/26/01	626		4	50
6/30/01	630			50

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7/2/01	702	8	30
7/11/01	711	20	
7/16/01	716	20	40
7/17/01	717	1	25
7/20/01	720	17	30
7/22/01	722	7	55
7/30/01	730	10	45
8/1/01	801	24	
8/4/01	804	15	25
8/6/01	806	11	
8/9/01	809	16	35
8/12/01	812	17	5
8/14/01	814	11	40
8/17/01	817	10	10
8/19/01	819	2	10
8/20/01	821	22	50
8/23/01	823	5	40
8/27/01	827	53	23
9/19/01	919	16	45
9/21/01	921	1	25
9/29/01	929	4	20
10/2/01	1002	13	20
10/4/01	1004	19	25
10/7/01	1007	19	
10/9/01	109	16	40
10/12/01	112	16	55
10/15/01	1015	12	5
10/17/01	1017	6	55
10/20/01	1020	5	40
10/21/01	1021		35
10/24/01	1024	15	15
TOTALS FOR 2001 AS OF 10/24/01		1132	57

$ [illegible] For 2001

10-26-01	1026	6	45
10-29-01	1029	8	40
10-31-01	1031	6	55
		22	20

TOTAL For 2001
AS OF 10-31-01

1155 17

EE-3

23013.24 For 2001

$36283.23

Exhibit
FF

Award No. 6334
Docket No. 5559

NATIONAL RAILROAD ADJUSTMENT BOARD

FIRST DIVISION

The First Division consisted of the regular members and in addition Referee Howard A. Johnson when award was rendered.

PARTIES TO DISPUTE:

ORDER OF RAILWAY CONDUCTORS

BROTHERHOOD OF RAILROAD TRAINMEN

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

(Lines West of Mobridge)

STATEMENT OF CLAIM: Order of Railway Conductors and Brotherhood of Railroad Trainmen claim one conductor, baggageman, and brakeman should be reimbursed for monetary loss resulting from passenger train discontinued on the Metaline Falls Line effective November 29, 1930, until restored February 16, 1937.

JOINT STATEMENT OF FACTS: National Railroad Adjustment Board, First Division, Award No. 1659 sustains

> "Protest of conductors and trainmen account cancelling the passenger assignment between Spokane and Metaline Falls, effective November 29, 1930."

without prejudice to rules involved.

The Organizations and the carrier request the privilege of oral and other proper presentation at time hearing is held.

POSITION OF EMPLOYES: Following cancellation of this assignment Conductor L. F. Graham presented claim for time lost and the claim was properly handled, being presented to the General Manager by the General Chairman of the O. R. C. in the following language; dated March 23, 1931:

> This will present claim of Conductor L. F. Graham, Idaho Division, for the mileage of his assignment on November 30, December 2, 4, and 6th, 1930, and all subsequent dates, claim based on Rule 1-b, and 2-b, Article 1.

There was never any question in the minds of the Chairman but what the Carrier would allow the time as claimed if the protest was sustained and, inasmuch as, by an agreement between the Carrier and the Committees when one member of a crew makes claim which is allowed all members are given the same consideration.

The Organizations held that the Carrier should reimburse all men for monetary losses suffered because of the cancellation of this assignment.

FF-1

POSITION OF CARRIER: Compliance with Award No. 1659 on the part of the carrier was effected February 15, 1937, by restoring passenger assignment in effect prior to November 29, 1930.

General Chairman Robison of the Order of Railway Conductors under date of January 25, 1937, and General Chairman Borden of the Brotherhood of Railroad Trainmen under date of January 29, 1937, referred to Award No. 1659 of the National Railroad Adjustment Board, and in Chairman Robison's letter he requested that the claim of Conductor L. F. Graham, as set forth in the Position of the Committee, be adjusted. In Chairman Borden's letter, he requested proper adjustment. Reply was made that the Award sustained the protest but that there was nothing in either the Statement of Facts or the Award that would involve money payments.

The conductors and trainmen referred to by the Committee are not entitled to the money payments claimed for the reasons:

(1) The question presented by this submission was raised in the submission heretofore filed by the Committee in Docket 1901 as shown by their statement, that part reading:

"in view of which the protest and time claimed is justified"

Award No. 1659, Docket No. 1901, does not contain a money award, and it is clear, therefore, that the question of payment was decided adversely to the employes.

The filing of the present submission is an attempt to reopen the case settled by the entry of the prior award. Section 3 (m) of the Railway Labor Act provides that—

"awards shall be final and binding upon both parties to the dispute, except insofar as they shall contain a money award."

This language of the Act is meaningless if parties are allowed to divide each case into as many parts as suits their convenience and accept awards only so far as they are favorable.

There is neither reason nor justice in a rule which permits a party to divide a question into as many parts as suits his convenience without regard to the convenience, hardship, or expense of his opponent.

(2) The carrier made Award No. 1659 effective by restoring the same number of conductors and trainmen as were employed on the Spokane-Metaline Falls passenger assignment prior to November 29, 1930. In the absence of a money award, the question decided was of importance to the two organizations of the employes, but sustained the carrier insofar as retroactive money payments were involved.

(3) The carrier holds that failure on the part of the organizations to obtain recognition of that part of their claim submitted by the Committee involving money payment in Award 1659 precludes opportunity of securing a reopening of Award 1659 (Docket 1901).

FINDINGS: The First Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employe or employes involved in this dispute are respectively carrier and employe within the meaning of the Railway Labor Act, as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

The parties to said dispute waived hearing thereon.

FF-2

This claim, Docket No. 5559, results from the same controversy and involves the same persons as the protest made in Docket No. 1901, Award No. 1659.

With reference to Award No. 1659 this Division has stated:

> "In reaching its award the Division, under the protest cited was not called upon to consider whether or not the protesting conductors and trainmen had been damaged in a monetary sense, and only passed upon the protest cited."

The question is whether the same controversy may be brought to this Division piecemeal, a practice which would seem not to be contemplated by the provision of Section 3 (m) of the Railway Labor Act, and which is neither fair to the parties nor proper practice if the Division is to function efficiently.

Heretofore this Division has not adopted a definite rule as to the divisibility or indivisibility of a controversy by the initial submission of a protest and by a later claim for monetary compensation for the persons directly involved in the protest. For instance, in Award No. 1956, Docket No. 1209, this Division, without a referee, denied a money claim because "The controversy that formed a basis of this claim was disposed of by this Division's Award No. 52"; while in Award No. 5837, with a referee, expressly invited subsequent money claims by sustaining the protest "without prejudice to subsequent handling of claims for compensation subject to proper deductions of earnings received from the carrier."

This Division hereby definitely adopts the rule that controversies are not divisible and may not be brought to it separately as protest and as claim for compensation.

However, in view of the prior lack of a definite rule to that effect and since the record of Docket 1901 shows some reference in the statement of Position of Committee to "time claimed," though no such claim was included with the protest, the Division considers that the application of the rule to the present claim would be unduly harsh and prefers merely to announce it for application to claims hereafter finally submitted for decision.

The evidence of record warrants an affirmative award.

AWARD

Claim sustained for compensation, subject to proper deductions of earnings received from the carrier.

BY ORDER OF FIRST DIVISION
NATIONAL RAILROAD ADJUSTMENT BOARD

ATTEST: (Sgd.) T. S. McFarland
Secretary

Dated at Chicago, Illinois, this 13th day of January, 1942.

FF-3

Exhibit
GG

Docket No. _____
Case No. 00-1-2209

Before The

NATIONAL RAILROAD ADJUSTMENT BOARD

FIRST DIVISION

******

IN THE MATTER OF

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

VS.

UNION PACIFIC RAILROAD COMPANY

*****

CARRIER'S SUBMISSION
RESPONDING TO NOTICE OF
EX PARTE SUBMISSION

*****

STATEMENT OF CLAIM:

The claim, as described by the Petitioner, reads as follows:

"Claim of former SSW engineer D. E. Thompson for the "in lieu of" relocation allowance as provided for in Article VII of the St. Louis Hub Agreement."

The foregoing statement of claim is quoted from a letter dated August 30, 2000 from Mr. D. E. Thompson, a former SSW engineer, to Arbitration Assistant Linda Woods of the National Railroad Adjustment board, advising of intention to file an ex parte submission in the above-quoted claim.[1] It is used in this submission solely for identification purposes and its quotation does not constitute an adoption thereof by the Union Pacific Railroad Company.

[1] The Organization's letter docketing this claim to the NRAB First Division is included as Carrier's Exhibit A.

GG-1

The Union Pacific Railroad Company, hereinafter referred to as the 'Carrier' has not been furnished an advance copy of the Petitioner's Ex Parte Submission. In response to notice from the Executive Secretary of the First Division, NRAB, of a declaration by the claimant to file an ex parte submission in the above-quoted claim and requesting that the Carrier file its response thereto, the Carrier respectfully submits the following setting forth the facts involved as well as the Carrier's position in these disputes.

CARRIER'S STATEMENT OF FACTS:

In 1996 the STB approved the merger between the SP/UP railroads. The Union Pacific served a Section Four notice in accordance with New York Dock conditions as required by the STB upon the Brotherhood of Locomotive Engineers to merge the Union Pacific, SSW and SPCSL railroads in the St. Louis area. At the time, Mr. Thompson was the full time General Chairman for the SSW engineers.

During the negotiations the parties agreed to rearrange forces and relocate some forces to coordinate the work of the merged properties. The parties reached and ratified a merger agreement that included certain relocation provisions.[2] Some of those provisions were further explained in Side Letter No. 11. Those provisions provided a relocation allowance for certain SSW engineers at Illmo, Missouri. Mr. Thompson signed that New York Dock merger agreement including the Side Letter.

The following is a list of the letters outlining the handling of this issue:

1. July 21, 1999 – Mr. Thompson sent to the Carrier a letter advising that he had sent in a form to cover his relocation expense and had not been paid. In that letter he advised, "If necessary, I can and will place myself as an engineer at Dexter, Missouri

66-2

and make a decision as to accept the in lieu of benefits or the benefits as provided in New York Dock as per the agreement."[3]

2. August 4, 1999 letter to Mr. Thompson advising that since he was not an active employee he was not entitled to the relocation benefits. Further, if he returned to active service, his request would be reconsidered.[4]

3. August 11, 1999 letter from Mr. Thompson advising that this was a New York Dock issue and advising that he requested arbitration.[5]

4. August 16, 1999 letter from the Carrier advising that he had written an administrative office and suggested that Mr. Thompson contact the office designated to handle disputes under the Railway Labor Act.[6]

5. August 22, 1999 letter from Mr. Thompson advising that the claim was a claim under New York Dock and further stating "...and any such claim progressed to the First Division or Public Law Board would be dismissed for lack of jurisdiction."[7]

6. September 7, 1999 letter from the Carrier advising who would be handling relocation disputes and reaffirming the position that he was not an active engineer and thus not eligible.[8]

7. October 18, 1999 and November 4, 1999 letters to several General Chairmen attaching a list of cases to be heard in New York Dock arbitration. Case No. 2 on that

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[2] Copy of the St. Louis Hub merger agreement Article VII and Side Letter No. 11 included as Carrier Exhibit B.
[3] Carrier Exhibit C.
[4] Carrier Exhibit D.
[5] Carrier Exhibit E.
[6] Carrier Exhibit F.
[7] Carrier Exhibit G.
[8] Carrier Exhibit H.

GG-3

list states, "Is engineer D. E. Thompson entitled to the "in lieu of" relocation provisions of the Hub Agreement?"[9]

8. November 11, 1999 letter from Mr. Thompson responding to the last Carrier letter and discussions held between the party. This letter agrees to remove the case from the docket based on an agreement that if he performs "compensated service" he will be allowed the money.[10]

9. December 2, 1999 letter to several General Chairmen advising them that Case two had been resolved and including a new attachment showing that case removed.[11]

Mr. Thompson continued to function as a BLE General Chairman for the SSW engineers throughout the remainder of merger negotiations. In early July 2000 the BLE held elections to see who would be the remaining General Chairmen since many of the CBA's had been eliminated. Mr. Thompson did not win the election. In early September General Chairman Rightnowar inquired as to the status of Mr. Thompson. He did not show on the BLE's working list and he asked if he had a leave of absence. The Carrier made inquires and was advised that Mr. Thompson had retired direct with the Railroad Retirement Board, had not given the Carrier any notice of his retirement and had never marked up with the Carrier and performed compensated service.

On September 14, 2000 the Carrier received a copy of the notice Mr. Thompson filed with the First Division alleging that there was an unadjusted dispute between the railroad and himself.

---

[9] Carrier Exhibit I.
[10] Carrier Exhibit J.

GG-4

CARRIER'S POSITION:

The Carrier's position is that this is a New York Dock issue and should not be before this Board, that the claimant is not and was not an active employee of the Carrier between the time of the STB merger approval and his retirement and that there is no unadjusted dispute.

New York Dock conditions provide for arbitration of disputes arising under New York Dock negotiations.[12] The NRAB has recognized the jurisdictional differences between New York Dock disputes and Railway Labor Act disputes. In Second Division Award No. 13265 the Division was also presented with a lump sum in lieu of relocation claim involving a New York Dock implementing agreement.[13] In that case the Board held:

> "This board lacks jurisdiction to resolve disputes arising under the New York Dock conditions, because New York Dock contains its own arbitration provision. This same issue has been addressed and resolved, as here, on many occasions in the past. See for example, Fourth Division Awards 4293, 4912, 4667, 3353, and 2095."

This lack of jurisdiction is recognized by the claimant as stated in his August 22, 1999 letter when he stated; "...and any such claim progressed to the First Division or Public Law Board would be dismissed for lack of jurisdiction." Further evidence of this is the placement of this question on the New York Dock docket attached to the October and November letters. Based on this evidence before the Board they should dismiss the case.

The NRAB is available to employees to progress unadjusted disputes. To come before the Board with a personal claim, one must show they are an employee of the

[11] Carrier Exhibit K.
[12] New York Dock conditions included as Carrier Exhibit L.

GG-5

Carrier. Mr. Thompson took a leave of absence in 1984 as a full time General Chairman. He was one at the time of the STB approval of the merger and continued as one until he retired. At no time did he perform compensated service for the Carrier since the acquisition of the SP by the UP. At the time he lost his reelection he had the opportunity to return to his craft and work for Union Pacific, however he chose not to. He does not meet the status of an employee and thus cannot progress his claim. He recognized this when he wrote the Carrier (exhibit C) and advised: "If necessary, I can and will place myself as an engineer at Dexter, Missouri and make a decision as to accept the in lieu of benefits or the benefits as provided in New York Dock as per the agreement." Both parties understood that the claimant needed to be an active engineer to be covered under the relocation provisions.

Finally, there is no dispute. The Carrier, in its statement of fact, detailed the handling of the issue. The November 11, 1999 letter shows that a settlement was reached on the case. In that letter, he wrote:

> "Case No. 2 – The Carrier has agreed that engineer D. E. Thompson is entitled to the Protective Benefits as provided in Article VII of the St. Louis Hub Agreement and will be paid correct claim with first date of compensated service in the Hub of choice. (emphasis added)
>
> The case can be removed from attachment "A" if the Carrier provides written acknowledgment as stated above."

The Carrier did promptly write the claimant and acknowledged the settlement of the issue. Since this case has been resolved, and no other case has been brought forward by the claimant, the Carrier has no knowledge of a dispute. If Mr. Thompson had marked up for service he would then have been impacted by the merger agreement and the Carrier would have paid any benefits he was entitled to. Since he did not mark

[13] Carrier Exhibit M.

GG-6

up the issue became moot. This evidence shows that there is not a claim or controversy that meets the requirements of the RLA and the provisions for handling disputes at the First Division. As such the Carrier requests a dismissal of the claim or a denial of the claim.

Respectfully submitted

W. S. Hinckley

W. S. Hinckley
Labor Relations
Union Pacific Railroad
1416 Dodge St.
Omaha NE 68179

November 2, 2000

GG-7

RECEIVED
SEP - 1 2000
National Railroad Adjustment Board
First Division

REC'D SCANNED
SEP 14 2000
Labor Relations

August 30, 2000

00-1-4-2209

Miss Linda Woods, Arbitration Assistant
National Railroad Adjustment Board
First Division
844 North Rush, Room 944
Chicago, IL 60611-2092

DATE ACKNOWLEDGED 9-1-00 NRAB CASE 00-1-4-2209
DUE DATE FOR FILING FOUR COPIES OF SUBMISSIONS
WITH THE NRAB 11-15-00
NO EXTENSIONS GRANTED
BY ORDER OF FIRST DIVISION

Dear Miss Woods:

This is to serve notice, as required by the Uniform Rules of Procedure of the National Railroad Adjustment Board effective May 16, 1994, of my intention to file an Ex Parte Submission within seventy-five (75) days covering an unadjusted dispute between the Union Pacific Railroad Company and I involving the following:

"Claim of former SSW engineer D. E. Thompson for the "in lieu of" relocation allowance as provided for in Article VII of the St. Louis Hub Agreement."

Respectfully yours,

D. E. Thompson
818 Seventh Street East
Scott City, MO 63780

cc: Andrea Gansen

CARRIER'S EXHIBIT A-1
PAGE ____ OF ____
G6-8

MERGER

IMPLEMENTING AGREEMENT

(St. Louis Hub)

between the

UNION PACIFIC RAILROAD COMPANY

Southern Pacific Transportation Company

and the

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

PREAMBLE

The U.S. Department of Transportation, Surface Transportation Board ("STB") approved the merger of the Union Pacific Corporation ("UPC"), Union Pacific Railroad Company/Missouri Pacific Railroad Company (collectively referred to as "UP") and Southern Pacific Rail Corporation, Southern Pacific Transportation Company ("SPT"), St. Louis Southwestern Railway Company ("SSW"), SPCSL Corp., and the Denver & Rio Grande Western Railroad Company ("DRGW") (collectively referred to as "SP") in Finance Docket 32760. In approving this transaction, the STB imposed New York Dock labor protective conditions. Copy of the New York Dock conditions is attached as Attachment "A" to this Agreement.

Subsequent to the filing of Union Pacific's application but prior to the decision of the STB, the parties engaged in certain discussions which focused upon Carrier's request that the Organization support the merger of UP and SP. These discussions resulted in the parties exchanging certain commitments, which were outlined in letters dated March 8(2), March 9 and March 22, 1996.

On October 10, 1997, the Carriers served notice of their intent to merge and consolidate operations generally in the following territories:

Union Pacific: St. Louis/Duco to Dexter via Chester Sub

Dexter to Memphis

St. Louis/Duco to Poplar Bluff/Dexter via DeSoto Sub

Salem to Dexter

CARRIER'S EXHIBIT 13-1

PAGE ____ OF GB-9

Agreement. Engineers will be given ten (10) days' notice of when their specific relocation/reassignment is to occur.

ARTICLE VII - PROTECTIVE BENEFITS AND OBLIGATIONS

A. All engineers who are listed on the prior rights St. Louis Hub (Zones 1 and 2) merged rosters shall be considered adversely affected by this transaction and consolidation and will be subject to the New York Dock protective conditions which were imposed by the STB. It is understood there shall not be any duplication or compounding of benefits under this Agreement and/or any other agreement or protective arrangement.

