

STB

FD-32760 (SUB 39)

7-24-00

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199349

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
ROOM 830
OMAHA, NEBRASKA 68179-0001
FAX (402) 271-5610

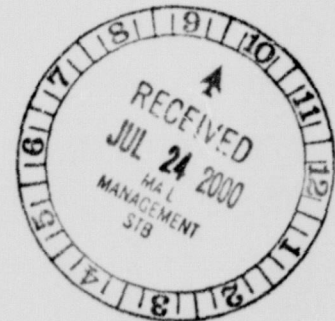
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JUL 24 2000

Part of
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July 21, 2000



VIA UPS OVERNIGHT

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
1925 K Street, N.W.
Washington, D.C. 20423-0001

SUB 39

D

Re: 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
(Arbitration Review - Opinion and Award Issued by
Arbitrator Eckehard Muessig on April 18, 2000)

Dear Mr. Williams:

Enclosed for filing in the above-referenced proceeding are an original and
ten copies of Union Pacific Railroad Company's Reply In Opposition to David E.
Thompson's Appeal Of An Arbitration Award.

Please acknowledge receipt on the enclosed copy of this letter and return
it to me in the stamped, addressed provided for that purpose.

Very truly yours,

Henry N. Carnaby
Henry N. Carnaby
Direct dial: (402) 271-6302
Fax: (402) 271-5610

Enclosures

ORIGINAL

BEFORE THE

SURFACE TRANSPORTATION BOARD

ENTERED
Office of the Secretary

JUL 24 2000

Part of
Public Record

FINANCE DOCKET NO. 32760

SUB 39



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)
New York Dock No. 332, Case No. 3
Opinion and Award Issued by
Arbitrator Eckehard Muessig
on April 18, 2000

UNION PACIFIC RAILROAD COMPANY'S
REPLY IN OPPOSITION TO
DAVID E. THOMPSON'S APPEAL
OF AN ARBITRATION AWARD

Henry N. Carnaby
Room 830
Union Pacific Railroad Company
1416 Dodge Street
Omaha, NE 68179
(402) 271-6302

Attorney for Union Pacific
Railroad Company

UNION PACIFIC RAILROAD COMPANY'S
REPLY IN OPPOSITION TO
DAVID E. THOMPSON'S APPEAL
OF AN ARBITRATION AWARD

I.

INTRODUCTION

The former General Chairman of the St. Louis Southwestern General Committee has filed an untimely appeal from part of an Opinion and Award issued by Eckehard Muessig on April 18, 2000. The matter involves a New York Dock arbitration proceeding between the Brotherhood of Locomotive Engineers ("BLE") and the Union Pacific Railroad Company ("UP") regarding a dispute as to the interpretation of the Memorandum of Agreement between the St. Louis Southwestern Railway ("SSW") and the BLE dated August 1, 1995. The arbitration hearing was held in Washington, D.C. on March 29, 2000. The BLE was represented by its Vice President, D. M. Hahs. The UP representative was Scott Hinckley.

II.

UNTIMELY PETITION

Mr. Thompson failed to file a petition for review within twenty (20) days of the issuance of the Muessig Opinion and Award, as required by 49 C.F.R. Section 115.8. He also failed to file his request for an extension of time within the appeal period.

Mr. Thompson has attempted to justify his untimely appeal by suggesting that he has standing as a party in this proceeding separate and apart from the BLE. Although the Muessig Opinion and Award was served on BLE Vice President D. M.

Hahs shortly after April 18, 2000, Mr. Thompson asserts this notice was not effective in his case since an actual copy of the award was not provided to him until some later date. This argument has no merit since Mr. Thompson has no individual standing separate and apart from the BLE.¹ In addition, the argument has no merit as a matter of equity since Mr. Thompson admits he had notice of the award on May 8, 2000, when he received the arbitrator's fee statement and was informed by both Mr. Hahs and Mr. Hinkley that the award had been issued. Nothing prevented Mr. Thompson from submitting a timely request for an extension within the 20-day appeal period.

