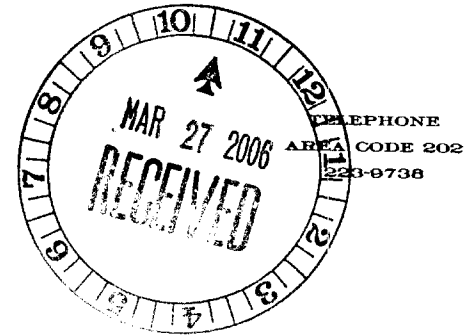


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1025 CONNECTICUT AVE., N. W.
WASHINGTON, D. C. 20036



March 27, 2006

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington DC 20423

Re: Finance Docket No. 32760 (Sub-No. 42); 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).

Dear Mr. Williams:

The Petition for Reconsideration, filed March 20, 2006, by the petitioner in the entitled proceeding, in the reproduction process, deleted two lines, and duplicated one line, on the final pages 20 and 21.

The corrected pages 20 and 21 are attached. It is desired that these corrected two pages be substituted for those in the original and copies.

I regret this inconvenience.

All parties have been served by overnight express mail.

Very truly yours,

Atty. for John E. Grother

little change. Grother was Terminal Superintendent, a traditional railroad operations position, and UP concedes his duties were unchanged when his SRMTO title was substituted for Terminal Superintendent.

3. Grother was Terminal Superintendent. Grother's position of Terminal Superintendent was two (and perhaps three) levels below Division Superintendent. (Supp. Pet., 2/22/05, Appendix 3, V.S. Grother (Job Classification), 2-3; Appendix 7, Tr. 19-21).

Grother's title was changed to UP's SRMTO when the merger was implemented at Tucson, but this was the same job and position he already held with SP. (Supp. Pet., 2/22/05, Appendix 8, 2, 30).

Since Grother's position was Terminal Superintendent under SP, with the identical job with UP as SRMTO after April 16, 1997, he was properly a "subordinate official" and subject to unionization under RLA. Grother therefore qualifies for NYD coverage, under the Seidenberg and other arbitral decisions (including UP's July 18, 2003 letter denying NYD coverage), irrespective of any so-called managerial duties, for the possibility of unionization, and managerial criteria, are in the disjunctive. (Supp. Pet., 2/22/05, Appendix 2; Appendix 9, Ex. 26, 38-39).^{28/}

4. Packard Description of SRMTO Duties. The STB decision recites arbitral findings of Grother statements that he considered himself a manager and "senior officer," with a list of Grother's duties as a UP SRMTO, as described by UP's witness Packard, to conclude that Grother's duties were "managerial," and thus not

^{28/} There is a difference between the STB's decision that Grother's position be subject to unionization, (Decision 3, final para.), and the STB's finding that the arbitral decision would require that Grother's position actually be covered by a union contract. (Decision 3, first full para.).

those of an "employee." The STB errs in using "manager" versus "employee" as the test, as it comes from the Labor Management Relations Act (LRMA), not the RLA, and has been distinguished by the U.S. supreme Court. (Supp. Pet., 2/22/05, 35-37, Appendix 3, 23-27, Appendix 7, 34-35). The term subordinate official includes managers and officers.

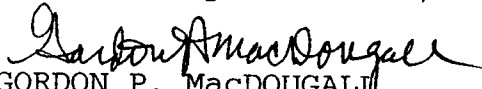
The testimony of Ken Packard as to SRMTO duties was challenged by Grother as not being in effect during early and mid-1997. Mr. Packard came to Tucson in early 1997, but was not sure the UP job duties were in effect in 1997. (Supp. Pet., 2/22/05, Appendix 3, V.S. Grother (Job Classification); Appendix 6, GH-28, 2-6); Appendix 7, Tr. 27-37, 65, 88-89).

CONCLUSION

The Board should review the January 6, 2005 arbitration and grant the appeal from the arbitration decision. The STB should issue a decision in petitioner's favor, finding the NYD conditions applicable to him, and take such other or further action as may be required, including modified procedure or remand.

Oral argument is requested.

Respectfully submitted,


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1025 Connecticut Ave., N.W.
Washington DC 20036

March 20, 2006

Attorney for John E. Grother