1. Carrier will calculate and furnish TPA's for such engineers to the Organization as soon as possible after implementation of the terms of this Agreement. The time frame used for calculating the TPA's in accordance with New York Dock will be August 1, 1996 through and including July 31, 1997.

2. In consideration of blanket certification of all engineers covered by this Agreement for wage protection, the provisions of New York Dock protective conditions relating to "average monthly time paid for" are waived under this Implementing Agreement.

3. Test period averages for designated union officers will be adjusted to reflect lost earnings while conducting business with the Carrier.

4. National Termination of Seniority provisions shall not be applicable to engineers hired prior to the effective date of this Agreement.

B. 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:

1. Non-homeowners may elect to receive an "in lieu of" allowance in the amount of $10,000 upon providing proof of actual relocation.

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

3. Homeowners in item 2 above who provide proof of a bona fide sale of their home at fair value at the location from which relocated shall be eligible to receive an additional allowance of $10,000.

CARRIER'S EXHIBIT B-2
PAGE ____ OF ____
66-10

a) This option shall expire within five (5) years from date of application for the allowance under Item 2 above.

b) Proof of sale must be in the form of sale documents, deeds, and filings of these documents with the appropriate agency.

NOTE: All requests for relocation allowances must be submitted on the appropriate form.

4. With the exception of Item 3 above, no claim for an "in lieu of" relocation allowance will be accepted after two (2) years from date of implementation of this Agreement.

5. Under no circumstances shall an engineer be permitted to receive more than one (1) "in lieu of" relocation allowance under this implementing Agreement.

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.

ARTICLE VIII - SAVINGS CLAUSES

A. The provisions of the applicable Schedule Agreement will apply unless specifically modified herein.

B. It is the Carrier's intent to execute a standby agreement with the Organization which represents engineers on the former Missouri and Illinois. Upon execution of that Agreement, said engineers will be fully covered by this Implementing Agreement as though the Organization representing them had been signatory hereto.

C. Nothing in this Agreement will preclude the use of any engineers to perform work permitted by other applicable agreements within the new seniority districts described herein, i.e., engineers performing Hours of Service Law relief within the road/yard zone, ID engineers performing service and deadheads between terminals, road switchers handling trains within their zones, etc.

D. The provisions of this Agreement shall be applied to all engineers covered by said Agreement without regard to race, creed, color, age, sex, national origin, or physical handicap, except in those cases where a bona fide occupational qualification exists. The masculine terminology herein is for the purpose of convenience only and does not intend to convey sex preference.

CARRIER'S EXHIBIT B-3
PAGE ____ OF ____
6-6-11

FOR THE BROTHERHOOD LOCOMOTIVE ENGINEERS:

D. E. Penning
General Chairman, BLE

D. E. Thompson
General Chairman, BLE

J. R. Koonce
General Chairman, BLE

APPROVED:

J. L. McCoy
Vice President, BLE

D. M. Hahs
Vice President, BLE

FOR THE CARRIERS:

M. A. Hartman
General Director-Labor Relations
Union Pacific Railroad Co.

J. M. Raaz
Assistant Vice President - LR
Union Pacific Railroad Co.

CARRIER'S EXHIBIT B-4
PAGE ____ OF ____
GG-12

Side Letter No. 11

April 15, 1998

MR D E PENNING
GENERAL CHAIRMAN BLE
12531 MISSOURI BOTTOM RD
HAZELWOOD MO 63042

MR D E THOMPSON
GENERAL CHAIRMAN BLE
414 MISSOURI BLVD
SCOTT CITY MO 63780

MR JOHN R KOONCE
GENERAL CHAIRMAN BLE
5050 POPLAR AVE STE 501
MEMPHIS TN 38157

Gentlemen:

This refers to the Merger Implementing Agreement for the St. Louis Hub entered into this date.

In Side Letter No. 21 of the Merger Implementing Agreement for the North Little Rock/Pine Bluff Hub entered into on October 9, 1997, Carrier made certain written commitments regarding engineers residing at Illmo and Poplar Bluff. The purpose of this Side Letter is to more specifically define the rights and responsibilities of said engineers at Poplar Bluff and Illmo in line with the Merger Implementing Agreement for the St. Louis Hub and said Side Letter No. 21.

This Side Letter addresses three (3) specific groups of engineers:

A. Former UP engineers assigned to the UP Dupo - Poplar Bluff freight pool (home terminal St. Louis) who have continued to reside at Poplar Bluff under a "reverse lodging" arrangement.

B. Former UP engineers assigned to the UP Salem - Poplar Bluff freight pool (home terminal Salem/Poplar Bluff) who have continued to reside at Poplar Bluff under a "reverse lodging" arrangement.

C. Former SSW and UP engineers at Illmo and Poplar Bluff who, as a result of the Implementing Agreement, will have their home terminal changed to St. Louis.

Pursuant to the terms of Articles I.A.2. and I.A.3. of the Implementing Agreement covering the St. Louis Hub, the consolidated pool operating between St. Louis and Dexter will be home terminaled at St. Louis, and the pool operating between Salem and Dexter will likewise be home terminaled at Salem. It is the intent and desire of the Carrier that all engineers assigned to this pool who presently reside in Illmo and Poplar Bluff be relocated to St. Louis and Salem. However, considering the large number of engineers who reside at these locations who are reasonably close to retirement age, the Carrier has expressed its willingness to enter into an attrition arrangement for a fixed period of time in order to permit engineers to maintain their residences in the Poplar Bluff and Illmo areas for said period of time while protecting these pools. The terms and conditions of this interim arrangement are as follows:

CARRIER'S EXHIBIT B-5
PAGE ____ OF ____
66-13

1. Former SSW and UP engineers who are required to relocate to St. Louis or Salem shall be considered eligible for the relocation benefits set forth in Article VII.B. of this Implementing Agreement.

2. Former SSW engineers who are assigned to either of these pools who decline to relocate to St. Louis or Salem and exercise the "reverse lodging" option provided in Article I.A.2.g. of the Implementing Agreement shall be considered eligible for the relocation benefits under Article VII.B. of this Implementing Agreement. If such engineers should subsequently relocate to St. Louis under the provisions of this Side Letter or otherwise, such relocation shall be considered to be a seniority move and shall not trigger any further relocation benefits under this Implementing Agreement.

3. Those former UP engineers assigned to the UP Dupo - Poplar Bluff and Salem - Poplar Bluff freight pools who have continued to reside at Poplar Bluff under a "reverse lodging" attrition arrangement may elect to relocate to St. Louis or Salem, and if so relocated, shall be considered eligible for the relocation benefits set forth in Article VII.B. of this Implementing Agreement. If such employees decline to relocate and elect to exercise the "reverse lodging" option provided in this Agreement, they shall become subject to the provisions of the immediately preceding Section 2 hereof. As agreed in Item 2 of Side Letter No. 21 to the NLR/PB Merger Implementing Agreement, it is undisputed that the distance between Poplar Bluff and Dexter shall not be an issue regarding entitlement of such engineers to such relocation benefits.

4. Those engineers described in Sections 2 and 3 above who decline to relocate to St. Louis or Salem and are subsequently forced to relocate because they are unable to hold a regular assignment at Dexter/Poplar Bluff, such relocation shall be considered to be a seniority move and shall not trigger any further relocation benefits under this Implementation Agreement.

5. Effective upon service of a notice by the Carrier, which cannot be served any sooner than April 1, 2005, the "reverse lodging" attrition arrangements set forth in this Implementing Agreement shall become null and void. On and after that date, all engineers described in Sections 1, 2 and 3 above shall be required to protect their respective freight pools at the designated home terminal locations if they choose to continue to occupy such assignments. This change shall be effected by the service of a thirty (30) day notice by the Carrier of its intent to do so.

6. The provisions of this Side Letter No. 11 shall only apply to engineers residing in Poplar Bluff or Illmo or vicinity, and protecting service at such location or vicinity, on October 10, 1997 (date of Carrier's St. Louis Hub Notice).

CARRIER'S EXHIBIT B-6
PAGE ____ OF ____
66-14

7. It is understood this Agreement does not operate to preclude an engineer from receiving full relocation benefits under Article VII.B. when required to relocate to Dexter to protect the Dexter-Memphis pool, extra board, or any other assignments established at that location.

8. Under the unique circumstances surrounding this Side Letter, engineers at Poplar Bluff and Illmo and vicinity will not be required to provide proof of relocation to Dexter in order to receive the relocation benefits under Article VII.B.1. and 2., but must do so to receive the additional benefit under Article VII.B.3.

The above-described arrangements are designed to deal with a peculiar situation under specific circumstances, and shall not be referred to by either party in any other proceeding or negotiations.

If the foregoing adequately and accurately sets forth our agreement and understanding in this matter, please so indicate by signing in the space provided for that purpose below.

Yours truly,

M. A. Hartman
General Director - Labor Relations

AGREED:

D. E. Penning
General Chairman, BLE

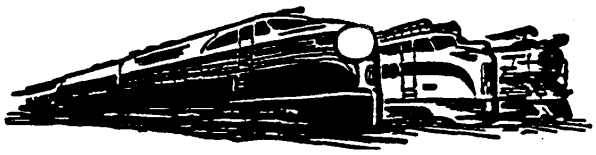
D. E. Thompson
General Chairman, BLE

J. R. Koonce
General Chairman, BLE

cc: D. M. Hahs
Vice President BLE

J. L. McCoy
Vice President BLE

CARRIER'S EXHIBIT B-7
PAGE ____ OF ____
GG-15



BROTHERHOOD OF LOCOMOTIVE ENGINEERS

GENERAL COMMITTEE OF ADJUSTMENT
ST. LOUIS SOUTHWESTERN RAILWAY LINES
D. E. THOMPSON, CHAIRMAN
414 MISSOURI BOULEVARD
SCOTT CITY, MO 63780
PHONE (573) 264-3232
FAX (573) 264-3735

M.R. STEPHENS, SEC'Y TREAS
ROUTE 2 BOX 2250
SCOTT CITY, MO 63780

July 21, 1999

Labor Relations

J. Cvetas
Manager, Labor Relations
Union Pacific Railroad
1416 Dodge Street
Omaha, NE 68179

CERTIFIED LETTER: Z 042 456 572

Dear Mr. Cvetas

Enclosed for your ready reference is copy of my claim for St. Louis Hub relocation allowance under the option to New York Dock Conditions as per Article VII and Side Letter No. 11 of the St. Louis Hub Agreement.

This is my third copy that I have sent without any payments being received or any written notice as to why the application for the relocation benefits is not payable.

The Carrier has eliminated every engineer assignment at Illmo leaving no positions for any engineer. In addition, the Carrier's decision to eliminate every engineer and every trainman position at Illmo has severely impacted this small town. There is not a city block in the town that does not have houses for sale. The Carrier's decision has affected the price of housing at least twenty-five percent (25%). My home, prior to the Carrier's decision, was appraised at $87,500.00. At the present time, I do not believe I could sell my house and if it did sell, it would not sell for more than $50,000.00.

I have provided Mr. Weiss with a copy of recent SSW Awards for employees serving as General Chairman and Vice President who made similar claim, denied by the Carrier and sustained by the Board.

CARRIER'S EXHIBIT C-1
PAGE ____ OF 66-16

If necessary, I can and will place myself as an engineer at Dexter, Missouri and make a decision as to accept the in lieu of benefits or the benefits as provided in New York Docket as per the agreement.

There is no windfall in this claim. I have been monetarily impacted by the Carrier's decision and I will do whatever is necessary to assure that I am treated equal to all other employees affected with the elimination of Illmo as a terminal.

Please pay the claim or advise written decision as to why the claim will not be paid as per the agreements.

Respectfully,

D E Thompson

D. E. Thompson

Enclosures

cc: Randy Weiss
Robin Rock

66-17

CARRIER'S EXHIBIT C-2
PAGE ____ OF ____

HUB RELOCATION BENEFITS APPLICATION

(ST. LOUIS Hub)

(Applicant Insert Name of Appropriate Hub)

Please accept this as my application for relocation benefits as set forth in the above referenced Article VII (B) Merger Implementing Agreement. I understand that my election herein is in lieu of actual relocation benefits provided under New York Dock. This election must be exercised within two (2) years from the date of implementation of this Agreement. (Except that Option 3 shall expire within five (5) years from implementation). Please check one of the following three options:

☐ Option 1: I am a non-owner and accept a $10,000 allowance in lieu of New York Dock relocation benefits

☒ 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.

If I have accepted Option 3, I understand that I must not only submit "proof of actual relocation" but in addition I must provide "proof of a bona fide sale" of my home at fair value in the form of sale documents, deeds, and filings of these documents with the appropriate agency in order to receive the "in lieu of" allowance.

In addition, I understand that in accepting any of the three options above, I will be required to remain at the new location, seniority permitting, for a period of two (2) years. Please fax or send this completed form to J. E. Cvetas, Manager-Labor Relations Program Administration, 1416 Dodge Street, Room 332, Omaha, NE 68179; fax (402)271-2463. Mr. Cvetas can also be reached by phone at (402)271-4577.

NAME DAVID E. THOMPSON SSN 499-38-2086

SIGNATURE David E. Thompson

CRAFT LOCOMOTIVE ENGINEER

DATE JANUARY 21, 1999

OLD WORK LOCATION ELLIS, MO NEW WORK LOCATION UNDETERMINED AT THIS TIME

CARRIER'S EXHIBIT ____ SEE ____ OF ____

6648

FILE COPY

August 4, 1999

MR D E (GENE) THOMPSON
GENERAL CHAIRMAN BLE
414 MISSOURI BLVD
SCOTT CITY MO 63780

Dear Sir:

This is in reference to your letter of July 21, 1999 concerning your claim for St. Louis Hub relocation.

I have again reviewed your file and it remains my position that you are not currently eligible for relocation benefits. Prior to the merger and the implementing agreement you were a full-time General Chairman for the BLE. Records indicate that you are still a full-time General Chairman for the BLE. As such, you were not affected by the implementation of the St. Louis Hub Agreement. If you relinquish your position as a General Chairman and return to full-time service as an engineer, the Carrier will consider your relocation allowance at that time.

Furthermore, the Awards you supplied Mr. Weiss do not support your position. Those Awards only applied to individuals who had returned to active service with the Carrier. They were not active union officials.

Your request for relocation benefits is respectively denied.

Yours truly,

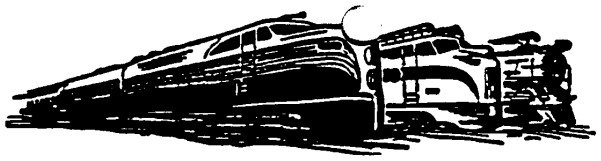
J. E. CVETAS
ASST DIR PROG ADM

cc: M. A. Peak

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66-19

CARRIER'S EXHIBIT D-1
PAGE ____ OF ____



BROTHERHOOD OF LOCOMOTIVE ENGINEERS

M.R. STEPHENS SEC'Y TREAS
ROUTE 2 BOX 2250
SCOTT CITY, MO 63780

GENERAL COMMITTEE OF ADJUSTMENT
ST. LOUIS SOUTHWESTERN RAILWAY LINES
D. E. THOMPSON, CHAIRMAN
414 MISSOURI BOULEVARD
SCOTT CITY, MO 63780
PHONE (573) 264-3232
FAX (573) 264-3735

August 11, 1999

ICC-307-26

J. E. Cvetas
Manager, Labor Relations
Union Pacific Railroad
1416 Dodge Street
Omaha, NE 68179

CERTIFIED LETTER: Z 047 247 492

Reference: Your letter of August 4, 1999 denying the claim for relocation benefits as per the St. Louis Hub Agreement - Claimant, David E. Thompson

Dear Mr. Cvetas:

Please be advised that your decision to deny the claim for relocation benefits is in violation of the St. Louis Hub Agreement and is not acceptable.

As per the provision of Part II of the New York Dock protective conditions which were imposed by the Surface Transportation, this is our notice to refer this dispute to an Arbitration Committee.

I, David E. Thompson will be the Organization member of the Committee. I would suggest that the Neutral Member of the Committee be Mr. John C. Fletcher. If you are not agreeable, we can allow the National Mediation Board to designate the Neutral Member.

Please be advised that the claim for Option 2 is to be changed to the actual provisions of the New York Dock Conditions and/or as provided in Article VII of the St. Louis Hub Agreement.

Please advise the Carrier Member of the Committee and your decision as to the selection of the Neutral Member.

Respectfully,

D E Thompson

D. E. Thompson

6620

CARRIER'S EXHIBIT E-1
OF ____ OF ____

FILE COPY

August 16, 1999

MR D E (GENE) THOMPSON
GENERAL CHAIRMAN BLE
414 MISSOURI BLVD
SCOTT CITY MO 63780

Dear Sir:

Reference your letter of August 11, 1999 concerning the claim for relocation benefits for Claimant David E. Thompson.

It should be pointed out that this office is an administrative office which handles relocation request, among other duties, for various agreements throughout the system, This office is not the designated office, under the Railway Labor Act, to handle time claims and grievances.

If it is your contention that you are entitled to relocation benefits under the provisions of the St. Louis Hub Agreement, the matter should be referred to your Local Chairman and handled in accordance with the Schedule Agreement and the Railway Labor Act. If you desire to circumvent the procedures, you should contact the highest designated officer to handle time claims and grievances on your territory.

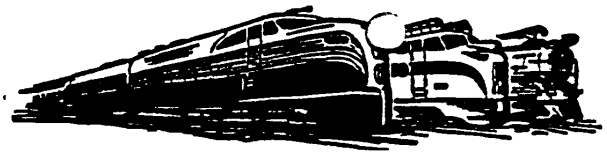
Yours truly,

J. E. CVETAS
ASST DIR PROGRAM ADM

cc: P. J. Waldmann
C. R. Wise

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66-2 CARRIER'S EXHIBIT F-1
PAGE ____ OF ____



BROTHERHOOD OF LOCOMOTIVE ENGINEERS

GENERAL COMMITTEE OF ADJUSTMENT
ST. LOUIS SOUTHWESTERN RAILWAY LINES
D. E. THOMPSON, CHAIRMAN
414 MISSOURI BOULEVARD
SCOTT CITY, MO 63780
PHONE (573) 264-3232
FAX (573) 264-3735

M.R. STEPHENS, SEC'Y TREAS
ROUTE 2 BOX 2250
SCOTT CITY, MO 63780

August 22, 1999

ICC-307-26

J. Cvetas
Manager, Labor Relations
Union Pacific Railroad
1416 Dodge Street
Omaha, NE 68179

Reference: Your letter of August 16, 1999 in response to my letter of August 11, 1999 for relocation benefits.

Dear Mr. Cvetas:

The claim for relocation benefits is not a Railway Labor Act issue. The claim is filed under the provision of the New York Dock conditions and any such claim progressed to the First Division or Public Law Board would be dismissed for lack of jurisdiction.

The documentation I have from Union Pacific regarding relocation benefits states that you are the officer of Union Pacific to handle such matters. If you are not the highest officer that would be the Carrier Member of the Arbitration Committee, you need to do one of two things, either give this letter to the appropriate officer of Union Pacific or advise the name and address of said officer.

There are additional claims that are still to be resolved and we may also list these claims to the Arbitration Committee.