Mr. Thompson now asserts that he was notified by telephone on June 12, 2000, that the Board had accepted his request and granted the extension as requested. The UP has never been notified of any such action by the Board and submits that it would be inappropriate in this instance to take any action prior to allowing UP an opportunity to submit its response and consider the arguments raised therein. In addition, Mr. Thompson has never addressed the issue of his standing to pursue an appeal when he is not individually a party to the arbitration proceeding.

STANDARD OF REVIEW

The Union Pacific opposes Mr. Thompson's petition for review. The challenge to the Opinion and Award here does not merit further review. The board has long held that review of arbitration awards is limited to "recurring or otherwise significant issues of general importance regarding the interpretation of [the] labor

¹ In fact, Mr. Thompson has no standing to pursue this appeal as a result of having lost his union position in an election held on July 8, 2000.

protective conditions." Chicago & N.W. Transp. Co. -- Abandonment ("Lace Curtain"), 3 I.C.C. 2d 729, 736 (1987), aff'd sub nom., International Brotherhood of Electrical Workers v. I.C.C., 862 F.2d 330, 335-38 (D.C. Cir. 1988). Review is not available on "issues on causation, the calculation of benefits, or the resolution of factual disputes." CSX Corp. -- Control -- Chessie System, Inc., 4 I.C.C. 2d 641, 649 (1988); See also, Fox Valley & Western Ltd. -- Exemption Acquisition & Operation, 1993 ICC LEXIS 228, *5 (served Nov. 16, 1993); Lace Curtain, 3 I.C.C. 2d at 736. The Board will vacate an award "only when 'there is egregious error, the award fails to draw its essence from [the labor conditions] , or the arbitrator exceeds the specific contract limits on his authority.'" Norfolk & W. Ry. Co. -- Merger, Finance docket No. 21510 (Sub-No. 5) at 304 (served May 25, 1995) (quoting, Lace Curtain at 735); Fox Valley & Western, Infra at *5.

Mr. Thompson merely cites the Lace Curtain standard and concludes that the award fails to meet it. Thereafter his petition ignores the fact that the burden is on a petitioner to demonstrate a basis for review under Lace Curtain. There is no evidence or even argument presented in the petition which could demonstrate that Arbitrator Muessig committed any egregious error. As we show below, the arbitrator did not err, much less egregiously, in the findings set forth in the opinion and award. The interpretation of the meaning of the August 1, 1995 agreement was indisputably within the scope of the arbitrator's authority.

III.

ARGUMENT

There is no foundation for Mr. Thompson's assertion that New York Dock Arbitrator Muessig was "confused" regarding the provisions of Article 1 of the BLE/SSE Agreement and Article 10 of the BLE/SP/SSW Generic Agreement. Mr. Muessig's reference to the preamble of Article 1 in his discussion of Section D of Article 1 is based on a well-accepted contract interpretation principle that contract language is to be read a whole, to-wit:

It is a cardinal rule of contract interpretation that the entire agreement should read as a whole. Every part should be interpreted with reference to all other parts. Effect should be given to the entire general purpose of the agreement.

NRAB Third Division 14702 (TCEU and Chicago, Milwaukee, St. Paul and Pacific Railroad Company)

Mr. Thompson's entire argument is (and was) that Article 1 (D) of the August 1, 1995 Agreement provided that the \$1,950.00 payment given in Sections A, B and C of Article 1 would continue ad infinitum, unless the BLE asserted its Article 10 (superseding Article 7 of the 1991 agreement) rights. However, Mr. Thompson has misread Article 1 (D). Arbitrator Muessig's interpretation of Article 1 is consistent with the plain language of the agreement. Article 1 (D) states, in pertinent part: "The parties agree that the entitlement set forth in Article 7 of the July 1, 1991 Agreement ... continues to exist after January 1, 1998 ..." Thus, the BLE still has the "me too" provisions of Article 7 available to them if they should seek to demonstrate that additional compensation is warranted. Article 1 (D), by its plain language, **does not**

state that the parties agree that the entitlement set forth in this **Article 1** continues to exist after January 1, 1998.

Mr. Thompson's contention on page 11 of its Petition for Review that the Arbitrator misquoted from Article 1 (D) is simply untrue. Review of page 17 clearly demonstrates that the Arbitrator was giving an interpretation of (D) in his own words. While Mr. Thompson alleges that the Arbitrator was really speaking of Article 10, this only emphasizes that Article 1 (D) was in reference to the "me too" provisions of Article 10 (formerly Article 7), not a continuation of the payments provided in Article 1, Sections A, B and C.

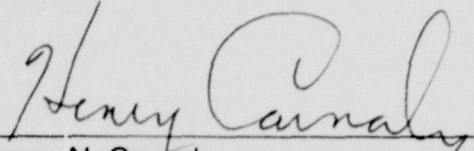
Mr. Thompson has failed to demonstrate that the Arbitrator went "beyond his function and authority in issuing the opinion and award in Case No. 3, Question No. 1 and Question No. 2." It is clear from reading the decision that Arbitrator Muesig acted within the authority granted under New York Dock conditions in rendering his decision.

IV.

CONCLUSION

For the foregoing reasons, Mr. Thompson's petition to review the Opinion and Award should be denied.

Respectfully submitted,



Henry N. Carnaby
Room 830
Union Pacific Railroad Company
1416 Dodge Street
Omaha, NE 68179
(402) 271-6302

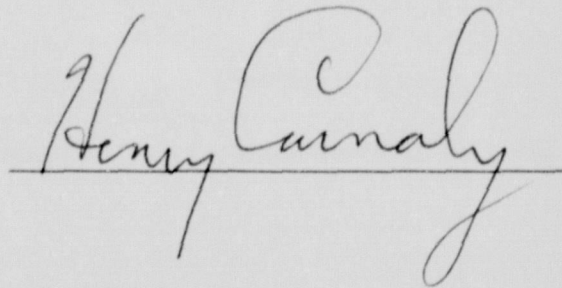
Attorney for Union Pacific
Railroad Company

CERTIFICATE OF SERVICE

I hereby certify that copies of Union Pacific's Opposition to Petitioner's Motion for Extension of Time to Appeal Arbitration Award was served this 21st day of July, 2000, by first class mail, postage prepaid, upon the following:

Mr. D. E. Thompson
General Chairman BLE
414 Missouri Boulevard
Scott City, MO 63780

Mr. Don Hahs
Vice President BLE
1011 St. Andrews
Kingwood, TX 77339



STB FD-32760 (SUB 39) 7-5-00 D 199173

199173

Law Department

UNION PACIFIC RAILROAD COMPANY



1416 DODGE STREET
ROOM 830
OMAHA, NEBRASKA 68179-0001
FAX (402) 271-5610

July 3, 2000

**Via Facsimile (202) 565-9004**

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
1925 K Street, NW
Washington, DC 20423-0001

SUB 39

Re: 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 South Western Railway Company, SPCSL Corp., and The Denver & Rio Grande Western Railroad Company (Arbitration Review - Opinion and Award Issued by Arbitrator Eckehard Muessig on April 18, 2000)

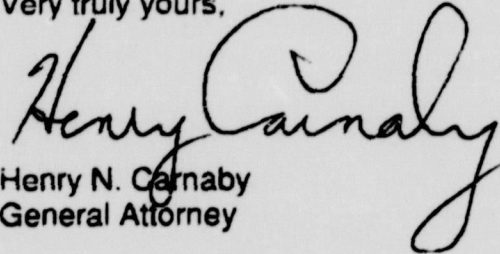
Dear Mr. Williams:

On June 22, 2000, the Union Pacific Railroad Company received the Petition of D. E. Thompson, on behalf of the Brotherhood of Locomotive Engineers, St. Louis South Western General Committee, for review of the New York Dock Arbitration Opinion and Award issued by Arbitrator Eckehard Muessig in Case No. 3 of New York Dock Board No. 332.

Although this award was issued on April 18, 2000, Petitioner failed to file a Petition for Review within twenty (20) days of the issuance of the Opinion and Award, as required by 49 CFR Section 1115.8. Petitioner also failed to file his request for an extension of time within the appeal period. On June 7, 2000 Petitioner filed an untimely request for an extension of time to submit his appeal. The Union Pacific Railroad Company filed a response objecting to the request for an extension of time which was received by the STB on June 16, 2000. To date, no ruling has been received authorizing the Petitioner to pursue this untimely appeal.