In regards to the claim for David E. Thompson, I would suggest you or the appropriate officer read the provisions of the St. Louis Hub Agreement before making a decision to refer the issue to an Arbitration Committee.

Please do not further delay this request to refer this dispute to the Arbitration Committee.

Respectfully,

D. E. Thompson

CARRIER'S EXHIBIT G-1
GG-22 PAGE _____ OF _____

September 7, 1999

Mr. D. E. Thompson
General Chairman BLE
414 Missouri Boulevard
Scott City, MO 63780

Dear Sir:

Reference your letters of August 11 and 22, 1999 concerning the St. Louis Hub Agreement. I am currently the Carrier's highest officer of appeal to handle relocation disputes under the Hub agreement and the letters have been forwarded to me for further handling.

I referred your question to Director Labor Relations M. A. Hartman who was signatory to the Hub Agreement. He affirmed the position previously taken by the Carrier that since you are not an active engineer at any location the relocatiion provisions are not applicable at this time.

I will be calling you concerning the selection of a NYD arbitrator.

Yours truly,

WSH

W. S. Hinckley

Bcc: Michelle Peak – I would like you to research and write this case.

GG-23 CARRIER'S EXHIBIT H-1
PAGE _____ OF _____

file

UNION PACIFIC RAILROAD COMPANY

W.S. HINCKLEY
GENERAL DIRECTOR-
LABOR RELATIONS-OPERATING-SOUTH

1416 DODGE STREET
OMAHA, NEBRASKA 68179
(402) 271-3689

October 18, 1999

Mr. C.R. Rightnower
General Chairman BLE
320 Brookes Dr. Suite 115
Hazelwood, Mo 63042

Mr. R. A. Poe
General Chairman BLE
6240 Tarascas
El Paso, TX 79912

Mr. D. E. Thompson
General Chairman BLE
414 Missouri Boulevard
Scott City, MO 63780

Mr. D. M. Hahs
Vice President BLE
1011 St. Andrews
Kingwood, TX 77339

Mr. W. R. Slone
General Chairman BLE
6207 Airport Freeway
Ft. Worth, TX 76117-5321

Mr. M. A. Young
General Chairman BLE
1620 Central Ave. #201
Cheyenne WY 82001

Gentlemen:

During our recent conferences several items were scheduled for NYD arbitration. Attached please find an attachment "A" listing six cases. Please review the cases and advise of any changes, additions or deletions to this attachment. I will contact VP Don Hahs concerning the selection of a Neutral.

Yours truly,

WSH

W. S. Hinckley

GG-24

I-1

NEW YORK DOCK ARBITRATION

ATTACHMENT "A"

Case No. 1

In the Salina Hub (phase II), are all employees who were in engineer training on the day of implementation (May 1999) prior righted to engineer positions or are only those employees who were in engineer training on July 16, 1998 entitled to prior rights?

Case No. 2

Is engineer D. E. Thompson entitled to the "in lieu of" relocation provisions of the Hub Agreement?

Case No. 3

Which former HBT engineers should be afforded Zone 5 prior rights. (Zone 5 is a roster created by a merger implementing agreement)

Case No. 4

What seniority date will be used (system or point) on the DFW Master Dovetail Roster for common assignments when the prior rights period in the DFW Hub expires?

Case No. 5

OK resolved

What is the rightful date of SSW engineer D. O. Kern? Is it the date shown on the seniority rosters provided by General Chairman Thompson (6/12/78), or is it the date that the former SSW rosters were top and bottomed (11/15/83)?

Case No. 6

OK resolved

Is the agreed to template (82/12/6%) to be applied to that group of engineers in the DFW Hub above the pre-merger numbers (310 UP, 42 SP, and 23 SSW)? If so, the SSW would be entitled to two additional slots. Do the Prior rights stop at this same number? After the prior rights number is finalized, how are slots above that number filled?

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W.S. HINCKLEY
GENERAL DIRECTOR-
LABOR RELATIONS-OPERATING-SOUTH

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68179
(402) 271-3[illegible] 5201

November 4, 1999

Mr. C.R. Rightnower
General Chairman BLE
320 Brookes Dr. Suite 115
Hazelwood, Mo 63042

Mr. D. M. Hahs
Vice President BLE
1011 St. Andrews
Kingwood, TX 77339

Mr. D. E. Thompson
General Chairman BLE
414 Missouri Boulevard
Scott City, MO 63780

Mr. R. A. Poe
General Chairman BLE
6240 Tarascas
El Paso, TX 79912

Mr. M. A. Young
General Chairman BLE
1620 Central Ave. #201
Cheyenne WY 82001

Mr. W. R. Sione
General Chairman BLE
6207 Airport Freeway
Ft. Worth TX 76117-5321

Gentlemen:

This is to confirm that the New York Dock arbitration is scheduled for January 18, 2000 at the Carrier's office in Spring Texas. I recently sent out an attachment "A" with six questions and while some of you have discussed these questions with me by telephone I have not received anything in writing suggesting alternate language. I am sending each of you a new attachment "A" that has a seventh question added after a meeting with General Chairman C.R. Rightnower. There is a similarity between question 7 and question 1.

Yours truly,

W. S. Hinckley

Mr. Eckehard Muessig
Arbitrator
3450 No. Venice Street
Arlington, VA 22207

Note to Eck and Don: Spring is about 10 miles north of the Houston International airport. I usually say near the airport and when I get my hotel reservations I will call you and let you know where I will be staying the night of the 17th. We can pick you up at the airport and maybe Don Hahs and I can take you to dinner that night and have an informal executive session.

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PAGE _____ OF _____

NEW YORK DOCK ARBITRATION

ATTACHMENT "A"

Case No. 1

In the Salina Hub (phase II), are all employees who were in engineer training on the day of implementation (May 1999) prior righted to engineer positions or are only those employees who were in engineer training on July 16, 1998 entitled to prior rights?

Case No. 2

Is engineer D. E. Thompson entitled to the "in lieu of" relocation provisions of the Hub Agreement?

Case No. 3

Which former HBT engineers should be afforded Zone 5 prior rights. (Zone 5 is a roster created by a merger implementing agreement)

Case No. 4

What seniority date will be used (system or point) on the DFW Master Dovetail Roster for common assignments when the prior rights period in the DFW Hub expires?

Case No. 5

What is the rightful date of SSW engineer D. O. Kern? Is it the date shown on the seniority rosters provided by General Chairman Thompson (6/12/78), or is it the date that the former SSW rosters were top and bottomed (11/15/83)?

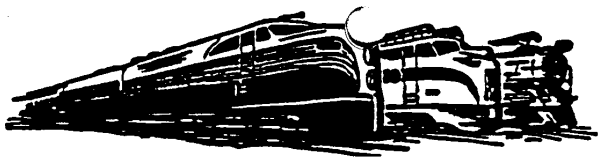
Case No. 6

Is the agreed to template (82/12/6%) to be applied to that group of engineers in the DFW Hub above the pre-merger numbers (310 UP, 42 SP, and 23 SSW)? If so, the SSW would be entitled to two additional slots. Do the Prior rights stop at this same number? After the prior rights number is finalized, how are slots above that number filled?

Case No. 7

Are the twelve engineers who responded to the October 10, 1998 at Kansas City entitled to prior rights in Zone 2 of the Kansas City Hub.

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PAGE ____ OF ____



BROTHERHOOD OF LOCOMOTIVE ENGINEERS

GENERAL COMMITTEE OF ADJUSTMENT
ST. LOUIS SOUTHWESTERN RAILWAY LINES
D. E. THOMPSON, CHAIRMAN
414 MISSOURI BOULEVARD
SCOTT CITY, MO 63780
PHONE (573) 264-3232
FAX (573) 264-3735

M.R. STEPHENS, SEC'Y TREAS
ROUTE 2 BOX 2250
SCOTT CITY, MO 63780

November 11, 1999

ICC-307-18
ICC-307-21
ICC-307-30

W. S. Hinckley
General Director, Labor Relations
Union Pacific Railroad Company
1416 Dodge Street
Omaha, NE 68179

Reference: Your letter of November 4, 1999 with attachment "A" listing seven (7) questions.

Dear Sir:

From my notes and correspondence, there are additional questions that must be added to the list and additional questions in some of the cases shown on attachment "A".

Case No. 1 - Salina Hub - What is the correct seniority date for the former SSW engineers that entered training November 16, 1998 and November 29, 1998? Who was selected to Zone 2, Salina Hub when canvassed as a trainman and engineer?

What is the correct implementation date for the Expanded Salina Hub?

What is the correct number of slotted prior rights SSW positions in the Herington/Kansas City and Herington/Pratt freight pools as per Article 1, B1 and B2?

What is the correct date for Zone 1 engineers being placed at the bottom of Zone 2 engineers and the correct date for Zone 2 engineers being placed at the bottom of Zone 1, Salina Hub?

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CARRIER'S EXHIBIT J-1
PAGE _____ OF _____

In regards to the third issue, data was provided by Carrier Officer Cooley and Weiss. Using the data, the Local Chairmen agreed to thirty-eight (38) Herington/Kansas City and eighteen (18) Herington/Pratt. If Mr. Young is not agreeable, we will expect the same data being made a part of the Carrier's submission whereby the Neutral can assign the numbers based upon the data.

Case No. 2 - The Carrier has agreed that engineer D. E. Thompson is entitled to the Protective Benefits as provided in Article VII of the St. Louis Hub Agreement and will be paid correct claim with first date of compensated service in the Hub of choice.

The case can be removed from attachment "A" if the Carrier provides written acknowledgment as stated above.

Case No. 5 - Case No. 6 - It is my understanding that Mr. Slone has agreed that the correct seniority date for former SSW Engineer D. O. Kern is his date as an engineer (6-12-78) and as per his letter of October 8, 1999, he is in agreement that three (3) additional former SSW engineer's seniority date prior to 03-03-99 will have the right to be assigned to the Dallas/Fort Worth Hub Roster using their date as an engineer with prior rights.

This office is in agreement with his letter, and if nothing has changed, Case No. 5 and Case No. 6 has been resolved.

Case No. 7 - I am not certain what this issue pertains to. I do not know what my position would be on this issue given the lack of knowledge. If what little information I have is correct, I may not be opposed.

The following are cases that involve the NLR/PB Hub:

Case No. 8 - What is the correct pay for engineers under Article I, A part 21, page 10?

Case No. 9 - What is the correct pay for engineers under Article I, part 24, page 11; Article I B, part 4, page 12-13; and Article I C, part 5, page 14-15.

Case No. 10 - What is the correct pay for engineers in Zone 2 who run through the terminal and deliver the loaded coal trains to White Bluff or is transported to get the empties and run through the terminal as per Article I B 6, page 13?

Case No. 11 - What is the correct pay for engineers transported between North Little Rock and Pine Bluff or vice versa as per Side Letter No. 11 of the NLR/PB Hub?

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I am enclosing copies of Mr: Hinckley's letters dated September 23, 1999 and October 5, 1999 regarding open issues discussed in the September conferences.

If the other issues have not been resolved, they should be listed by the involved General Chairmen.

Please advise.

Respectfully,

D. E. Thompson

cc: D. M. Hahs, VP
M. A. Young, GC
C. R. Rightnowar, GC
R. A. Poe, GC
W. R. Slone, GC
BLE/SSW Divisions

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PAGE ____ OF ____

December 2, 1999
NYD 331 cases 1-7

Mr. C.R. Rightnower
General Chairman BLE
320 Brookes Dr. Suite 115
Hazelwood, Mo 63042

Mr. D. M. Hahs
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1011 St. Andrews
Kingwood, TX 77339

Mr. D. E. Thompson
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Mr. R. A. Poe
General Chairman BLE
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Mr. M. A. Young
General Chairman BLE
1620 Central Ave. #201
Cheyenne WY 82001

Mr. W. R. Slone
General Chairman BLE
6207 Airport Freeway
Ft. Worth TX 76117-5321

Gentlemen:

Reference my November 4, 1999 letter with an Attachment A concerning 7 NYD cases to be heard on January 18, 1999 at Spring, Texas. I have heard from all of you, either in writing or verbally. Of the original 7 cases only one has been resolved which was old case two involving a relocation allowance. In its place I have added a new case two which involves the proper roster ratcheting to be used for Longview.

This question was added after I received different proposals from the General Chairmen involved in that case and after talking with them believed that it was best to add that case to the docket. A revised attachment "A" is enclosed with this letter.

Your responses to my earlier letter raised a couple of procedural issues. First, some of you wanted to expand upon the question at issue and either make it more detailed or add sub questions. Since there is not agreement on how the questions should be worded, I will retain my basic questions and each of you are free to word the questions in your submission in whatever detail you wish as long as they are concerned with the basic question.

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CARRIER'S EXHIBIT K-1
PAGE ____ OF ____

Second, there has been some discussion about oral commitments and agreements that seem to melt away when it comes to putting them in writing. If by chance parties in dispute do reach a written agreement I believe that it should have the signatures of the General Chairmen involved and the Carriers with wording that it resolves Case ___ of the NYD docket number 331. At that time we can remove it from the docket but not before.

Third, some of you have asked about retaining Mr. Muessig as a NYD neutral. I am agreeable to this and in talking with Mr. Muessig he is also agreeable. He has kindly set aside March 29, 2000 as a future hearing date. My condition is that individual New York Dock cases between each of your offices and the Carrier should have a separate NYD docket for handling. The current docket is unique in the number of General Chairmen involved and future NYD cases will most likely be based on non seniority issues such as relocation eligibility etc which will need their own dockets. We will start preparing those dockets for those who have already contacted this office to do so.

Yours truly,

W. S. Hinckley

Mr. Eckehard Muessig
Arbitrator
3450 No. Venice Street
Arlington, VA 22207

Bc: Andrea and Catherine – we need to meet on these to decide the approach we want to take in the hearing.

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PAGE ____ OF ____

NEW YORK DOCK ARBITRATION

ATTACHMENT "A"
(December 2, 1999)

Case No. 1

In the Salina Hub (phase II), are all employees who were in engineer training on the day of implementation (May 1999) prior righted to engineer positions or are only those employees who were in engineer training on July 16, 1998 entitled to prior rights?

Case No. 2

What is the proper roster ratcheting method for the three zone rosters at Longview?

Case No. 3

Which former HBT engineers should be afforded Zone 5 prior rights. (Zone 5 is a roster created by a merger implementing agreement)

Case No. 4

What seniority date will be used (system or point) on the DFW Master Dovetail Roster for common assignments when the prior rights period in the DFW Hub expires?

Case No. 5

What is the rightful date of SSW engineer D. O. Kern? Is it the date shown on the seniority rosters provided by General Chairman Thompson (6/12/78), or is it the date that the former SSW rosters were top and bottomed (11/15/83)?

Case No. 6

Is the agreed to template (82/12/6%) to be applied to that group of engineers in the DFW Hub above the pre-merger numbers (310 UP, 42 SP, and 23 SSW)? If so, the SSW would be entitled to two additional slots. Do the Prior rights stop at this same number? After the prior rights number is finalized, how are slots above that number filled?

Case No. 7

Are the twelve engineers who responded to the October 10, 1998 promotion notice at Kansas City entitled to prior rights in Zone 2 of the Kansas City Hub.

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PAGE ____ OF ____

Finance Docket No. 23250

APPENDIX ___

Labor protective conditions to be imposed in railroad transactions pursuant to 49 U.S.C. 11343 et seq. [formerly sections 5(2) and 5(3) of the Interstate Commerce Act], except for trackage rights and lease proposals which are being considered elsewhere, are as follows:

1. Definitions.--(a) "Transaction" means any action taken pursuant to authorizations of this Commission on which these provisions have been imposed.

(b) "Displaced employee" means an employee of the railroad who, as a result of a transaction is placed in a worse position with respect to his compensation and rules governing his working conditions.

(c) "Dismissed employee" means an employee of the railroad who, as a result of a transaction is deprived of employment with the railroad because of the abolition of his position or the loss thereof as the result of the exercise of seniority rights by an employee whose position is abolished as a result of a transaction.

(d) "Protective period" means the period of time during which a displaced or dismissed employee is to be provided protection hereunder and extends from the date on which an employee is displaced or dismissed to the expiration of 6 years therefrom, provided, however, that the protective period for any particular employee shall not continue for a longer period following the date he was displaced or dismissed than the period during which such employee was in the employ of the railroad prior to the date of his displacement or his dismissal. For purposes of this appendix, an employee's length of service shall be determined in accordance with the provisions of section 7(b) of the Washington Job Protection Agreement of May 1936.

2. The rates of pay, rules, working conditions and all collective bargaining and other rights, privileges and benefits (including continuation of pension rights and benefits) of the railroad's employees under applicable laws and/or existing collective bargaining agreements or otherwise shall be preserved unless changed by future collective bargaining agreements or applicable statutes.

3. Nothing in this appendix shall be construed as depriving any employee of any rights or benefits or eliminating any obligations which such employee may have under any existing job security or other protective conditions or arrangements; provided, that if an employee otherwise is eligible for protection under both this appendix and some other job security or other protective conditions or arrangements, he shall elect between the benefits under this appendix and similar benefits under such other arrangement and, for so long as he continues to receive such benefits under the provisions which he so elects, he shall not be entitled to the same type of benefit under the provisions which he does not so elect; provided further, that the benefits under this appendix, or any other arrangement, shall be construed to include the conditions,

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responsibilities and obligations accompanying such benefits; and, provided further, that after expiration of the period for which such employee is entitled to protection under the arrangement which he so elects, he may then be entitled to protection under the other arrangement for the remainder, if any, of this protective period under that arrangement.

4. Notice and Agreement or Decision - (a) Each railroad contemplating a transaction which is subject to these conditions and may cause the dismissal or displacement of any employees, or rearrangement of forces, shall give at least ninety (90) days written notice of such intended transaction by posting a notice on bulletin boards convenient to the interested employees of the railroad and by sending registered mail notice to the representatives of such interested employees. Such notice shall contain a full and adequate statement of the proposed changes to be effected by such transaction, including an estimate of the number of employees of each class affected by the intended changes. Prior to consummation the parties shall negotiate in the following manner.

Within five (5) days from the date of receipt of notice, at the request of either the railroad or representatives of such interested employees, a place shall be selected to hold negotiations for the purpose of reaching agreement with respect to application of the terms and conditions of this appendix, and these negotiations shall commence immediately thereafter and continue for at least thirty (30) days. Each transaction which may result in a dismissal or displacement of employees or rearrangement of forces, shall provide for the selection of forces from all employees involved on a basis accepted as appropriate for application in the particular case and any assignment of employees made necessary by the transaction shall be made on the basis of an agreement or decision under this section 4. If at the end of thirty (30) days there is a failure to agree, either party to the dispute may submit it for adjustment in accordance with the following procedures:

(1) Within five (5) days from the request for arbitration the parties shall select a neutral referee and in the even they are unable to agree within said five (5) days upon the selection of said referee then the National Mediation Board shall immediately appoint a referee.

(2) No later than twenty (20) days after a referee has been designated a hearing on the dispute shall commence.

(3) The decision of the referee shall be final, binding and conclusive and shall be rendered within thirty (30) days from the commencement of the hearing of the dispute.

(4) The salary and expenses of the referee shall be borne equally by the parties to the proceeding; all other expenses shall be paid by the party incurring them.