Due to a trial scheduled to begin on July 5, 2000, I will not be able to file a reply to the Petition, in the event that the STB allows the Petitioner to pursue this untimely appeal, within the time period specified in the rules. Therefore, I hereby request an extension of 21 days within which to file the reply of the Union Pacific Railroad Company.

Very truly yours,



Henry N. Carnaby
General Attorney

cc: Mr. D. E. Thompson
General Chairman, BLE
414 Missouri Blvd.
Scott City, MO 63780

Mr. Don Hahs
Vice President, BLE
1011 St. Andrews
Kingswood, TX 77339

STB

FD-32760 (SUB 39)

6-16-00

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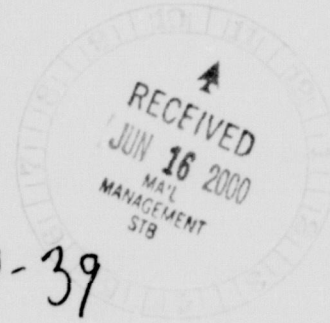
UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
ROOM 830
OMAHA, NEBRASKA 68179-0001
FAX (402) 271-5610



June 15, 2000

199045



VIA UPS OVERNIGHT

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
1925 K Street, N.W.
Washington, D.C. 20423-0001

FD-32760-39

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Railroad Company -- Control and Merger -- Southern Pacific
Rail Corporation, Southern Pacific Transportation Company,
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(Arbitration Review - Opinion and Award Issued by
Arbitrator Eckehard Muessig on April 18, 2000)

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ten copies of Union Pacific Railroad Company's Opposition to David E. Thompson's
Motion for Extension of Time to Appeal an Arbitration Award.

Please acknowledge receipt on the enclosed copy of this letter and return
it to me in the stamped, addressed provided for that purpose.

Very truly yours,

Henry N. Carnaby
Direct dial: (402) 271-6302
Fax: (402) 271-5610

ENTERED
Office of the Secretary

JUN 16 2000

Part of
public Record

Enclosures

ORIGINAL

189045

BEFORE THE
SURFACE TRANSPORTATION BOARD

FINANCE DOCKET NO. 32760



ENTERED
Office of the Secretary

JUN 16 2000

Part of
Public Record

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)
New York Dock No. 332, Case No. 3
Opinion and Award Issued by
Arbitrator Eckehard Muessig
on April 18, 2000

UNION PACIFIC RAILROAD COMPANY'S
REPLY IN OPPOSITION TO
DAVID E. THOMPSON'S REQUEST
FOR AN EXTENSION OF THE TIME
PERMITTED TO APPEAL
AN ARBITRATION DECISION

Henry N. Carnaby
Room 830
Union Pacific Railroad Company
1416 Dodge Street
Omaha, NE 68179
(402) 271-6302

Attorney for Union Pacific
Railroad Company

UNION PACIFIC RAILROAD COMPANY'S
OPPOSITION TO PETITIONER'S MOTION FOR
EXTENSION OF TIME TO APPEAL
ARBITRATION AWARD

Union Pacific Railroad Company ("Union Pacific") hereby opposes the Motion for Extension of Time to Appeal Arbitration Award filed by David E. Thompson ("Petitioner"), on June 7, 2000. The Petitioner's request for an extension of time to appeal the arbitration award is wholly lacking in merit and, therefore, should be denied.

I.

INTRODUCTION

This matter involves a New York Dock arbitration proceeding between the Brotherhood of Locomotive Engineers ("BLE") and the Union Pacific Railroad Company ("UP") regarding a dispute as to the interpretation of the Memorandum of Agreement between the St. Louis Southwestern Railway ("SSW") and the BLE dated August 1, 1995. An arbitration hearing was held in Washington, D.C. on March 29, 2000, before Eckehard Muessig as arbitrator. On April 18, 2000, Mr. Muessig issued an Opinion and Award which was promptly served on BLE Vice President D. M. Hahs and Scott Hinkley, as representative of the UP.

II.

ARGUMENT

Petitioner seeks the Board's review of the Muessig Opinion and Award. However, the Petitioner failed to file a petition for review within twenty (20) days of the issuance of the Muessig Opinion and Award, as required by 49 C.F.R. Section 1115.8.