(5) No change in operations, services, facilities, or equipment shall occur until after an agreement is reached or the decision of a referee has been rendered.

5. Displacement allowances -(a) So long after a displaced employee's displacement as he is unable, in the normal exercise of his seniority rights under existing agreements, rules and practices, to obtain a position producing compensation equal to or exceeding the compensation he received in the position from which he was displaced, he shall, during his protective period, be paid a monthly displacement allowance equal to the difference between the monthly compensation received by him in the position in which he is retained and the average monthly compensation received by him in the position from which he was displaced.

Each displaced employee's displacement allowance shall be determined by dividing separately by 12 the total compensation received by the employee and the total time for which he was paid during the last 12 months in which he performed services immediately preceding the date of his displacement as a result of the transaction (thereby producing average monthly compensation and average monthly time paid for in the test period), and providing further, that such allowance shall also be adjusted to reflect subsequent general wage increases.

If a displaced employee's compensation in his retained position in any month is less in any month in which he performs work than the aforesaid average compensation (adjusted to reflect subsequent general wage increases) to which he would have been entitled, he shall be paid the difference, less compensation for time lost on account of his voluntary absences to the extent that he is not available for service equivalent to his average monthly time during the test period, but if in his retained position he works in any month in excess of the aforesaid average monthly time paid for during the test period he shall be additionally compensated for such excess time at the rate of pay of the retained position.

(b) If a displaced employee fails to exercise his seniority rights to secure another position available to him which does not require a change in his place of residence, to which he is entitled under the working agreement and which carries a rate of pay and compensation exceeding those of the position which he elects to retain, he shall thereafter be treated for the purposes of this section as occupying the position he elects to decline.

(c) The displacement allowance shall cease prior to the expiration of the protective period in the event of the displaced employee's resignation, death, retirement, or dismissal for justifiable cause.

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EXHIBIT NO. 4-3
PAGE ____ OF ____

6. Dismissal allowances. - (a) A dismissed employee shall be paid a monthly dismissal allowance, from the date he is deprived of employment and continuing during his protective period, equivalent to one-twelfth of the compensation received by him in the last 12 months of his employment in which he earned compensation prior to the date he is first deprived of employment as a result of the transaction. Such allowance shall also be adjusted to reflect subsequent general wage increases.

(b) The dismissal allowance of any dismissed employee who returns to service with the railroad shall cease while he is so reemployed. During the time of such reemployment, he shall be entitled to protection in accordance with the provisions of section 5.

(c) The dismissal allowance of any dismissed employee who is otherwise employed shall be reduced to the extent that his combined monthly earnings in such other employment, any benefits received under any unemployment insurance law, and his dismissal allowance exceed the amount upon which his dismissal allowance is based. Such employee, or his representative, and the railroad shall agree upon a procedure by which the railroad shall be currently informed of the earnings of such employee in employment other than with the railroad, and the benefits received.

(d) The dismissal allowance shall cease prior to the expiration of the protective period in the event of the employee's resignation, death, retirement, dismissal for justifiable cause under existing agreements, failure to return to service after being notified in accordance with the working agreement, failure without good cause to accept a comparable position which does not require a change in his place of residence for which he is qualified and eligible after appropriate notification, if his return does not infringe upon the employment rights of other employees under a working agreement.

7. Separation allowance.- A dismissed employee entitled to protection under this appendix, may, at his option within 7 days of his dismissal, resign and (in lieu of all other benefits and protections provided in this appendix) accept a lump sum payment computed in accordance with section 9 of the Washington Job Protection Agreement of May 1936.

8. Fringe benefits.- No employee of the railroad who is affected by a transaction shall be deprived, during his protection period, of benefits attached to his previous employment, such as free transportation, hospitalization, pensions, reliefs, et cetera, under the same conditions and so long as such benefits continue to be accorded to other employees of the railroad, in active or furlough as the case may be, to the extent that such benefits can be so maintained under present authority of law or corporate action or through future authorization which may be obtained.

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9. Moving expenses.--Any employee retained in the service of the railroad or who is later restored to service after being entitled to receive a dismissal allowance, and who is required to change the point of his employment as a result of the transaction, and who within his protective period is required to move his place of residence, shall be reimbursed for all expenses of moving his household and other personal effects for the traveling expenses of himself and members of his family, including living expenses for himself and his family and for his own actual wage loss, not exceed 3 working days, the exact extent of the responsibility of the railroad during the time necessary for such transfer and for reasonable time thereafter and the ways and means of transportation to be agreed upon in advance by the railroad and the affected employee or his representatives; provided, however, that changes in place of residence which are not a result of the transaction, shall not be considered to be within the purview of this section; provided further, that the railroad shall, to the same extent provided above, assume the expenses, at actual, for any employee furloughed within three (3) years after changing his point of employment as a result of a transaction, who elects to move his place of residence back to his original point of employment. No claim for reimbursement shall be paid under the provision of this section unless such claim is presented to railroad with 90 days after the date on which the expenses were incurred.

10. Should the railroad rearrange or adjust its forces in anticipation of a transaction with the purpose or effect of depriving an employee of benefits to which he otherwise would have become entitled under this appendix, this appendix will apply to such employee.

11. Arbitration of disputes.- (a) In the event the railroad and its employees or their authorized representatives cannot settle any dispute or controversy with respect to the interpretation, application or enforcement of any provision of this appendix, except section 4 and 12 of this article I, within 20 days after the dispute arises, it may be referred by either party to an arbitration committee. Upon notice in writing served by one party on the other of intent by that party to refer a dispute or controversy to an arbitration committee, each party shall, within 10 days, select one member of the committee and the members thus chosen shall select a neutral member who shall serve as chairman. If any party fails to selects its member of the arbitration committee within the prescribed time limit, the general chairman of the involved labor organization or the highest officer designated by the railroads, as the case may be, shall be deemed the selected member and the committee shall then function and its decision shall have the same force and effect as though all parties had selected their members. Should the members be unable to agree upon the appointment of the neutral member within 10 days, the parties shall then within an additional 10 days endeavor to agree to a method by which a neutral member shall be appointed, and, failing such agreement, either party may request the National Mediation board to designate within 10 days the neutral member whose designation will be binding, upon the parties.

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(b) In the event a dispute involves more than one labor organization, each will be entitled to a representative on the arbitration committee, in which event the railroad will entitled to appoint additional representatives so as to equal the number of labor organization representatives.

(c) The decision, by majority vote, of the arbitration committee shall be final, binding, and conclusive and shall be rendered within 45 days after the hearing of the dispute or controversy has been concluded and the record closed.

(d) The salaries and expenses of the neutral member shall be borne equally by the parties to the proceeding and all other expenses shall be paid by the party incurring them.

(e) In the event of any dispute as to whether or not a particular employee was affected by a transaction, it shall be his obligation to identify the transaction and specify the pertinent facts of that transaction relied upon. It shall then be the railroad's burden to prove that factors other than a transaction affected the employee.

12. Losses from home removal.- (a) The following conditions shall apply to the extent they are applicable in each instance to any employee who is retained in the service of the railroad (or who is later restored to service after being entitled to receive a dismissal allowance) who is required to change the point of his employment within his protective period as a result of the transaction and is therefore required to move his place of residence:

(i) If the employee owns his own home in the locality from which he is required to move, he shall at his option be reimbursed by the railroad for any loss suffered in the sale of his home for less than its fair value. In each case the fair value of the home in question shall be determined as of a date sufficiently prior to the date of the transaction so as to be unaffected thereby. The railroad shall in each instance be afforded an opportunity to purchase the home at such fair value before it is sold by the employee to any other person.

(ii) If the employee is under a contract to purchase his home, the railroad shall protect him against loss to the extent of the fair value of equity he may have in the home and in addition shall relieve him from any further obligation under his contract.

(iii) If the employee holds an unexpired lease of a dwelling occupied by him as his home, the railroad shall protect him from all loss and cost in securing the cancellation of said lease.

(b) Changes in place of residence which are not the result of a transaction shall not be considered to be within the purview of this section.

(c) No claim for loss shall be paid under the provisions of this section unless such claim is presented to the railroad within 1 year after the date the employee is required to move.

(d) Should a controversy arise in respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, loss and cost in securing termination of a lease, or any other question in connection with these matters, it shall be decided through joint conference between the employee, or their representatives and the railroad. In the event they are unable to agree, the dispute or controversy may be referred by either party to a board of competent real estate appraisers, selected in the following manner. One to be selected by the representatives of the employees and one by the railroad, and these two, if unable to agree within 30 days upon a valuation, shall endeavor by agreement within 10 days thereafter to select a third appraiser, or to agree to a method by which a third appraiser shall selected, and failing such agreement, either party may request the National Mediation Board to designate within 10 days a third appraiser whose designation will be binding upon the parties. A decision of a majority of the appraisers shall be required and said decision shall be final and conclusive. The salary and expenses of the third or neutral appraiser, including the expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the compensation of the appraiser selected by such party.

ARTICLE II

1. Any employee who is terminated or furloughed as a result of a transaction shall, if he so requests, be granted priority of employment or reemployment to fill a position comparable to that which he held when his employment was terminated or he was furloughed, even though in a different craft or class, on the railroad which he is, or by training or retraining physically and mentally can become, qualified, not, however, in contravention of collective bargaining agreements relating thereto.

2. In the event such training or retraining is requested by such employee, the railroad shall provide for such training or retraining at no cost to the employee.

3. If such a terminated or furloughed employee who had made a request under section 1 or 2 of the article II fails without good cause within 10 calendar days to accept an offer of a position comparable to that which he held when terminated or furloughed for which he is qualified, or for which he has satisfactorily completed such training, he shall, effective at the expiration of such 10-day period, forfeit all rights and benefits under this appendix.

ARTICLE III

Subject to this appendix, as if employees of railroad, shall be employees, if affected by a transaction, of separately incorporated terminal companies which are owned (in whole or in part) or used by railroad and employees of any other enterprise within the definition of common carrier by railroad in section 1(3) of part I of the Interstate Commerce Act, as amended, in which railroad has an interest, to which railroad provides facilities, or with which railroad contracts for use of facilities, or the facilities of which railroad otherwise uses; except that the provisions of this appendix shall be suspended with respect to each such employee until and unless he applies for employment with each owning carrier and each using carrier; provided that said carriers shall establish one convenient central location for each terminal or other enterprise for receipt of one such application which will be effective as to all said carriers and railroad shall notify such employees of this requirement and of the location for receipt of the application. Such employees shall not be entitled to any of the benefits of this appendix in the case of failure, without good cause, to accept comparable employment, which does not require a change in place of residence, under the same conditions as apply to other employees under this appendix, with any carrier for which application for employment has been made in accordance with this section.

ARTICLE IV

Employees of the railroad who are not represented by a labor organization shall be afforded substantially the same levels of protection as are afforded to members of labor organizations under these terms and conditions.

In the event any dispute or controversy arises between the railroad and an employee not represented by a labor organization with respect to the interpretation, application or enforcement of any provision hereof which cannot be settled by the parties within 30 days after the dispute arises, either party may refer the dispute to arbitration.

ARTICLE V

1. It is the intent of this appendix to provide employee protections which are not less than the benefits established under 49 USC 11347 before February 5, 1976, and under section 565 of title 45. In so doing, changes in wording and organization from arrangements earlier developed under those sections have been necessary to make such benefits applicable to transactions as defined in article I of this appendix. In making such changes, it is not the intent of this appendix to diminish such benefits. Thus, the terms of this appendix are to be resolved in favor of this intent to provide employee protections and benefits no less than those established under 49 USC 11347 before February 5, 1976 and under section 565 of title 45.

2. In the event any provision of this appendix is held to be invalid or otherwise unenforceable under applicable law, the remaining provisions of this appendix shall not be affected.

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Form 1 NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

Award No. 13265
Docket No. 13112
98-2-96-2-12

The Second Division consisted of the regular members and in addition Referee Eckehard Muessig when award was rendered.

(Jimmy D. Burnett
PARTIES TO DISPUTE: (
(Norfolk Southern Railway Company

STATEMENT OF CLAIM:

"The closing of the Hayne Shop in Spartanburg, South Carolina has adversely affected me. I have been forced to take a job in Linwood, North Carolina which is over 120 miles away. I did not get to bid on the job's at Linwood. I was able to bid *only* on shifts and days off. They rearranged forces before July 3, 1995 in anticipation of us accepting jobs at Linwood.

I am not doing the same type work that I was doing at Hayne Shop. They told me that I would be doing door work. Norfolk Southern is sending cars to Contract Shops for work that we could still be doing at Hayne Shop. I do not receive the 25 cents per hour welding rate, because it is not offered as it was at the Hayne Shop."

FINDINGS:

The Second Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee within the meaning of the Railway Labor Act, as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

GG-42 CARRIER'S EXHIBIT M-1
PAGE ____ OF ____

Parties to said dispute were given due notice of hearing thereon.

The significant events leading to this claim arose on April 3, 1995 when the Carrier provided notice that certain mechanical work performed at Hayne Car Shop, Spartanburg, South Carolina, would be transferred to other locations on the Carrier's rail system. The Carrier's notice provided, in part, that any employee adversely affected within the meaning of the New York Dock conditions would be allowed the benefits provided therein. Because the Carrier and the Organization were unable to reach an Implementing Agreement, the disagreement was submitted for arbitration. The arbitration resulted in an Award finding that the Implementing Agreement submitted by the Carrier would be imposed.

Pursuant to the Imposed Implementing Agreement, the Claimant bid on and was awarded a Carman position. In lieu of moving benefits to which the Claimant was entitled under New York Dock, he chose to receive a $10,000.00 lump sum relocation allowance. Subsequent to his transfer, the Claimant asked to receive the monthly protective allowance provided under New York Dock protective conditions. The Claimant believed that he was entitled to an allowance because he moved in excess of 120 miles and he would be forced to work different shifts.

The Carrier denied the Claimant's request because he had obtained a position through the normal exercise of his seniority and because he was not placed in a worse position.

This Board lacks jurisdiction to resolve disputes arising under the New York Dock conditions, because New York Dock contains its own arbitration provision. This same issue has been addressed and resolved, as here, on many occasions in the past. See, for example, Fourth Division Awards 4293, 4912, 4667, 3353, and 2095.

AWARD

Claim denied.

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ORDER

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) not be made.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Dated at Chicago, Illinois, this 18th day of May 1998.

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Exhibit
HH

ARBITRATION COMMITTEE

In the Matter of Grievance	
Between	
Transportation - Communications International Union	OPINION AND AWARD
And	Pursuant to Article I, Section II, of New York Dock Conditions
Kansas City Southern Railway Company	ICC Finance Docket No. 32167
	Case 3

Hearing Date: October 20, 1999

Place of Hearing: Kansas City, Missouri

Members of the Committee:

Carrier Member: John S. Morse

Organization Member: Phillip T. Trittel

Neutral Member: Eckehard Muessig

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BACKGROUND

In November 1992, an application was filed with the Interstate Commerce Commission ("ICC") by the Kansas City Southern ("KCS" or "Carrier") railroad for control of MidSouth Rail Corporation ("MSRC"). The acquisition was approved in June 1993 (Finance Docket #32167) and, under the terms of the acquisition, New York Protective Conditions ("New York Dock") were imposed.

Pursuant to Article 1, Section 4 of the New York Dock Conditions, an Implementing Agreement ("Agreement") was consummated between the Carrier and the Transportation - Communications Union - Allied Services Division/155 ("TCU" or "Organization) on March 20, 1998. The Agreement was made to cover the transfer of work from the MSRC at Bossier City, Louisiana, to the KCS facilities at Shreveport, Louisiana.

STATEMENT OF THE CASE

There are eight claims before the Board. The Organization contends that the Carrier's refusal to pay Lump Sum monetary benefits to the Claimants violated Section II of the Agreement.

ISSUE TO BE DECIDED

The Organization, in its submission to the Arbitration Committee, stated the "Question at Issue" as follows:

(1) Did the Carrier violate the terms of the March 20, 1998 New York Dock Implementing Agreement when it refused to compensate Claimants B. S. Boyette, J. W. Hennen, A. D. Johnston, H. H. Jones, D. J. Riddle, H. D. Rubio, S. H. Wilson and P. E. Webb their LUMP

HH-2

SUM moving benefits outlined in Section II(e) (3) NOTE and (4) NOTE of the Agreement?

(2) If the answer to question No. 1 is in the affirmative, shall the Carrier now be required to pay the Claimants listed above their LUMP SUM Moving Benefits claimed?

The Carrier, in its submission, provided a Statement of Claim which reads as follows:

March 20, 1998 - New York Dock Implementing Agreement - moving expense benefits, Section II(e)(3) and (4) - MidSouth Employees- Bossier City, List of Claimants:

1. B. S. Boyette, Sr.
2. A. D. Johnston
3. J. W. Hennen, Jr.
4. H. H. Jones
5. D. J. Riddle
6. M. D. Rubio
7. S. H. Wilson
8. P. E. Webb

Thus, simply stated, the question is whether the Carrier properly applied Section II(e)(3) Note and (4) Note of the Agreement to the facts and circumstances of these eight (8) claims.

IMPLEMENTING AGREEMENT PROVISIONS MAINLY APPLICABLE

Section II of the Agreement provides as follows:

(e)(1) A MRC Clerk who is required to transfer to another location, which requires a change of residence, as a result of this transaction shall be reimbursed for all expenses of moving his household goods and other effects and for traveling expenses of himself and members of his family, including living expenses for (sic) himself and his family and his own actual wage loss during the time reasonably necessary for such transfer and for a reasonable time thereafter, (not to exceed seven (7) working days), used in securing a place of residence in his new location.

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Movement of household goods and other personal effects shall not be undertaken prior to the time the Carrier involved shall have had the opportunity to review the manner in which the employee intends to accomplish such movement and in no event shall the Carrier assume any liability for such movement prior to the time the Carrier has approved the methods or means of accomplishing the movement. Charges for warehousing of any household goods or personal effects while such household goods and personal effects are in transit or otherwise will be borne by the Carrier for a period not exceeding thirty (30) consecutive days, or thirty (30) days in the aggregate, provided such warehousing is necessary in the circumstances.

(2) In addition to such benefits, the employee shall receive a transfer allowance of one thousand dollars ($1,000.00). Arrangements will be made for advance of this sum upon request of the employee after arrangements have been completed for movement of household goods or personal effects pursuant to this subsection.

(3) In the event the employee elects to drive his own personal automobile, not in excess of two (2) automobiles, when making such transfer from his former residence to his new residence, he will be paid the actual mileage between such points at thirty-two and one-half cents ($.325) per mile for use of his personal automobile. Advance arrangements shall be made by the employee with his employing officer before other transportation is used. In determining the mileage to be compensated for, the most direct and practicable highway route will be used as the basis.

NOTE: The employee may, in lieu of all benefits contained in Section II(e)(1), II(e)(2), and II(e)(3), accept a lump sum payment of seven thousand dollars ($7,000.00) if the employee does not own a home or twelve thousand dollars ($12,000.00) if the employee owns a home.

(4) In addition to the above relocation benefits, an employee who is required to change his place of residence as a result of this transaction shall be entitled to the benefits provided in Article 1, Section 12, of NYD (Attachment C).

NOTE: An employee who owns his home (primary residence), or was purchasing it prior to December 30, 1997, may, in lieu of the benefits specified in Article I, Section 12, of NYD (Attachment C), accept a lump sum payment of fifteen

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thousand dollars ($15,000.00). It is understood that an employee electing this lump sum payment must actually move his primary residence to be eligible for this lump sum.

(5) If the employee voluntarily exercises seniority to a position outside District No. 3 prior to the expiration of a twelve (12) month period, he will be required to repay any lump sum payments received under this Agreement.

POSITION OF THE PARTIES

The following is believed to be an accurate abstract of the parties' substantive positions in this dispute. However, the absence of a detailed recitation of each and every argument or contention advanced by the parties in this Grievance does not mean that these were not fully considered by the Board.

THE ORGANIZATION'S POSITION

As noted above, the Organization contended that the Carrier violated the cited provisions of the Agreement when it failed to pay the moving expense options of the named Claimants. It pointed out that it is undisputed that the Claimants were affected by a New York Dock transaction and were required to change their place of residence.

Moreover, the Organization contended that the Carrier now has changed its position as to what evidence was required when employees, who took a Lump Sum payment, changed residences from various locations in Mississippi to the Shreveport, Louisiana, area. In the past, all that the Carrier required from an employee was proof of home ownership. The only other requirement, at that time, was that the employee not voluntarily exercise seniority to another position outside the district to which he or

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she transferred for a period of twelve (12) months. If seniority was voluntarily exercised within the twelve (12) months, the Lump Sum payment had to be returned to the Carrier.

The Organization further contended, with respect to the previous point, that the language of Section II(e)(5) of the Agreement is the same as the language used in previous Agreements. It submitted that in the past, both parties agreed that they did not want to be "bothered with the hassle of moving receipts," monetary loss in the sale of home issues, disputes over fair market value of property, etc. It was for this reason that the "Lump Sum" provisions were added to the Agreement, in the hope that the employees would take them.

The Organization, in further support of its basic contention, relies on a taped conversation with certain Claimants and Carrier officials on April 20, 1998, at which time a canvass was taken to determine which employees intended to transfer with their work to Shreveport, and which ones intended to be separated. In response to a question from an employee who asked what needed to be done to receive the $12,000 and $15,000 Lump Sum payments, a Carrier official responded that he would have to move from his permanent residence, move his household goods to Shreveport "or somewhere in Louisiana to receive the transfer allowance and then the sale of your house or loss of your home is the $15,000." Upon a further question, whether the home had to be sold "to get the $15,000?", a Union official responded, "You don't have to sell your home, you just have to move your place of residence and your furniture to Louisiana." This comment by the Union official was not refuted or corrected by the Carrier at the time.

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Therefore, the Organization contends this exchange provided further support to its position that the Carrier had expanded its criteria.

The Organization now argues the Carrier is demanding all types of records in an effort to force the Claimants to show they changed their residence. In its submission, it discussed the details of each claim and the proof submitted by the Claimant. For example, it referred to tax returns, deeds, W-4 certificates, drivers' licenses, voter registration cards. It also provided examples in its submission to support its claim that, in many instances, the Carrier required new and additional information on a day-to-day basis.

Moreover, the Organization argued and provided examples of what it claims are inconsistencies in how the Carrier applied its criteria to the various Claimants, when it required them to show a change of residence. In other words, evidence required of one Claimant was not required of another.

The Organization also contended that, even if a Claimant did not own a home, there would be an entitlement to the $7,000 Lump Sum payment pursuant to the provisions of the Note to Section II(e)(3) because the employees were required to transfer to the KCS in Shreveport, LA and change their residences. This Lump Sum was payble in lieu of all other expenses, e.g., mileage, time off, storage of furniture, movement of household goods, etc. Thus, the Organization argued, even if the Carrier showed that the Claimant did not change his or her "primary residence," in accordance with the Note to Section II(e)(4), the Claimant would be entitled to the $7,000 under the Note for Section II(e)(3).

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Lastly, the Organization provided a rationale to support its claim that the Arbitral holdings relied upon by the Carrier are not on point to the facts and circumstances of these claims.. Moreover, the Organization has also provided an analysis to support its claim that Award No. 6 of Public Law Board 4848 is on point and supports its position in this case.

In summary, the Organization contended that it has conclusively shown that each of the Claimants has changed their "primary" place of residence to the Shreveport, LA area and, therefore, the claims must be sustained. The Organization stated that its position is supported by the meaning and application which has been given to similar language in the past when changes of residence were required.

THE CARRIER'S POSITION

The Carrier's position is well summarized in its letter to the Organization dated August 11, 1999. That letter, in pertinent part, stated:

> Section II.E(3) and (4) of the March 20, 1998 Implementing Agreement requires more than "a change in place of residence." The agreement requires an employee to actually move his primary residence to be eligible for the lump sum payments. This issue was one of the topics discussed during the parties' initial meeting on January 27, 1998. We discussed how some of the BOC clerks were living in temporary living quarters because they were not allowed moving allowances in 1995. The Organization specifically asked if these employees would receive benefits under the BOC Implementing Agreement. The KCS's positionn was that if the employee, after the date of the Agreement, goes back and actually moves his family to the Shreveport area establishing a permanent and primary residence they would be entitled to the moving allowances.

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> A genuine change in residence means that the employee must follow a course of conduct that demonstrates that the employee not only intends but also actually does take up permanent residence with their family at the new work location. ...

The Carrier pointed out that the basic purpose of the Agreement's provisions was to motivate employees to relocate permanently. It is to the Carrier's advantage, as well as the employees', to spend time off close to their work area, in this case, Shreveport, rather than driving time-consuming and long distances, often on rural, country roads, to get to and from work.

The Carrier contended that the cases here involve employees living in a rural environment who are willing to commute long distances to preserve their long-time, primary residences. The Carrier maintained that the Claimants have set up "fictional" residences in Louisiana, electing to commute to their primary residences in Mississippi on their off days and on holidays. It argued that maintaining an apartment or trailer for part-time living is not an actual change in residence as contemplated by the provisions of the Agreement.

To support its position, the Carrier has provided a number of Arbitral Awards which, it submits, are on point with the facts and circumstances of this case. In addition, it has provided its analysis of each of the claims before the Board and a rationale as to why they should not be sustained.

In summary, the Carrier claims that the Organization has not met its burden of proof. It requests the Board to deny the claims because the Claimants have not

moved their families and "actually" established their primary residences in the Shreveport area.

FINDINGS AND OPINION

The issue in this case is whether the eight (8) Claimants "actually" moved their "primary residence" within the meaning of Section II of the Implementing Agreement.

The Carrier, in its brief, and in much of its correspondence, has inserted the word "permanent" before the word "primary." This linkage, which goes to "domicile," is not supported by the record. As properly noted by the Organization, Section II(a)(3) Note and (4) Note do not refer to the term "permanent". These sections only refer to "primary residence." According to the ordinary dictionary meaning,, the word "primary" means occurring first in time or sequence, first in order, or chief. In turn, this means that the Claimants do not have to sell their home, and that they can have two "residences" and still be eligible for the Lump Sum payments at issue here.

Obviously, reasonable people may disagree on how the word "primary" should be understood in the context of this particular Agreement and the facts and circumstances of the eight cases now before the Board. The Awards cited by the Organization and by the Carrier to support their respective positions, while helpful, do not interpret the specific language contained in the Agreement before us which must be applied to the claims here. However, they do address the process of a "change of residence" and the evidence considered by past Arbitral bodies to show whether a change of residence has been "temporary" or "permanent" in nature.

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Nonetheless, it is also instructive, indeed necessary, to examine why the parties agreed to the Agreement of March 20, 1998. Clearly, as is the norm when New York Dock labor protective conditions have been imposed, the parties agree to a procedure on how to handle the sale of homes (if applicable), moving expenses, the transfer of actual work, positions and employees who wish to follow the work. These kinds of negotiations result in Implementing Agreements. Obviously, a major element of these Implementing Agreements focuses on personal matters associated with movement of employees to a new geographic work location. In this dispute, Section II of the Implementing Agreement was developed to deal with those personal issues.

The Carrier and Organization, when each signed the Agreement, agreed that Lump Sum payments could be taken in lieu of reimbursement for individual expenses, such as selling of home, movement of household goods, etc., associated with a change of residence. The purpose of the Lump Sum option was to simplify the administrative steps and paperwork needed when New York Dock benefits had been applied. However, if an employee elects to take the Lump Sum payment, this does not mean that the Carrier may not require satisfactory evidence, as applicable, to show that the actual primary residence has been changed.

What has unnecessarily complicated the eight cases before the Board is that the Carrier did not have specific guidelines as to what kind of evidence the employees needed to show a change of their primary residence. Indeed, the Organization had every right to object on how these recent cases were handled initially by the Director of Transportation Service, when he approved Lump Sum payments on the same basis as

in the past, i.e., upon providing evidence that the employee had a new address, owned a home, that household goods had been transferred to the new address, a rental or lease agreement, and a W-4, etc. It appears that five (5) employees were paid Lump Sums generally on the basis of providing this kind of information. However, when information surfaced which suggested that some of the Claimants did not actually change their primary residence, the Carrier initiated a more extensive review of each of the subsequent claims. For example, it was found that two employees shared an apartment and their spouses remained in Mississippi.

We have carefully considered the Carrier's procedures. We find that the Carrier had a proper basis to begin a more detailed review process of each of the claims, even though it was not done in a particularly sound manner. The thrust of the option for Lump Sum payments was to make it easier and faster for all parties to conclude the reimbursement process. However, that reduction in paperwork does not mean that the Carrier cannot require submission of credible proof of change in primary residence..

Turning then to the criteria that should be applied in evaluating each of the claims, the Board is guided by the Awards cited by the parties. Clearly, the basic notion of "what" is right, not "who" is right, should underlie any award in these cases. What is fair and comports with the intent of New York Dock requires that employees should not suffer a financial loss for job events not under their control. This basic concept is critical to any resolution of this case. And, lastly, the reasons underlying the

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formulation of Section II of the Implementing Agreement must be considered in this matter.

Accordingly, the facts and circumstances of each of the eight Claimants must be examined in the context of the elements noted above. When the parties signed off on the Agreement which stated that, "It is understood [the employee] must actually move his primary residence to be eligible for [benefits]," there is strong, perhaps even compelling, evidence that the parties meant that the substantive elements that make up a primary residence would be present in the new residential location.

The stated language does not require a sale of a home or the purchase of another home at the new location. If this were so, the parties would have stated it in the Agreement. On the other hand, it is not reasonable to construe the language of the Implementing Agreement in a fashion that the intent of the parties would result in an absurdity. It clearly makes no sense for the Carrier to agree to Lump Sum payments when a Claimant has not qualified for such payment by moving his or her primary residence.

Moreover, one action, standing alone, normally may not constitute proof of an actual change of primary residence. For example, merely obtaining a new post office box address is not proof of change of primary residence. Each case must be examined in terms of the people occupying the current primary residence in Mississippi and their relationship to each other. The notion that the newly claimed primary residence in Louisiana must adequately mirror the circumstances of the former primary residence or, stated differently, the evidence that the family members now live in the new residence

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normally would be one major indication that the primary residence has been changed. This normally would mean that spouses continue to live together, with their children; that the children now attend school near the primary residence; that correspondence and bills are sent to the new primary residence, etc.

If the only change for a married Claimant is that he or she now lives in Shreveport, has a Louisiana driver's license, voting registration, etc., while his or her family remains in a Mississippi residence, while the children attend school there, while the bills and correspondence continue to be sent there, then there is little or no proof that the primary residence has actually changed.

The Organization argues that in many families both husband and wife work, and it is not illogical for the one to remain at the original residence. However, this misses the point. No more relevant or true words were ever spoken than, "Home is where the heart is." Thus, as a general rule of thumb, the chief characteristic of a "primary residence" is the presence of the family and its possessions, including the pots, pans, clothing, recreational and sports paraphernalia, household tools and other goods all too numerous to specifically identify here. Good evidence of a change of "primary residence," therefore, ordinarily would include a bill of lading from a moving company to show that an employee's household chattel had been removed from one place and taken to another.

Depending on the circumstances of each case and, perhaps more importantly, in the exercise of sound managerial judgment, other kinds of satisfactory evidence

might include evidence that children followed their parents (rather than, perhaps, staying in the former home under the care of a relative), changed schools and had new pediatricians; that an employee became a registered voter in the new community (rather than voting by absentee ballot from the old place of voting); that the family dog had a new license and a new veterinarian; that the automobile registrations and insurance were changed; that the Postal Service was advised of a change of address and forwarded the employee's mail to the new location; that the employee had the new address on his or her new driver's license, library card, check cashing card, credit cards and other financial records; that the family boat had a new registration, and, for example, that life, dental, health and other insurance used the new address. These examples are not intended to be exhaustive. They are intended merely to illustrate the kinds of evidence that a reasonable mind would accept as proof of a change in an employee's "primary residence." Other cases might include other kinds of evidence, but each case must be judged on the basis of the relevant evidence and the consistency of that evidence. In every case, evidence establishing "intimate local ties" must be carefully weighed before making a determination adverse to an employee.

As to the question of consistency, a major criticism of the approach taken here might lie along the line that some employees, even though they may have moved their families and chattel to the new location, nevertheless did not sell their old houses at the prior location and may even intend to retire there at some unspecified future time. However, nothing in the Agreement precludes this arrangement, as we noted

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earlier, provided that the employee actually moved his "primary residence" as evidenced by the establishment of "intimate local ties" at the new location. As we noted at the outset of this discussion: "Home is where the heart is." And, on a day-to-day basis, an employee's "primary residence" is that place where his or her life is focused, rather than some temporary, makeshift place of mere convenience, devoid of "intimate local ties."

Turning now to each of the Claimants, the Board, after a careful review of the evidence provided, holds as follows:

1. B. S. Boyette, Sr.	Claim Sustained
2. H. H. Jones	Claim Sustained
3. J. W. Hennen, Jr.	Claim Sustained
4. A. D. Johnston	Claim Sustained
5. D. J. Riddle	Claim Sustained
6. H. D. Rubio	Claim Denied
7. P. E. Webb	Claim Sustained
8. S. H. Wilson	Claim Denied

AWARD

The claims are resolved as stated above.

John S. Morse	Eckenard Muessig	Phillip T. Trittel
Carrier Member	Neutral Member	Organization Member

Dated: 1-26-2000

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THE KANSAS CITY SOUTHERN RAILWAY COMPANY

Emerson Bouchard
Vice President - Labor Relations

114 West Eleventh Street
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Fax: (816) 983-1686
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John S. Morse
Director of Labor Relations

Kathleen A. Alexander
Director of Labor Relations

January 7, 2000

Mr. Eckehard Muessig
Neutral Member
3450 N. Venice Street
Arlington, VA 22207

Dear Mr. Muessig:

This will confirm our telephone conversations and my request for an executive session to discuss the Arbitration Committee's proposed opinion and award, which was issued following the hearing on October 20, 1999. You requested that I submit a written summary of my views before we have our discussion. While I will be candid in expressing my views, I emphasize that we want a final, fair and equitable resolution of the case and we want the Committee to pay our employees what the agreements intended to provide for them. We intend our comments to be constructive and helpful to the Arbitration Committee. We share a common purpose of correcting potential problems that could cause the dispute to live on beyond the final award.

The statement of the case, which appears on pages 1–4, seems quite on target. None of the claimants are claiming actual moving expenses or loss in the sale of their homes. However, the statement does not distinguish the two lump sum payments that are at issue. The first is stated in Section II (e)(3) Note:

> *The employee may, in lieu of all benefits ["...expense of moving his household goods..."] accept a lump sum payment of seven thousand dollars ($7,000.00) if the employee does not own a home or twelve thousand dollars ($12,000.00) if the employee owns a home.*

The second lump sum payment, Section II (e)(4) Note, applies only to homeowners who move their primary residence and elect to retain responsibility and ownership of their original homes. It contains key qualifying language, which is critically important to the outcome of this case:

> *... It is understood that an employee electing this lump sum payment must actually move his **primary residence** to be eligible for this lump sum. (Emphasis added, underline in the original)*

In its summary of the Organization's position, the Board portrays the union's claim as contesting the Carrier's refusal to pay "moving expense options" but it does not mention New

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York Dock Article 1, Section 12 loss in the sale of home benefits or the lump sum in lieu spelled out in the note under (4). Most of the language in the summary concerns moving expense lump sum benefits, as expressed in the last paragraph of page 6 of the proposed award.

The first mention of the key language impacting on the second half of the claim seems to be in the summary paragraph on page 7:

> *In summary, the Organization contended that it has conclusively shown that each of the Claimants has changed their "primary" place of residence to the Shreveport, LA area and, therefore, the claims must be sustained.*

As the neutral states in its summary of the Carrier's submission, the Carrier drew no distinction between the threshold requirements to receive payments under the notes to (3) and (4). The Board ends its statement of the Carrier's position as follows:

> *In Summary, the Carrier claims that the Organization has not met its burden of proof. It requests the Board to deny the claims because the Claimants have not moved their families and "actually" established their primary residences in the Shreveport area.*

The focus of the union's case was to seek two lump sums totaling $27,000 because claimants "incurred" moving expenses. The carrier focused on the lack of evidence to justify a conclusion that claimants changed primary residences. In the findings and opinion, the Arbitration Committee states the issue is whether the eight claimants "actually" moved their "primary residence" within the meaning of Section II of the Implementing Agreement.

A key finding appears on page 11:

> *... We find that the Carrier had a proper basis to begin a more detailed review process of each of the claims, even though it was not done in a particularly sound manner. ... However that reduction in paperwork does not mean that the Carrier cannot require submission of* ***credible proof*** *of change in* ***primary residence.*** *(Emphasis added)*

Another key finding appears on page 12:

> *Accordingly, the facts and circumstances of each of the eight Claimants must be examined in the context of the elements noted above. When the parties signed off on the Agreement which stated that, "It is understood [the employee] must actually move his primary residence to be eligible for [benefits]," there is strong, perhaps even compelling evidence that the parties meant that the substantive elements that make up a primary evidence would be present in the new residential location.*

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What is puzzling about this quote are the substitutions in brackets, which seem to alter the actual language of the agreement. The language, "actually move his primary residence" appears in (4) note only. It actually states:

> *It is understood that* ***an employee electing this lump sum payment*** *must actually move his primary residence to be eligible* ***for this lump sum.*** *(Emphasis added)*

The point is employees must clearly establish that they changed their residences to qualify for either benefit, but there is a much more stringent requirement to qualify for the $15,000 benefit as the actual quoted portion of the agreement demonstrates.

The Board correctly states thereafter on page 12 that:

> *... it clearly makes no sense for the Carrier to agree to Lump Sum payments when a Claimant has not qualified for such payment by moving his or her primary residence.*

The Board then lists what it finds to be the key criteria in evaluating each of the claims, ***i.e.*** whether the employee "actually" moved their "primary residence" [Statement of issue, page 3].