Petitioner also failed to file his request for an extension of time within the appeal period.

The Petitioner asserts that he is somehow a separate or additional party to the arbitration and entitled to individual notice of the award. There is no support for this assertion. The arbitration proceeding was between the BLE and the UP and the BLE was on notice of the award when it was received by its Vice President D. M. Hahs. The Petitioner has no separate standing in this arbitration which would entitle him to individual notice.

In addition, Petitioner admits that he was aware that Muessig had issued an opinion and award prior to the running of the appeal period. Petitioner admits that BLE Vice President Hahs forwarded the fee statement from Mr. Muessig on May 8, 2000. Petitioner admits he was informed by both Mr. Hinkley and Mr. Hahs that they had received the opinion and award. Although UP disputes Petitioner's claim that he requested a copy of the award from Mr. Hinkley, the mere claim that Petitioner did not have a copy of the actual award does not explain or release him from his obligation to make a timely request for an extension. If, as Petitioner asserts, he was waiting for a copy of the award and opinion, he certainly should have ascertained the date the award was issued and submitted a request for an extension within the 20-day appeal period. Instead Petitioner's request was not submitted until a month after he concedes knowledge of the existence of the award.

If the Board was to grant the Petitioner's untimely request, the UP would be prejudiced to the extent that it has already paid the compensation ordered by the arbitrator. The UP has paid the amounts ordered in reliance upon the finality of the

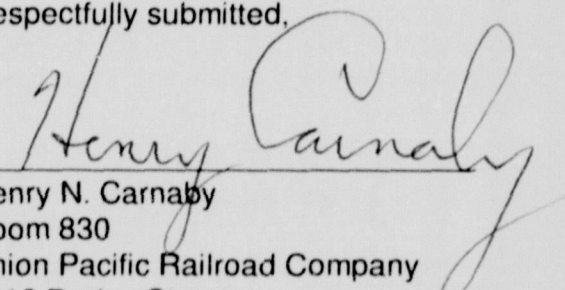
award. Inasmuch as no appeal or timely request for an extension of time had been filed, UP had no basis to withhold payment or seek any stay of the operation of the award. It would be fundamentally unfair to allow Petitioner to file a late appeal to avoid portions of the award he may dislike while having accepted the benefits which flowed from the award.

III.

CONCLUSION

For the foregoing reasons, the Petitioner's Motion for Extension of Time to Appeal Arbitration Award should be denied.

Respectfully submitted,


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Room 830
Union Pacific Railroad Company
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Omaha, NE 68179
(402) 271-6302

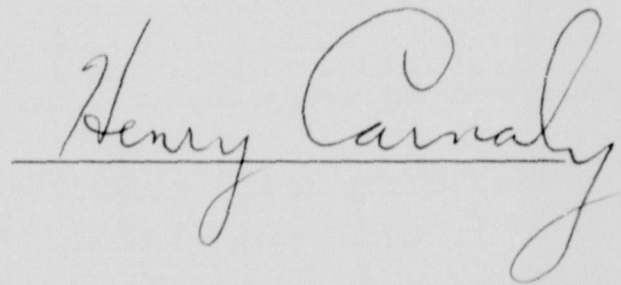
Attorney for Union Pacific
Railroad Company

CERTIFICATE OF SERVICE

I hereby certify that copies of Union Pacific's Opposition to Petitioner's Motion for Extension of Time to Appeal Arbitration Award was served this 15th day of June, 2000, by first class mail, postage prepaid, upon the following:

Mr. D. E. Thompson
General Chairman BLE
414 Missouri Boulevard
Scott City, MO 63780

Mr. Don Hahs
Vice President BLE
1011 St. Andrews
Kingwood, TX 77339

A handwritten signature in cursive script, reading "Henry Canahy", is written over a horizontal line.