What stands out to us are the following two points: (1) "One action, standing alone, normally may not constitute proof of an actual change of primary residence." (2) "... as we noted earlier, provided that the employee actually moved his "primary residence" ***as evidenced by the establishment of "intimate local ties" at the new location.*** As we noted at the outset of this discussion: "Home is where the heart is" And, on a day-to-day basis, an employee's "primary residence" is that place where his or her life is focused, rather than some temporary, makeshift place of mere convenience, ***devoid of intimate ties."*** (Emphasis added)

Clearly, the bottom line is that the neutral rejected the union's argument and strongly upheld the carrier. What concerns us is that the Arbitration Committee sustained and denied individual claims without any explanation. As the case now stands, the award appears incomplete. The primary question is whether the Committee held, as it should, that the union has the burden of proof that the claimants met the neutral's criteria. Second, in what way did the individual claimants meet the Committee's insistence that a primary residence "is that place where his or her life is focused, rather than some temporary, makeshift place of mere convenience, devoid of "intimate local ties". Frankly, looking at the record and the union's obligation to prove its case, we cannot see how the Board can distinguish the two it denied from the six it sustained unless it intended to award each claimant $12,000 instead of $27,000.

While the Board states that there has been a careful review of the evidence provided, we do not think the union provided any evidence in the record that any spouses lived with any of the claimants. On the contrary, the union relied solely on its argument that spouses need not live with the claimants who were domiciled in makeshift temporary places of mere convenience. The Board rejected that argument:

> *The Organization argues that in many families both husband and wife work, and it is not illogical for the one to remain at the original residence.*

H H-20

*However, this misses the point. **No more relevant or true words were ever spoken than, "Home is where the heart is"** (Emphasis added)*

We have no quarrel with the guiding principles set forth at the bottom of page 11: (1) "Home is where the heart is" [the reasons underlying the formulation of Section II of the Implementing Agreement must be considered]. (2) The "basic notion of "what" is right is the underlying principle of this award" and (3) "What" is fair and comports with the intent of New York Dock requires that employees should not suffer a financial loss for job events not under their control. The union should be required to produce evidence to show that each spouse/family has been, in fact, living with each claimant in a new primary residence. The Board should also identify the criteria that each claimant has met from the evidence in the record. Clearly, each incurred some expense in moving or commuting, but the agreement clearly does not support a finding that each person should receive a full $27,000 unless there is clear evidence that the stringent requirement in (4) Note has been met.

In our review of the record, we see some cases where there is uncontested data suggesting claimants "incurred" some moving expenses, but we see nothing to justify a finding that anyone changed their primary residence. Thus, the Board should specifically deny the $15,000 lump sum in all the cases. However, since this is not a Railway Labor Act arbitration, where the Board functions solely as an appellate body confined to the record, the Committee has another option. This is a *de novo* proceeding and this Arbitration Committee has full powers to hear all relevant evidence and to seek additional evidence if there is not sufficient evidence available to render a fair decision. In fairness to the union and the claimants, the Carrier will not offer objection if the Arbitration Committee finds it is necessary to order a hearing to obtain all relevant evidence of an "actual move", based on the criteria the neutral has established in the proposed award. Such action is consistent with a longstanding judicial practice of having two proceedings, one to resolve questions of law and one to establish the facts in light of the findings of law. It is far better to have a sound record to support sound conclusions than to leave an incomplete record subject to collateral attack.

We ask the Arbitration Committee to either hold that claimants have not proven that they are due the $15,000 under (4) Note or order a hearing to determine their eligibility on the basis of the criteria the Committee has established.

We request an executive session to discuss these ideas as soon as possible.

Yours very truly,

John S. Morse

John S. Morse
Director of Labor Relations

CC: Philip T. Tittel

HH-21

ARBITRATION COMMITTEE

In the Matter of Grievance Between Transportation - Communication International Union And Kansas City Southern Railway Company	:	INTERPRETATION

BACKGROUND

On October 20, 1999, an Arbitration Committee composed of:

Carrier Member:	John S. Morse
Organization Member:	Phillip T. Trittel
Neutral Member	Eckehard Muessig

met to adjudicate eight (8) claims for lump sum moving benefits of Carrier's Bossier City Clerks.

Pursuant to Article 1, Section 4 of the New York Dock Conditions, an Implementing Agreement ("Agreement") had been consummated between the Carrier and the Transportation-Communications Union - Allied Services Division/155 ("TCU" or "Organization") on March 20, 1998. The Agreement was made to cover the transfer of work from the MSRC at Bossier City, Louisiana, to the KCS facilities at Shreveport, Louisiana.

The majority, following the hearing, sustained six (6) of the eight claims. The Carrier member, simply stated, has asked for greater specificity as to the evidence used to support a sustaining award for the six (6) Claimants.

INTERPRETATION

Certain observations are in order with respect to the factors and events that influenced the final Award. After the parties had agreed to an Implementing Agreement, a canvas was taken on April 21, 1998 to determine which employees wanted to separate from the service

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or transfer with their work to Shreveport. Mr. Donald Johnston, Organization Representative, and Mr. Marcus Burns, Carrier Representative, both were at Bossier City, LA to handle the canvas. Mr. John Morse ("Morse"), Carrier Representative, and Mr. Phillip Trittel ("Trittel"), Organization Representative, were in communication with Johnson and Burns via a conference call to answer questions. The calls were tape recorded. Relevant to the final decision in this matter was a question asked by employee B. D. Mangum. He asked: "What I was wanting to know was, first thing was what are the provisions to get the $12,000 and $15,000?" "Have they set an definite guidelines what we must do to receive them?" Morse was asked to answer the questions. Morse asked Mangum where his home was at that time. Mangum told him it was in Vicksburg, Mississippi. Morse asked if that was the address he used to file his 1040 tax return. Mangum responded: "Yes sir, that is my permanent address." Morse then said: "Okay, you will have to move from that permanent address. Move your household goods to Shreveport or somewhere in Louisiana to receive the transfer allowance and then the sale of your house or loss of your home is the $15,000." Mangum then asked: "Are we required to sell our home to get the $15,000?" Trittel responded: "You don't have to sell your home, you just have to move your place of residence and your furniture to Louisiana." The Carrier representatives did not dispute Trittel's answer.

Subsequently, Mangum furnished an apartment lease agreement, a W-4 form changing his address and a U-Haul Truck Rental Agreement to show he moved some belongings. He was paid $27,000. The Carrier subsequently also approved the payment of $27,000 to Messrs. W. H. Andrews, Guy Creekmore and Joe Dan Rushing. These persons essentially provided little more evidence than that which was used for the Mangum approval. The Carrier early on did not have printed detailed criteria that it would use. Indeed, the record shows that Burns, as the Director of Transportation Service, accepted basic statements as to the change of primary residence, i.e., lease agreements, mobil home leases, and similar documentation. The Carrier's action established, as well as our Award, that it was not necessary to sell a home to show that an employee moved his primary residence from Mississippi.

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I also must note that the Carrier, on July 21, 1999, offered to pay the following Claimants, B. S. Boyette, A. D. Johnston, H. H. Jones, D. J. Riddle and P. E. Webb, if the Organization would withdraw the remaining claims. The Organization did not accept the offer. I gave no weight to this offer because it was made without prejudice to the Carrier's position. However, since greater specificity has been requested, the Carrier, by making this offer, also recognized that the Claimants had a supportable basis for their claims.

With respect to each of the Claimants whose claim was sustained, I found that the evidence submitted by the Organization in Exhibits H, (Boyette), I, (Hennen), J, (A. D. Johnston), K, (H. H. Jones), M, (H. D. Rubio) and O, (P.E. Webb) was credible. I found that the information provided by each of these employees met or exceeded the level of proof or documentation which had been supplied by the Claimant whose claims already had been approved by the Carrier.

In retrospect, we should point out that the Award merely provided examples of the many kinds of factors, documents or other materials which would establish a change in an employee's permanent residence. It was not the intent of the Award to suggest that each kind of proof we mentioned need be applied. We furnished "examples" of the kinds of documents a reasonable mind would accept as credible and adequate.

The Chairman found himself in agreement with the Organization when it objected to the "shifting criteria" used to decide the claims as they were being processed by the Carrier. The problem which arose were primarily created by the Carrier which did not set at the outset clear and unambiguous standards by which it would make its decisions. Had the Carrier established clear standards in the beginning, based on the kinds of examples set forth in the Award, and had the Carrier applied these standards in a consistent manner, the issues would have been settled early on.

In summary, I found the evidence submitted by the Organization for six (6) of the Claimants to be credible and consistent with the examples in the Award.

Eckehard Muessig
Neutral Member

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Exhibit
II

AGREEMENT BETWEEN UNION PACIFIC RAILROAD (UP)
AND THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS (BLE)

Whereas the BLE and various Carriers represented by the National Railway Labor Conference (NRLC) (including UP) have entered into a tentative agreement;

Whereas the aforementioned tentative agreement is presently subject to ratification by the BLE before it can become effective;

Whereas the BLE and UP have also reached certain other tentative agreements, listed below and attached hereto;

Whereas it is the intention of the parties that such other agreements, listed below and attached hereto, only become effective if and when the agreement between the BLE and those Carriers represented by the NRLC is ratified and becomes effective;

It is agreed:

1. The BLE and UP have reached tentative agreement on the following agreements, copies of which are attached hereto:

   (a) System Agreement - Discipline Rule

   (b) System Agreement - Claim Handling Process

   (c) System Agreement - Instructor Engineers

   (d) System Agreement - Peer Training

   (e) System Agreement - Weight on Drivers

   (f) System Agreement - Extra (Undisturbed) Rest

   (g) System Agreement - Without Fireman Payment

   (h) System Agreement - Compensation Delivery

2. The above-listed agreements will become effective only if and when the agreement between the BLE and the various Carriers represented by the NRLC is ratified and becomes effective. In that event, the above listed agreements will become effective on the same date as the BLE/NRLC Agreement.

II-1

Signed this 21 day of March, 1996

B. D. MacArthur - BLE

L. A. Lambert - UP

D. E. Penning - BLE

A. T. Olin - UP

M. L. Royal, Jr. - BLE

J. M. Raaz - UP

D. L. Stewart - BLE

Approved:

M. A. Young - BLE

J. J. Marchant - Sr. AVP - UPRR

Approved:

R. Dean - VP - BLE

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Attachment (b)

SYSTEM AGREEMENT - CLAIM HANDLING PROCESS

In an effort to provide a method for a condensed and more expedited process of handling time claims, it is agreed that all time claims after ratification of this Agreement shall be handled as follows:

1. All time claims must be presented in writing by or on behalf of the employee involved, to the officer of the Company authorized to receive same, within sixty (60) days of the date of the occurrence on which the claim is based.

2. Should any time claim be disallowed, the Carrier, within sixty (60) days from the date same was filed, must notify the employee or his representative in writing of the reason(s) for such disallowance.

3. If a disallowed claim is to be appealed on behalf of the employee, such appeal must be in writing within sixty (60) days from receipt of the notice of disallowance.

4. Within sixty (60) days of the date of the appeal, the highest Labor Relations Officer authorized to handle such claim must notify the employee's representative in writing of his/her decision to reject this appeal.

5. Within one-hundred-eighty (180) days of the date of the rejection of the appeal, the B.L.E. 's highest designated officer to handle such claims must list this claim, in writing, for conference with Labor Relations.

6. Within sixty (60) days of the Time Claim Conference, Labor Relations must send a final rejection letter of such claim to the B.L.E.'s highest designated officer to handle such claim.

7. Within one-hundred-eighty (180) days of the date of the final rejection letter after Conference, the highest B.L.E. officer designated to handle such time claims must list the claim before a tribunal having jurisdiction pursuant to the law or agreement.

8. If either party fails to comply with a time limit contained in this agreement, the claim shall be allowed (if the carrier's failure) or withdrawn (if the organization's failure). Claims so disposed of shall not be considered as a precedent or a waiver of the contentions of either party as to other similar claims.

9 All rights of the Claimant involved in continuing alleged violations of the Agreement shall, under this rule, be fully protected by continuing to file a claim for each occurrence (or tour of duty).

II-3

10. This rule recog[illegible]es the right of the representatives of the Organization party hereto to file and prosecute claims for and on behalf of the employees they represent.

Note 1: It is understood the time limits set forth in this Rule may be extended by mutual agreement of the parties.

Note 2: The use of the term "in writing" in this Rule includes the use of electronic or computer-based delivery or transmission methods.

Note 3: The parties agree all claims submitted prior to the effective date of this Rule will continue to be handled in accordance with applicable rules or procedures previously in effect. All claims submitted on or after the effective date of this Rule will be handled in accordance with this Rule.

Q-1: What does the term "list the claim" in Section 7 mean?

A-1: In "listing) the claim", the Organization must either docket the claim to a Public Law Board in accordance with applicable National Mediation Board rules and procedures or file an ex parte notice of intent with the First Division, NRAB.

Q-2: Does this rule apply to claims under Labor Protective conditions?

A-2: Yes, unless the labor protective conditions provide for different time limits or procedures.

II-4

Exhibit
JJ

Award 15678
Docket 27574

NATIONAL RAILROAD ADJUSTMENT BOARD

FIRST DIVISION

39 South La Salle Street, Chicago 3, Illinois

Conductors-Trainmen Supplemental Board, with Referee Mart J. O'Malley

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PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD TRAINMEN

ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY—
(Eastern Lines)

STATEMENT OF CLAIM: "Claim that Engine Foreman E. C. Utz should be reimbursed in the amount of 378 miles, same being the amount deducted from his pay check covering the period July 29 to October 22, inclusive, 1946."

JOINT STATEMENT OF FACTS: Yardman E. C. Utz, Middle Division, on dates of claim held assignment as pilot on burro crane operating in the Newton, Kansas, yard. The character of this work required that the pilot prepare a daily work train report. A comparison of trip tickets submitted by Yardman Utz developed that he was claiming, and had been paid for 20 minutes more time daily, at the end of his tour of duty, than the yard engineer assigned to the same burro crane. Investigation with Yardman Utz developed this 20 minutes represented time consumed by him walking from point where he went off duty to the switch shanty where yardmen register on and off duty, and making out time slip and work train report. Deduction of the payments made for this 20 minutes additional time was made from Yardman Utz' pay on the first half November 1946 pay roll.

POSITION OF EMPLOYES: It is the position of the Committee that the Carrier is obligated under Schedule Rules to pay for all time consumed in the performance of work required of an engine foreman at the rate specified for a minimum day's work and punitive rate at time and one-half for all time worked in excess of eight hours as indicated in Articles VIII and IX of the Yardmen's Agreement, which read:

"Article VIII.

Except when changing off where it is the practice to work alternately days and nights for certain periods, working through two shifts to change off; or where exercising seniority rights from one assignment to another; or when extra men are required by schedule rules to be used, all time worked in excess of 8 hours continuous service in a 24 hour period shall be paid for as overtime, on the minute basis, at one and one-half times the hourly rate. This rule applies only to service paid on an hourly or daily basis and not to service paid on mileage or road basis.

This rule is effective April 10, 1919."

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"Article IX.

Eight hours or less shall constitute a day.

Yardmen shall be assigned for a fixed period of time which shall be for the same hours daily for all regular members of a crew. So far as it is practicable assignments shall be restricted to eight hours work."

You will note according to the Statement of Facts Yardman Utz made claim on his time tickets for all time worked in excess of eight hours from July 29 to October 22, inclusive, 1946 and it was not until November 12, 1946 that the superintendent notified Mr. Utz that there would be a deduction of 378 miles from his pay check the last half November, 1946. This act, on the part of the Carrier's representative, is an injustice to employes and violates the provisions of the Yard contract, Article XXVII, which reads:

"When for any reason the time claimed by time slips is not allowed, or if the time slip is not made out correctly they will be returned within ten (10) days and the reason given therefor.

If a pay check is short eight hours or more, a discharge check will be issued covering the shortage, on request."

The Carrier will no doubt attempt to rely on the case covered by Western Train Service Board's decision Number 2991. The case originated on this property but, in our opinion, the facts in this case, which resulted in decision Number 2991 are not analogous to the instant claim. We say this for the reason that in the instant case the work performed by Yardman Utz was a regular daily routine and a portion of the duties assigned to him daily, whereas in the case resulting in Award 2991 the claimant claimed additional pay when required to make out a personal injury report.

We feel that this case deserves an affirmative award.

All facts and supporting data have been handled in correspondence and were discussed in conference March 11, 1949 between the Carrier and the employes' representative.

Oral hearing is not desired unless requested by the Carrier.

POSITION OF CARRIER: As will be noted from the Joint Statement of Facts it was discovered when comparing the trip tickets turned in by Yardman Utz with those submitted by the yard engineer, both of whom were assigned in work service with the burro crane working in the Newton yard, that Yardman Utz claimed and had been paid twenty minutes more time daily than the yard engineer. Yardman Utz was requested to explain this apparent discrepancy, which he did in letter addressed to Division Superintendent H. G. Arnold under date of October 30, 1946, copy of which is attached and identified as Carrier's Exhibit "A". The additional time claimed was, in his own language, for "walking to switch shanty making out time slip & making out work train reports."

Yardman Utz went off duty on each of the dates of the claims at First Street, where the burro crane was stored, then walked to the switch shanty where he registered off duty and made out his time slip and Work Train Report, Form 957-Std. A typical work train report filled out by Yardman Utz is attached and identified as Carrier's Exhibit "B", from which it will be obvious that the rendition of the report would require only a negligible amount of time to complete, even if all of it were made out after completion of work.

The major portion of the additional twenty minutes' time claimed daily by Yardman Utz was consumed in walking from the point where he went off duty, at First Street, to the switch shanty where the yardmen's register book

JJ-2

is located, a distance of approximately 1400 feet. No compensation can properly be claimed for this as Article VI(g) of the Yardmen's Schedule reading as follows:

> "Yard crews shall have a designated point for going on duty and a designated point for going off duty, and they will not be required to walk farther than one-half mile to get to and from such designated points where register, bulletins and lockers are maintained.
>
> NOTE:—This rule does not apply to an extra man until he has started to perform service with the crew to which assigned."

provides that the off-duty point may be a maximum of one-half mile from the point where register book, bulletins and lockers are maintained.

The question of additional compensation for time consumed by yardmen rendering work train reports following completion of tours of duty has been disposed of on this property by Decision No. 1164 of the Train Service Board of Adjustment for the Western Region, the decision being that:

> "This is in effect a request for a new rule and the case is, therefore, dismissed for lack of jurisdiction."

This case covered claims of an engine foreman for time consumed in making out work train reports after his crew was tied up. The same principle is affirmed in Train Service Board Decisions Nos. 893, 1163, 2094, 2203, 2991 and 5750. Attention also is directed to Awards Nos. 8007, 8100 and 10784 of the First Division, National Railroad Adjustment Board, which denied the claims of engine foremen for additional compensation for performing clerical work, and particularly to Award No. 256 wherein the Board, in a case arising on this property, ruled:

> "This Division is without authority to change rules or practice as to relief at end of service period."

The rendition of work train reports when work service is performed is as much a part of the duties of the yard pilot or engine foreman as registering on and off duty and the filling out of trip tickets. There is and always has been a certain amount of clerical work attached to the positions of engine foremen and yard pilots, and this work has always been done by these employes as an ordinary part of their regular duties without payment of additional compensation therefor.