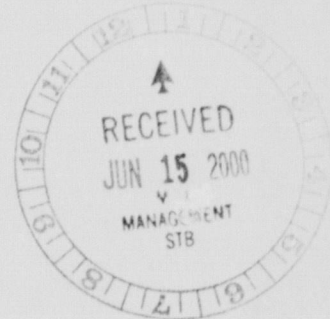
STB FD-32760 (SUB 39) 6-15-00 D 199039

UNION PACIFIC RAILROAD COMPANY

Law Department

1416 DODGE STREET
ROOM 830
OMAHA, NEBRASKA 68179-0001
FAX (402) 271-5610

June 15, 2000



199039

VIA UPS OVERNIGHT

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
1925 K Street, N.W.
Washington, D.C. 20423-0001

FD-32760-39

- 39

ENTERED
Office of the Secretary

JUN 16 2000

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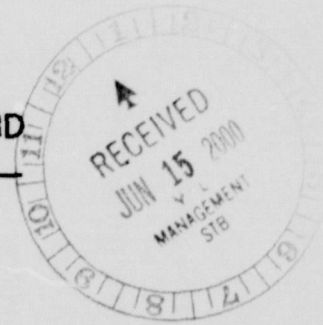
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Enclosures

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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,
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(Arbitration Review)
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REPLY IN OPPOSITION TO
DAVID E. THOMPSON'S REQUEST
FOR AN EXTENSION OF THE TIME
PERMITTED TO APPEAL
AN ARBITRATION DECISION

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Attorney for Union Pacific
Railroad Company

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EXTENSION OF TIME TO APPEAL
ARBITRATION AWARD**

Union Pacific Railroad Company ("Union Pacific") hereby opposes the Motion for Extension of Time to Appeal Arbitration Award filed by David E. Thompson ("Petitioner"), on June 7, 2000. The Petitioner's request for an extension of time to appeal the arbitration award is wholly lacking in merit and, therefore, should be denied.

I.

INTRODUCTION

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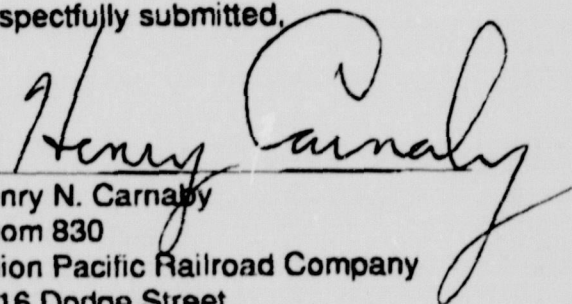
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III.

CONCLUSION

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Respectfully submitted,



Henry N. Carnaby
Room 830
Union Pacific Railroad Company
1416 Dodge Street
Omaha, NE 68179
(402) 271-6302

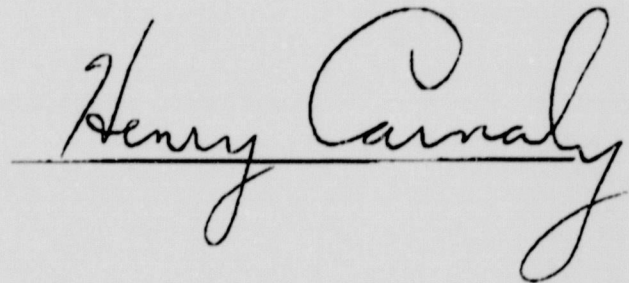
Attorney for Union Pacific
Railroad Company

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General Chairman BLE
414 Missouri Boulevard
Scott City, MO 63780

Mr. Don Hahs
Vice President BLE
1011 St. Andrews
Kingwood, TX 77339

A handwritten signature in cursive script, reading "Henry Carnaly", is written over a horizontal line.

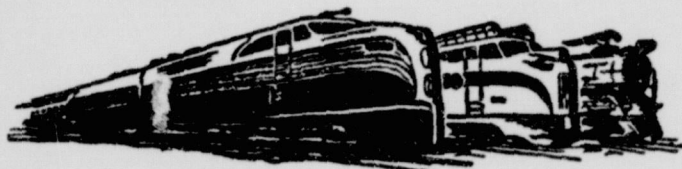
STB

FD-32760 (SUB 39)

6-12-00

D

199014



199014
1

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
detble@clas.net

June 7, 2000

ENTERED
Office of the Secretary

JUN 13 2000

Part of
Public Record



Mr. Vernon A. Williams
Surface Transportation Board
1925 K Street, N. W.
Washington, D. C. 20423-0001

SUB 39

Re: 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 Grand Western Railroad Company

Dear Mr. Williams:

I David E. Thompson, General Chairman, being the Brotherhood of Locomotive Engineers duly designated and authorized collective bargaining representative for the craft of locomotive firemen, hostlers, engineer trainees, and locomotive engineers on the former St. Louis Southwestern Railway Company, agreed to New York Dock Arbitration given a monetary contractual dispute with the duly authorized representative of Union Pacific Railroad Company.