In respect to Article XXVII of the Schedule, cited by the Employes, it is only necessary to call attention to the fact that it is a long-established practice to make adjustments of under and overpayments in allowances, regardless of the elapsed time, when such errors are discovered or called to attention and, throughout the years, innumerable adjustments in favor of yardmen have been made under such circumstances. Article XXVII refers to "when for any reason the time claimed by time slips is not allowed." In this case the time claimed on the time slips was allowed, the timekeeper in making the original payments to Yardman Utz doing so on the basis that the trip tickets were made out correctly and that the time as claimed was valid, there being nothing on the trip tickets to indicate that additional time was claimed beyond the time Yardman Utz went off duty at the regular off-duty point. When it was discovered that Utz had included on his trip tickets the time consumed in walking from the point where he went off duty to the switch shanty, in direct violation of Article VI(g) of the Schedule, heretofore quoted, and also time spent in making out work train report, time slip and registering off duty, he was immediately notified that deduction of the obvious overpayment would be made from his earnings on the November 1946 payroll.

Since the Employes have now injected Article XXVII of the Yardmen's Schedule into this dispute, the case presents two questions: (1) Was Yard-

JJ-3

man Utz entitled to the 20" additional time claimed daily at the end of his tour of duty, and (2), After this obviously improper allowance had been discovered was it proper for the Carrier to deduct the overpayment from his wages. Without receding whatsoever from its position that the additional time claimed was improper and when discovered that it was properly deductible, the Carrier nevertheless requests that the Board treat on each of these questions in its consideration of the case.

There being no rule, agreement, understanding or past practice that would call for or justify the payment of the additional compensation claimed in this case, the claims of Yardman Utz can only be considered as constituting a request for a new rule, and as such should be denied.

All data in support of the Carrier's position has been made available to the Organization.

Oral hearing is waived.

(Exhibits not reproduced.)

FINDINGS: The First Division of the National Railroad Adjustment Board, upon the whole record and all the evidence, finds that the parties herein are carrier and employe within the meaning of the Railway Labor Act, as amended, and that this Division has jurisdiction.

Hearing was waived.

This claim involves twenty minutes a day for sufficient time to equal, in effect, 378 miles. The period was from July 29, 1946 to October 22, 1946.

Whether or not an employe must be paid for the incidental work of making reports and walking to the point where such report must be delivered is a question that has been decided both ways. The circumstances attending the particular service may have had some effect as a cause of divergent decisions. This referee has on at least one occasion determined that making reports is a part of the duties of some individuals and if it is necessary to make such reports after the end of the shift, the employe must include the necessary time as a part of that shift and be paid on a continuous basis.

Here, there is an additional factor. The pertinent rule is to the effect that timeslips, not approved or incorrect, must be returned in ten days. In this case, the timeslips were first approved and then returned after the ten day limit and a refund taken for their allowance. If the carrier wanted to contest the claim for making reports and walking to the reporting office, its employes who passed on these timeslips should have obeyed the purpose and intent of the rule.

We believe that the return of the slips and the deduction made, were improper because it was too late under the rule.

AWARD: Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of FIRST DIVISION

ATTEST: (Signed) J. M. MacLeod
Executive Secretary

Dated at Chicago, Illinois, this 2nd day of September, 1952.

JJ-4

Exhibit
KK

Edward K. Ivey
210-679-7062



11527 Windtree
San Antonio, Texas 78253

April 3, 2000

Mr. W. S. Hinckley
Union Pacific Railroad
1416 Dodge St. Rm 332
Omaha, NE 68179

Dear Mr. Hinckley,

As discussed in our phone conversation of March 13th, I am submitting the following documents and information to request relocation benefits as prescribed in the North Little Rock / Pine Bluff HUB and merger implementing agreement. I understand that my election herein is in lieu of actual relocation benefits provided under New York Dock.

I accepted a non-agreement position with the Company in August of 1991 and relocated to Omaha, NE. At that time I lived at; 51 Dogwood Park, Jefferson, TX, and worked in the Mineola area. I was transferred to Salt Lake City as Mgr. Oper. Prac. in April 1993, then later transferred to San Antonio, TX as MOP in Nov 1995.

I hold seniority as a locomotive engineer on the Merged TP roster #7. On February 8, 2000 I left the non-agreement position and exercised my seniority in the North Little Rock / Pine Bluff HUB on a prior rights TP position. I am a homeowner that is required to relocate in order to protect my seniority under the HUB agreement and therefore make request for relocation benefits.

I have relocated to Pine Bluff, AR and am presently familiarizing on the territory between Pine Bluff / Big Sandy, and Longview / North Little Rock. I have secured a lease on an apartment in Pine Bluff and am enclosing a copy of the lease document. My home in San Antonio is currently listed with Bradfield Properties, a local realtor. I will forward the sale documents on the home once that transaction is complete. At this time I am enclosing a certified copy of the Warranty Deed and a copy of the Deed in Trust to verify my home ownership.

My new address in Pine Bluff is; 6401 South Hazel, Apt. 506, Pine Bluff, AR 71603. New phone number is (870) 536-6632. You may forward the relocation benefits via electronic deposit which is the normal routing for my paychecks. If you have any questions or require additional information, please contact me at the numbers listed above, or my cell phone (870) 692-8390. All numbers have voice mail.

Sincerely,

E. K. Ivey

E. K. Ivey

KK-1

NORTH LITTLE ROCK/PINE BLUFF HUB
RELOCATION BENEFITS LOCATION

Please accept this as my application for relocation benefits as set forth in Article VII (B) of this Merger Implementing Agreement. I understand that my election herein is in lieu of actual relocation benefits provided under New York Dock. This election must be exercised within three (3) years from the date of implementation of this Agreement. (Except that Option 3 shall expire within five (5) years from implementation). Please check one of the following three options:

☐ Option 1: I am a non-owner and accept a $10,000 allowance in lieu of New York Dock relocation benefits

☑ 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.

If I have accepted Option 3, I understand that I must not only submit "proof of actual relocation" but in addition I must provide "proof of a bona fide sale" of my home at fair value in the form of sale documents, deeds, and filings of these documents with the appropriate agency in order to receive the "in lieu of" allowance.

In addition, I understand that in accepting any of the three options above, I will be required to remain at the new location, seniority permitting, for a period of two (2) years. Please fax or send this completed form to W. S. Hinckley, General Director Labor Relations, 1416 Dodge Street, Room 332, Omaha, NE 68179; fax (402)271-2463.

NAME_____ Edward K. Ivey _____ **SSN**_____ 444-48-9700 _____

SIGNATURE Edward K. Ivey

CRAFT_____ Locomotive Engineer _____

DATE_____ April 3, 2000 _____

OLD WORK LOCATION_San Antonio, TX _ NEW WORK LOCATION_Pine Bluff, AR_

KK-2

	FEDERAL	NON TAX			RR TIER	RR TIER	STATE – LOCAL TAXES
PERIOD	GROSS	ALLOWANCE	NET	FIT	I	II	
CURRENT	20000.00		14400.00	5600.00			
YTD	41075.66			9668.22	1668.21	1068.53	

2338145

CURRENT COMPENSATION			PREV PERIOD	CURRENT MISC DEDUCTIONS			
HRS MIN	TYPE	AMOUNT	ADJUSTMENT	TYPE	AMOUNT	TYPE	AMOUNT
	TRANSFER ALLW	20000.00					
	TOTAL	20000.00					

IMPORTANT:
EMPLOYEE SHOULD DETACH AND
KEEP THIS STUB FOR RECORD

UNION PACIFIC RAILROAD
LABOR RELATIONS
PROGRAM ADMINISTRATION
1416 DODGE STREET, ROOM 332
OMAHA, NE 68179

RESORT
FIRST CLASS

APR 13 00

0027

FCM PRESORTED OMAHA NE 681 APR 20 2000

79350391 U.S. POSTAGE

E Ivey
11527 Windtree
San Antonio TX
78253

AUMB

WARRANTY DEED WITH VENDOR'S LIEN

96- 0023408

Date: February 16, 1996

Grantor: CENTEX REAL ESTATE CORPORATION, A Nevada Corporation

Grantor's Mailing Address (including county):

16500 San Pedro, Suite 402
San Antonio, Texas 78232
Bexar County

Grantee: EDWARD K. IVEY and CYNTHIA A. IVEY

Grantee's Mailing Address (including County):

11527 Windtree
San Antonio, Texas 78253
Bexar County

CERTIFICATE
The page to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office. ATTESTED: 4-3-96
GERRY RICKHOFF
COUNTY CLERK
BEXAR COUNTY, TEXAS
Deputy

Consideration: TEN AND NO/100 DOLLARS and other good and valuable consideration and the further consideration of a note of even date that is in the principal amount of $120,000.00 and is executed by Grantee, payable to the order of RELOCATION FINANCIAL SERVICES, INC.. The note is secured by a vendor's lien retained in favor of RELOCATION FINANCIAL SERVICES, INC. in this deed and by a deed of trust of even date, from Grantee to JOSEPH V. BENEVIDES, JR., Trustee.

RELOCATION FINANCIAL SERVICES, INC., at Grantee's request, having paid in cash to Grantor that portion of the purchase price of the property that is evidenced by the note described, the vendor's lien and superior title to the property are retained for the benefit of RELOCATION FINANCIAL SERVICES, INC. and are transferred to RELOCATION FINANCIAL SERVICES, INC. without recourse on Grantor.

Property (including any improvements):

Lot 20, Block 1, THE BLUFFS OF WESTCREEK UNIT 1, situated in Bexar County, Texas, according to plat thereof recorded in Volume 9529, Pages 148-149, Deed and Plat Records of Bexar County, Texas.

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Reservations From and Exceptions to Conveyance and Warranty:

Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded instruments, other than liens and conveyances, that affect the property; taxes for the current year, the payment of which Grantee assumes.

Grantor, for the consideration, receipt of which is acknowledged, and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and

appurtenances thereto or any wise belonging, to have and hold it to Grantee, Grantee's heirs, executor, administrators, successors or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

When the context requires, singular nouns and pronouns include the plural.

CENTEX REAL ESTATE CORPORATION, A Nevada Corporation

CERTIFICATE
The page to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office. ATTESTED: 4-3-96
GERRY RICKHOFF
COUNTY CLERK
BEXAR COUNTY, TEXAS
By _____ Deputy

BY: _____
PATRICK BIBB
Division Controller

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF BEXAR §

This instrument was acknowledged before me on February 16th, 1996, by PATRICK BIBB, Division Controller of CENTEX REAL ESTATE CORPORATION, A Nevada Corporation, on behalf of said corporation.

DAVID D. MIRMELLI
Notary Public, State of Texas
My Commission Expires
NOV. 29, 1998

_____
Notary Public, State of Texas

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PREPARED IN THE OFFICE OF:

David L. Ricker
114 W. Glenview, Suite 205
San Antonio, Texas 78228

AFTER RECORDING RETURN TO:

Edward and Cynthia Ivey
11527 WIND TREE
San Antonio, Texas 78253

INITIAL HERE

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Any provision herein which restricts the sale, rental, or use of the described real property because of race is invalid and unenforceable under Federal law.
STATE OF TEXAS, COUNTY OF BEXAR
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Records of Real Property of Bexar County, Texas on:

FEB 21 1996

COUNTY CLERK BEXAR COUNTY, TEXAS

Filed for Record in:
BEXAR COUNTY, TX
GERRY RICKHOFF, COUNTY CLERK

On Feb 20 1996

At 2:40pm

Receipt #: 200375
Recording: 5.00
Doc/Mgmt : 6.00

Doc/Num : 96- 0023408

Deputy -Catherine Revilla

CERTIFICATE
The page to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office. ATTESTED:

GERRY RICKHOFF
COUNTY CLERK
BEXAR COUNTY, TEXAS
BY: _____ Deputy

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Gerry Rickhoff

COUNTY CLERK — BEXAR COUNTY

BEXAR COUNTY COURT HOUSE
SAN ANTONIO, TEXAS 78205

C E R T I F I C A T E

STATE OF TEXAS §

COUNTY OF BEXAR §

I, GERRY RICKHOFF, COUNTY CLERK OF BEXAR COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS, NOW IN MY LAWFUL CUSTODY AND POSSESSION AS SAME APPEARS OF RECORD FILED IN:

VOLUME 6671 PAGE 0494-0496

IN TESTIMONY WHEREOF, WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE GIVEN IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS, ON THIS 3 DAY OF April A.D., 2000

GERRY RICKHOFF
COUNTY CLERK
BEXAR COUNTY, TEXAS

BY: Lilah Gonzalez
Deputy County Clerk

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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AFTER RECORDING MAIL TO

Relocation Financial Servi , Inc.
120 Longwater Drive
Norwell, MA 02061

LOAN NO. 641301

[Space Above This Line For Recording Data]

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on February 16, 1996 . The grantor is Edward K. Ivey and Cynthia A. Ivey

("Borrower").

The trustee is Joseph V. Benevides, Jr.
whose address is 120 Longwater Drive, Norwell, MA 02061 ("Trustee").
The beneficiary is Relocation Financial Services, Inc., mortgage banker,
which is organized and existing under the laws of the Commonwealth of Massachusetts, and whose address is
120 Longwater Drive, Norwell, MA 02061 ("Lender").
Borrower owes Lender the principal sum of One Hundred Twenty Thousand Dollars and
no/100 Dollars (U.S. $ 120,000.00). This debt is
evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly
payments, with the full debt, if not paid earlier, due and payable on March 1, 2026 . This Security
Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals,
extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7
to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements
under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in
trust, with power of sale, the following described property located in Bexar
County, Texas:

Lot 20, Block 1, THE BLUFFS OF WESTCREEK UNIT 1, situated in Bexar County, Texas, according to plat thereof recorded in Volume 9529, Pages 148-149, Deed and Plat Records of Bexar County, Texas.

which has the address of 11527 WIND TREE [Street] , San Antonio [City] ,
Texas 78253 [Zip Code] ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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RESIDENTIAL RENTAL AGREEMENT

THIS AGREEMENT is made this 28 day of March, 00 by and between Hazel Ridge Apartments, L.L.C., acting as agent for the owners of Hazel Ridge Apartments (hereinafter referred to as "Lessor"), and _____ (hereinafter referred to as "Lessee") For and in consideration of the covenants herein contained, and the rental herein set forth, Lessor, hereby leases and lets to Lessee on the terms and conditions hereinafter set forth the following property:

APARTMENT NO. 506, located at Hazel Ridge Apartments (hereinafter referred to the "Property"), Pine Bluff, Arkansas 71603, for a term beginning on the 4TH day of April, 2000, and ending on the 31 day of March, 2002

$541.58 April Prorated

THIS RESIDENTIAL RENTAL AGREEMENT SHALL HEREINAFTER BE REFERRED TO AS THE "LEASE", AND THE APARTMENT AND ALL AREAS THEREOF RESERVED TO THE USE OF LESSEE MAY BE REFERRED TO AS THE "DEMISED PREMISES."

OCCUPANTS: 1. It is agreed that the following parties and *no others*, shall live in the demised premises during the term of this Lease: Ed K Tvey Lessor may permit, entirely at Lessor's option, by supplemental written agreement, the addition of the name(s) of other persons or the substitution of names for any set forth in this paragraph. Applicable law shall govern this permission and all persons whose names are substituted or added shall be deemed thereby to be in full agreement with all of the terms of this Lease as provided herein. Lessee agrees that no occupancy restrictions or other regulations concerning persons in the demised premises shall be exceeded or violated at any time, and it shall be Lessees' full and sole responsibility to assure compliance in this respect.

RENT: 2. Lessee agrees to pay to Lessor a monthly Rental Amount ("rent") consisting of $ 625.00 per month plus all applicable charges, fees, and penalties, in advance on or before the first day of each calendar month, during the term of this Lease and all extensions thereof. Lessor may deem the rent unpaid, for any purpose permitted to Lessor, if the rent is not paid in full before the second (2nd) of the calendar month. All sums payable by Lessee under the terms of this Lease shall be payable to Lessor at the office of Lessor, or at such other location as may be designated by Lessor. No partial payment of rent or charges shall be accepted and no cash payment is permissible at any time. If the Rental Amount has not been paid in full by the fifth (5th) day of the month, Lessee agreed to pay a twenty dollar ($20.00) late charge on the sixth (6th) day, plus an additional two dollars ($2.00) for each successive day thereafter until the full Rental Amount has been paid, including all accrued charges and penalties. Effectively, there is no proration: if Lessee remains in the demised premises after the 5th of the month, for any reason, Lessee will be held responsible for the amount of that full month's rent. This is an administrative charge and does not constitute double rent or interest. Lessor assumes no responsibility for notifying or reminding Lessee that a rent payment is due, and full and unlimited responsibility for making and confirming payment shall be Lessee's. Should two (2) rent payments be received later than the fifth (5th) day of the month within any running 12-month period, a 5-day Notice to Vacate may be issued immediately and eviction proceedings shall then begin, subject to the provisions hereinbelow, regardless of any other policy Lessor may apply concerning late payment. This strict policy shall be continued until twelve (12) full months shall have elapsed without late payment.

In the event Lessee's check for rent payment is not honored *for any reason* on presentation to the bank, or upon investigation, it is determined that insufficient funds exist to cover the amount of the payment, no further personal checks shall be accepted from Lessee. The fee for a returned check will be twenty dollars ($20.00) which will be in addition to the rent and all other applicable charges, and this and other fees shall be deemed unpaid in all respects until the full amount of the payment shall have been deposited successfully to Lessor's account.

GENERAL: 3. Lessee shall not assign this Lease to any party, or sublet the demised premises in whole or in part. Lessee shall use the demised premises for private residential use only. Lessee shall maintain the demised premises in good order and shall not engage in or permit any unlawful activity therein, or on any part of the Property.

4. Lessee shall not store flammable or dangerous materials or allow such material, anywhere on the Property, nor, while anywhere in or on the Property, do, perform, or suffer any act or thing deemed hazardous on account of fire or accident, or any act which might result in any forfeiture or cancellation of insurance coverage. Grilling on porches and patios is prohibited. Lessee shall not do, or permit to be done, anything on the premises which obstructs or interferes in any way with the rights of other residents or in any way injures or annoys them in a way not explicitly protected by applicable law, or which conflicts with any applicable rules and ordinances of any governmental agency.

5. Lessee shall take active good care of the demised premises and all furnishings and fixtures and permit no abuse thereof, and shall promptly report by telephone and in writing to the manager or other agent of Lessor whenever any equipment, fixture, or portion of the demised premises is out of repair. Upon demand, Lessee shall promptly reimburse Lessor for any and all damages due to negligence or misuse on the part of Lessee, or his or her family, servants, agents, guests, or other persons whom Lessee has permitted to be in or about the demised premises (hereinafter jointly and severally described as "Assigns"), during the term of this Lease. Upon termination of this Lease, Lessee shall deliver up the demised premises to Lessor in good condition, excepting only natural deterioration from reasonable use thereof. Lessee specifically accepts the conditions of the demised premises at the commencement of this Lease as satisfactory for all purposes of Lessee. The signed Move-in/Move-Out Form shall serve as the basis for the determination of the condition. Lessee accepts the demised premises in "as-is" condition without warranties.

6. Lessee shall make no alterations, additions, improvements, or repairs to the demised premises without prior written consent of Lessor (except that written consent may be waived for repairs in emergency situations, as determined by Lessor and at Lessor's option.) If such consent is given, all work shall be done in a satisfactory and workmanlike manner by licensed contractors, specifically approved by Lessor in writing, using first-grade materials, and the work may be subject to inspection, approval, or termination by Lessor at any stage of its progress. All alterations, additions, and improvements shall become and remain the property of the Lessor, without any payment of any kind to Lessee, and shall remain upon and be surrendered with the premises at the termination of this Lease. Lessee agrees not to drive any nails or screws into, paint,

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or otherwise alter, deface or damage in any way the walls, woodwork, floors, ceiling, plastering or other part of the demised premises or Property. Lessee expressly agrees that no air-cooling or circulation device shall be installed or placed in any window or other external area of the demised premises. Lessee shall erect no external or visible antenna of any type. No exterior decorations or ornaments shall be permitted.

7. If the furnishing of any service, such as heat, hot water, or television, shall cease by reason of accident, labor strike, necessary repairs, or improvement or alteration of any part of the physical plant or structures, or by reason of any cause beyond the control of Lessor, the obligations of Lessee under this Lease shall not be affected thereby, nor shall any claim accrue to Lessee by reason thereof. Lessee shall be responsible for and shall make timely payment of any and all charges incurred for the providing of water, sewer, electricity, cable television, telephone and alarm system services. Lessee shall be required to make any deposits that shall be required by any utility provider and shall pay in a timely fashion all charges incurred for the utility services.

8. Should Lessee or Assigns use any storage area, laundry, swimming or recreational area, parking area or any other facility of the Property in addition to the demised premises, with or without the permission of Lessor, such use shall be entirely gratuitous and wholly at the risk of Lessee and/or Lessee's Assigns. Lessor *shall not be liable in any way* for any injury, loss or damage resulting from such use or activity.

9. Drapes. All drapes installed by Lessee must be lined in white or present a uniform exterior appearance. Existing window blinds shall remain in place.

LIABILITY: 10. Lessor shall not be liable to Lessee or Lessee's Assigns for any damages to person or property caused by the act or negligence of any other Lessee or Assigns. Lessor shall not be responsible for any loss or damage to any property of Lessee or Lessee's Assigns which is at any time located on the Property or in the demised premises, whether due to theft or suffered by reason of fire, water damage, natural causes such as rain or lightning, explosion, or any other cause whatsoever, specifically including, Lessor's negligence. All property of Lessee shall be kept on the property entirely at Lessee's risk, *and it is recommended that Lessee acquire renter's insurance to protect against personal loss.* No water-filled furniture, including waterbeds, shall be permitted.

LOCKS: 11. No security devices or lock shall be installed or modified without the specific written consent of Lessor, and property keys for any and all such devices must be provided to Lessor or Lessor's agent. Any such installation or modification shall be at lessee's expense and keyed to master locks. Lessor shall be provided a key for emergency use. A $15.00 lockout fee will be due to Lessor at the time of the completion of locksmith services. Should an outside contractor be called, the contractor performing the service will determine the cost. Lessee shall be responsible for any charges of whatever type, kind or nature, as are occasioned by the loss by Lessee of any keys furnished to Lessee including lockout fees, locksmith fees, key replacement or changes that are required to be made in master locks. No internal bolts or locking devices are permitted, although a breakable safety chain may be used to ensure privacy. If at any time Lessor deems it necessary to enter the demised premises for purposes of inspection, protection, repair, or enforcement of the provisions of this Lease, and Lessee is not known to be present, the officers, managers or agents of Lessor may enter into or upon the demised premises by use of a master key or other means without being liable to prosecution, claim, or cause of action for damages by reason thereof. Lessee shall be responsible for any and all damages that may result under any circumstances because of Lessee's violation of any provision of this section.

12. If any employee or agent of Lessor renders any service, such as moving automobiles, handling furniture or other property or articles, cleaning, or package delivery, or does any other act or thing whatsoever at the written or oral request of Lessee, whether or not payment is arranged for such service, Lessee agrees to relieve Lessor and hold Lessor harmless in all respects from any and all liability in connection with such service.

BASIC COMMUNITY POLICIES 13. Lessor reserves the sole right to control the method, manner and time of parking anywhere on the Property and to control and limit entry and behavior upon the Property and demised premises by agents, messengers, delivery-men, solicitors, salesmen, or any person not a resident or one of his or her Assigns, to the end that there be a minimum of traffic and confusion on the Property and the rights and privacy of all residents shall be preserved.

14 Parking. No boat, trailer, motorcycle, camper, van or truck larger than 1 ½ ton pick up, or inoperable vehicle of any description, may be parked or left on the premises without the prior written consent of Lessor. All automobiles owned by Lessee must be registered with the Lessor. These automobiles must have a current state motor vehicle license plate. All unauthorized vehicles will be towed away at owner's expense. Further, there shall be a two vehicle limit per unit.

15. Sidewalks, steps, entrances, halls, stairways, traffic areas and other public passages shall not be obstructed, or used for any purpose other than ingress and egress. This specifically applies to loitering and other gatherings.

16. Lessee agrees that the water closet and all other equipment in the bathroom and kitchen shall not be used for any purpose other than that for which they were constructed, and that no obstructive or harmful substances shall be thrown or used therein. Lessee shall be held responsible for the cost of any and all repair of damage resulting from the misuse or neglect of said equipment or from stoppage of any plumbing as a result thereof. Lessee agrees to reimburse Lessor promptly for the full amount of such repair and such reimbursement shall be considered as rent for purposes of billing, payment and continue residence under the terms of this Lease.

17. Lessee shall not install signs, fixtures, antennas, satellite dishes or similar devices on the exterior of the building. Lessee or Lessee's Assigns shall not throw any objects or substances out of the windows or doors, into the hallway or stairwells, into the ventilation system, or anywhere else on the Property; shall not place any object on the outside of the sills of the windows or any other place where said objects may, in the estimation of the Manager, pose a risk to the safety of others in the community or may fall and cause injury or damage; and shall not hang or shake any clothing, curtains, rugs, mops, or like implements, furnishings, or fabric from the windows, doors, balconies, patio fences or

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other external areas of the Property or demised premises. Only designated storage areas shall be used for storage of items. The patio and common areas are not to be considered storage areas.

18. Lessor shall provide receptacles (dumpsters) for garbage and for trash, and Lessee is to take all such material to those receptacles. Lessee shall comply with all Community Policies and Notices established by Lessor as to the time and manner of handling such receptacles, garbage and trash. To reduce the likelihood of annoyance and disease, all garbage shall be tightly enclosed in non-leaking plastic bags or containers before disposal.

19. Lessee shall ensure that all windows, doors and openings to the demised premises are closed tightly against inclement weather, and shall reimburse Lessor promptly for any and all painting and other repair expense which may result from neglect or carelessness in this respect.

20. Lessee and Lessee's Assigns shall maintain order at all times in the demised premises and elsewhere on the Property. Sociable and friendly gatherings are welcome, provided that such gatherings are not boisterous, obscene or objectionable to other residents of the Property. Television, stereo equipment, radios and musical instruments are not to be played at a volume, or time, or in any manner, which is objectionable to any resident or which does not conform to the Community Policies incorporated herein or appended hereto, as may be amended from time to time. Time restrictions on activities which may bother other residents, such as vacuuming, operating washers and dryers, loud conversations, and closing apartment and entry doors loudly shall be made by Lessor, and Lessee agrees to observe these restrictions when made herein when informed by an agent of Lessor. It is understood that any action by Lessee or Lessee's Assigns requiring intervention by Lessor's personnel or by outside agencies including law enforcement shall constitute specific grounds for termination of this Lease. Lessee shall be accorded and provided use of the community club room and exercise room and any other facilities as provided by Lessor subject to the terms and conditions as shall be posted in the areas which terms and conditions may change from period to period and which terms and conditions are incorporated herein and which lessee specifically agrees to abide by as a condition to use and occupancy of the property.

21. Guests. Lessee shall be responsible and liable for the conduct of Lessees or Lessees' Assigns' guests. Acts of guests in violation of this Agreement or Lessor's rules and regulations may be deemed by Lessor to be a breach by Lessee.

22. Lessee shall accept responsibility for the smoke detector and other safety or special equipment provided in the demised premises. If any such equipment is damaged or missing upon inspection subsequent to that conducted at move-in, Lessee shall pay to Lessor a minimum of twenty-five dollar ($25.00) fee for replacement costs or ensure that the damaged or missing equipment is promptly restored or repaired to Lessor's full satisfaction at Lessee's sole expense. Lessor will inspect and maintain these items on a periodic basis, but Lessee is responsible for checking the condition of this equipment regularly and informing Lessor *promptly* if there is any problem or if any maintenance or normal repair is required.

23. Lessor shall have the right to make such reasonable rules and policies in addition to amendment to those stated herein as, in Lessor's sole judgment, may be needed to enhance the cleanliness and orderliness of the Property and the safety and comfort of its residents, or as may be required by outside agencies (including insurance carriers). Lessee hereby agrees to abide by such added or amended rules and policies when notified by Lessor.

PETS 24. No animal or pet of any kind shall be kept in, taken into, or allowed in the demised premises without the prior written consent of Lessor, which may be withheld for any reason except when specifically mandated by the Americans with Disabilities Act (ADA) or other applicable statute(s), and without the signing of a Pet Agreement Form (PAF) which shall act as an addendum to this Lease. All terms and conditions contained in the PAF shall be strictly respected, and any breach thereof may serve as grounds for termination of this Lease. Failure to acknowledge a pet may automatically forfeit all deposits, including the security deposit and summarily terminate this Lease; alternatively Lessor may take any legal actions available to it to summarily remove the pet, at no risk to Lessor, and Lessee shall bear the full cost and responsibility for such removal, including that for injury to personnel. Subject only to the requirements of the Americans with Disabilities Act, no pet of any type shall exceed the weight of 20 lbs. at the time during the term of this lease agreement.

25. All notices and demands authorized or required to be given to Lessee, or which may be necessary hereunder, may be served upon Lessee in person, or by mail addressed to the demised premises, or by notice served by being affixed to or placed at the entry door of the demised premises. The effective date of notification shall be deemed the date the notice is postmarked, or is dated if no postmark is available, or is served.

SECURITY DEPOSIT 26. Lessee has this day made a security deposit with Lessor in the amount of $_____ which shall be used by Lessor, in accordance with and as provided by the provisions of this Lease and, if present, an attached Security Deposit Agreement to, in whole or in part, cover any damages caused by Lessee or Lessee's Assigns. Lessee agrees to maintain the Security Deposit at this level, should it become depleted for any reason. Should Lessee leave the demised premises in such condition that Lessor must incur cleaning and/or repair expenses, the amount of such expenses shall be deducted from the amount of this Security Deposit. The amount of the Security Deposit shall not be deemed the maximum liability of Lessee for damages and/or cleaning expenses, and Lessee shall be responsible for any and all additional amounts required to make the demised premises ready for re-leasing, including the amount of expenses or concessions which must be made to incoming or other residents should the demised premises be unsuitable for prompt habitation. Upon voluntary termination of this Lease, Lessor shall refund any unused portion of the Security Deposit within thirty (30) days, in accordance with the terms of the Security Deposit Agreement. However, in the event Lessee quits the demised premises during the initial term of this Lease, or in any manner contrary to the terms of this Lease, or fails to give a proper Thirty (30) Day Notice of Intent to Vacate on the conditions noted hereinbelow, or violates any applicable provision of this Lease and/or its addenda and attachments, all deposits, including the Security Deposit, will be forfeit to the Lessor. In all instances, Lessee shall be charged a fee of $50.00 which shall be charged against the Security Deposit, which fee shall be for expenses associated with final inspection of the Premises.

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VOLUNTARY TERMINATION OF LEASE; AUTOMATIC RENEWAL

27. If Lessee desires that this Lease terminate on the ending date above listed, written notice must be given at least thirty (30) days before that date; otherwise, this Lease will automatically be renewed on a month-to-month basis. Said written notice shall be given in the form of a Thirty (30) Day Notice of Intent To Vacate, which will be effective on the first (1st) of the month, and must therefore be filed no later than the first of the month *preceding* the month in which the resident desires to leave. Failure to provide written notice on these terms will result in forfeiture of all deposits. *Cancellation of a Notice of Intent to Vacate, once filed may be made only with the specific and written approval of Lessor.* Should Lessee not have moved fully out of the demised premises by the fifth (5th) of the effective month for which he or she has given notice, and no written permission to cancel has been granted and filed by Lessor by that date, a full month's rent shall be charged and be payable by Lessee under the no-proration charge provision of Section 2 above. Lessor may require Lessee to sign a new Lease at the beginning of any given month, or such other time as Lessor shall direct.

28. If Lessor deems it necessary to increase the rent, Lessor may increase the Rental Amount by giving written notice to Lessee at least thirty (30) days in advance. At that time, Lessee may terminate the Lease, if desired, with the filing of a Thirty-Day Notice of Intent to Vacate, as provided above, or the situation may be discussed with Lessor. After the thirty days of notice have elapsed, the rent increase shall automatically take effect and be binding, unless Lessor shall have taken alternative action and confirm that action in writing. Rent increases shall be made on no terms that violate government regulations.

29. It is the intention of all parties to this Lease to conform to all governmental laws and regulations. All provisions herein, which prove inconsistent with valid laws and regulations at the time any controversy may arise, shall be deemed to provide as required by such laws and regulations. If, for any reason, any provision of this Lease is considered invalid, that provision shall be considered severable from all remaining parts hereof, which shall continue in full force and effect.

30. Failure of any party hereto to exercise any right given by this Lease shall not constitute a waiver of any future exercise of said right.

31. This Lease, whether or not recorded, shall be junior and subordinate to any mortgage hereafter placed by Lessor or other parties on the Property of which the demised premises form a part.

32. It is understood that the term "Lessee" in this agreement shall include the plural, and shall apply to persons both male and female. All obligations of Lessee are several and personal.

33. Failure of Lessee to pay the Rental Amount or any other charges under this Lease, when due, or failure of Lessee to perform or conform to, by deed or omission, any other covenant or obligation of this Lease, shall give Lessor the explicit right to terminate this Lease summarily, collect all rents and charges accrued to the date of such termination, plus all fees and damages sustained, and immediately institute legal eviction proceedings. Should it be necessary for Lessor to employ an attorney or other counsel or agent to enforce or defend Lessor's rights and remedies hereunder, regardless of which party institutes suit, Lessee agrees to pay Lessor a stipulated attorney's fee in the amount of twenty-five percent (25%) of the amount due by Lessee, with a fixed minimum of one hundred dollars ($100.00) together with all other costs of collection. These conditions specifically apply to the month's rent for which Lessee has given Notice of Intent to Vacate as provided hereinabove. In addition, during any time during which Lessee or any of Lessees' Assigns fails to vacate the demised premises completely, after a time or date Lessee is required to quit and deliver up the premises as provided herein, a daily prorated rental equal to twice the highest current rental for a comparable unit shall be charged until the eviction order is granted and upheld and the demised premises shall have been full vacated and collection therefor shall be included in all legal judgments. Should an eviction order be overturned or stopped for any reason, the highest current rental shall be charged, as if a new Lease had been signed at the rate as of the date required for Lessee to quit and deliver up the demised premises, for all months of the eviction process during which Lessee continues in residency of the demised premises, and this higher rate shall apply in all subsequent months of residency until otherwise adjusted by Lessor. Lessor, upon involuntary termination of this Residential Rental Agreement agrees that it will use due diligence to rent the demised premises for the remainder of the unexpired lease term. However, should Lessor, even after exercising due diligence be unable to secure a replacement tenant for all or any portion of the remaining lease term, then and in that event, Lessee shall be responsible for the monthly rental for any such month or part thereof for which Lessor is unable to rent the demised premises.

It is mutually understood between Lessor and Lessee that all the Community Policies attached to or printed upon this instrument, or provided on any signed addendum or other documents applying thereto, shall be, and are hereby made, a part of this Lease, and that Lessee further covenants and agrees that Lessee and Lessee's Assigns shall at all times observe, perform and abide by said Community Policies, and that it is specifically understood that any violation thereof by Lessee or Lessee's Assigns shall be termed and deemed a breach of this Lease.

34. The written terms of this Lease and any addenda thereto constitute the sole and entire agreement between the parties. No oral agreement shall be deemed binding under any circumstances. Only the General Property Manager (GPM) of Lessor has the legal authority to make changes to the terms of this Lease, and any such change applied to the present instrument must be documented fully in writing and signed by the GPM. No representative or agents of Lessor, including but not limited to management and service personnel and employees, may, independent of direction by the GPM modify, waive, or terminate any provision of this Lease without the specific written authorization and approval of the GPM, and such independent modification, waiver, or termination shall then be made in writing, signed by all parties and attached to this instrument to be valid. No representative or agents of Lessor have the authority to make any promise, representation, or agreement which might impose or tend to impose any obligation upon Lessor, the Owner of the Property, or upon Lessor's or Owner's representatives, unless such promise, representation or agreement is made specifically, in writing, and bears the approval, including a valid and original signature of GPM or other competent and empowered senior official of Lessor. No modification contrary to applicable law shall knowingly be made. Lessor may require signing of a new lease, on amended terms, at Lessor's option, at any time, subject only to the provision that such new lease shall bear the ending date of this Lease as its ending date if said new lease is signed on or before the ending date of this Lease as its ending date if said new lease is signed on or before the ending date of this Lease.

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35. Lessee acknowledges by signing this instrument that, in conjunction with the execution hereof, Lessee has paid the Security Deposit and any other deposits and fees required and received a satisfactory receipt therefor; that Lessee has received the necessary information to operate all equipment furnished in the demised premises or otherwise accepts full responsibility for their care and use; and that Lessee has fully read and understood the full text of this Lease, the nature of all details, provisions and covenants herein, and the Community Policies and agrees to comply with the terms of this Lease in every respect.

36. Credit Cards. Lessee authorizes Lessor to charge Lessee's credit card described below for: (a) one month's rent during each 12 month term hereof upon Lessee's direction and (b) without any further direction from or consent of Lessee, all amounts owed by Lessee under this Agreement at the termination of Lessee's occupancy of the demised premises, including rent, late charges, bad check charges, cancellation fees, charges for damage to the demised premises, and re-keying charges.

Credit Card Type: _____ Number: _____
Expiration Date: _____ Name on Card: _____
Resident's Initials: _____

37. Special Stipulations. The following special stipulations shall control in the event of conflict with any of the foregoing:

E. K. Ivey 3-28-2000
SIGNATURE(S) OF LESSEE(S) DATE

_____ _____
SIGNATURE(S) OF LESSEE(S) DATE

HAZEL RIDGE APARTMENTS

_____ 3.28.2000
AGENT FOR LESSOR DATE

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Relocation Benefits for the Hub Merger Implementing Agreement

The following information must be provided, depending upon which Option is selected.

Option 1: Proof of actual relocation. This may take the form of a home or apartment lease or contract to purchase a new home.

Option 2: Proof of actual relocation similar to that stated above for Option 1. In addition it will be necessary to provide proof of current home ownership in the form of a purchase contract, warranty deed, or mortgage papers. If these documents do not contain the property's address, i.e., most only contain a description of the property, also include the most recent tax statement which should have a street address to coincide with the description of the property.

Option 3: In addition to proof of actual relocation, it will also be necessary to provide a bona fide bill of sale of the old home.