The dispute was listed to New York Dock Arbitration Board Number 332 as Case No. 3 with Mr. Eckehard Muessig as the Arbitrator.

The submissions were presented to Mr. Muessig on March 29, 2000 at the arbitration hearing held at the offices of the National Mediation Board in Washington, D. C.

Mr. Muessig issued his written opinion and award with date of April 18, 2000 and sent copy of the award and itemized statement to BLE Vice President D. M. Hahs and Mr. Scott Hinckley, representative for Union Pacific. For some yet unexplained reason, Mr. Muessig failed to provide this office, which was the moving party and signatory to the submission, a copy of the award.

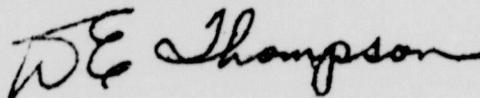
BLE Vice President Hahs forwarded the statement from Mr. Muessig, which was dated April 18, 2000, received in this office on May 8, 2000 (copy enclosed).

This office was informed by Mr. Hinckley and Mr. Hahs that they had received the opinion and award. We attempted to contact Mr. Muessig and received voice message stating he would be out of office for a period of time. As per the voice message, we sent Mr. Muessig a fax dated May 24, 2000 (copy enclosed) and as of this date, other than the statement, we have not heard from Mr. Muessig or received the award from him.

We requested a copy of the award from Mr. Hinckley and Mr. Hahs. When we received the copy of the award from Mr. Hahs, it was beyond the twenty (20) days from date of the award to file an appeal from the arbitrator's decision.

This office, being the moving party, would respectfully request an extension of the time limits for filing an appeal (Arbitration Review) from the Board given the facts as noted above.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "DE Thompson". The signature is fluid and cursive, with the initials "DE" being prominent.

David E. Thompson

cc: Mr. Eckehard Muessig
Mr. D. M. Hahs
Mr. W. S. Hinckley

MAY 08 2000

ECKEHARD MUESSIG

3450 NORTH VENICE STREET

ARLINGTON, VIRGINIA 22207-4447

(703) 538-4716
FAX (703) 538-5144

SSN 286-16-4173

INDUSTRIAL AND
LABOR RELATIONS
ARBITRATION

April 18, 2000

STATEMENT

New York Dock No. 332
Union Pacific Railroad Company
and
Brotherhood of Locomotive Engineers
Case 1 and Case 3

FEE

5 days @\$900.00

\$4500.00

Expenses

Administrative \$80.00

80.00

TOTAL

\$4580.00

EACH PARTY

\$2290.00

Brotherhood of Locomotive Engineers
414 Missouri Blvd
Scott City, MO 63780
Phone: (573) 264-3232
Fax: (573) 264-3735

Fax

To: Ekehard Muessig, Arbitrator	From: D. E. Thompson
Fax: (703) 538-5144	Pages: cover only
Phone: (703) 538-4716	Date: 05/24/2000
Re: NYD No. 332, Case 1 & 3	CC: none

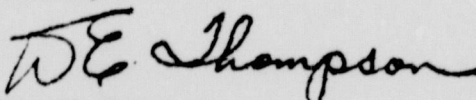
☐ Urgent ☐ For Review ☐ Please Comment ☒ Please Reply ☐ Please Recycle

Mr. Muessig:

I have been provided a copy of your statement dated April 18, 2000 and was informed by both Mr. Hinckley and Vice President Hahs that you have issued a decision in Case No. 1 and Case No. 3, NYD No. 332 between the Brotherhood of Locomotive Engineers (BLE) and the Union Pacific Railroad Company (UP).

This office was the moving party and we did not receive a copy of the awards. I do not know if you failed to send us a copy or if they were lost in the mail. We would appreciate a response from you with copy of the awards.

Sincerely,


David E. Thompson