

ENTERED
Office of Chief Counsel
May 5, 2026
Part of
Public Record

PUBLIC COMMENT ON THE INCOMPLETENESS OF THE AMENDED APPLICATION

RE: Finance Docket No. 36873 (Union Pacific–Norfolk Southern Merger)

The Amended Application filed on April 30, 2026, is legally incomplete and fails to satisfy the requirements of 49 CFR § 1180.4. The Applicants have omitted critical data regarding the systematic displacement of protected labor, specifically:

Failure to Disclose Labor Purges: The application omits the 2019–2025 "Synergy" strategy used at Global 1 and A Motor Yard to remove high-grade CNW Legacy veterans through pretextual Rule 1.6 charges and non-job-related testing. By allegedly scrubbing my successful 2019 records, including the Clerk II exam used to purge these employees, the Carrier is attempting to manufacture a narrative of "attendance deficiencies" to justify a targeted labor purge.

Omission of Financial Liabilities: The "Labor Impact" section is incomplete because it fails to calculate the massive savings—roughly \$626,326.54 per senior employee—gained by terminating protected veterans months before their 30-year pension milestones and the July 2025 contractual raises.

Lack of Operational Integrity: The railroad is manipulating the record by highlighting alleged infractions from 1993 and 1994 involving deceased witnesses. Because these witnesses are deceased, I am denied my legal right to cross-examine my accusers or verify the authenticity of these "cherry-picked" documents. This total breakdown of due process is designed to justify a pre-merger labor purge and "clear the books" of permanent federal labor protections (FD 32133).

EVIDENCE of Record Tampering - Blank
Source: Form I received from Carrier, My work
history, "Cherry-Picked". Received from
Carrier 4-30-26 in Discovery case: 2026-fks-00013

VERIFICATION,

I Ruth Tines, declare under penalty of perjury that I am the Petitioner in this proceeding; that I have read the foregoing "Public Comment on Incompleteness," the "Formal Complaint," and all attached "Exhibits"; and that the facts, calculations (including the roughly \$626,326.54 in estimated damages), and statements regarding alleged record tampering are true and correct to the best of my knowledge, information, and belief.

Executed on: May 4, 2026

Signature: Ruth Tines

Print Name: Ruth Tines

TO: Surface Transportation Board

RE: Finance Docket No. 36873 (Union Pacific-Norfolk Southern Merger)

FROM: Ruth Tines – Career Railroader

"You have heard from the executives, the analysts, and the lobbyists; now it is time you hear from me—a real boots-on-the-ground worker with a real story of personal sacrifice and the documented scars to prove it."

A Direct Threat to Public Safety

The Board must understand that my story is not an isolated HR grievance; it is a warning of an operational culture that endangers the American public. I am a veteran railroader who was forced to operate a heavy forklift in a live railyard while in excruciating pain after being denied reasonable accommodations twice. Most dangerously, Union Pacific pressured me to work unprotected despite knowing I was battling a mental health crisis and taking high-risk medication.

My position required me to operate a forklift with bald tires in a raggedy railyard, crossing over high tracks to deliver materials all day or night. I specifically informed management that my medication caused episodes of blurred vision, slow reflexes, and a lack of concentration. Instead of accommodating me, they were so desperate to build an attendance case that they denied my requests. I worked the third shift alone with no backup, and an extremely busy first shift navigating high tracks on bald tires while in a crisis—a "kill zone" created by a company that prioritized the budget over human life and American safety.

Operational Malpractice and Manufactured Evidence

The STB must weigh the "operational integrity" of a carrier seeking a massive expansion. On March 26, local management, Alexia Younger used unauthorized, self-created Excel sheets while the Sr. Director/finance Delarrio Perkins sent a letter falsified to look like an official Labor Relations document stamped on the envelope to manipulate my FMLA bank. If management is willing to falsify

internal federal records to target a worker, the Board must ask what other safety or maintenance records are being "managed" to facilitate this merger.

The Discovery and the Human Cost

I initially believed I had no recourse, but after my termination, a surgeon compared my 2024 and 2025 MRIs side-by-side. The images proved I suffered a significant injury during the very period I was being forced to work with a forklift that should have been pulled out of service. Furthermore, after reading hearing transcripts **several** times revealed that carrier representative Alexia Younger admitted to using my honest reports of my pain as "evidence" to charge me with Rule 1.6 insubordination and being quarrelsome.

While the carrier may attempt to dismiss my injury as "age-related," the medical evidence proves otherwise. As my Orthopedic surgeon observed, the significant shrinkage of my L4-5 protrusion (decreasing from major stenosis down to only 2mm) immediately after I was pulled from service proves causation, not aging. Age-related wear does not reverse itself in a matter of weeks; however, an injury caused by operating a high-vibration forklift on bald tires begins to stabilize once that physical trauma is removed.

While the Union Pacific management team continued to deny and mock my reality, the medical evidence was so overwhelming that the Railroad Retirement Board approved my Occupational Disability on March 30, 2026. This federal approval came in just six months—less than half the typical processing time—proving that my conditions were undeniable to everyone except the carrier.

A 25-Year Record of Non-Compliance

My experience is evidence of a systemic disregard for federal law:
2001 – Present: 200+ Whistleblower Complaints (Silencing safety reports).

2014 – 2018: Systemic Medical Purges (Targeting vulnerable workers).

2015 – 2025: \$193M+ in Total Penalties (Fines treated as a "cost of doing business").

Aug 2025: "Serial Violator" Designation (Official label for repeat retaliation).

March 6, 2026: Latest OSHA Payout (\$315k) (Confirms the culture remains unchanged).

March 30, 2026: My Rapid 6-Month Disability Approval.

This federal determination provides objective validation of the severity of my injuries. According to official RRB data, the average processing time for disability applications is 456 days. The fact that my occupational disability was approved in just 180 days—less than half the standard time—serves as a federal "stamp of approval" on the severity of my trauma. This rapid turnaround by a federal agency directly refutes the Carrier's narrative that my condition was "age-related" or insufficient for medical accommodation. My Rapid 6-Month Disability Approval (Objective proof ignored by the carrier). The average wait is between 12 - 18 months.

Conclusion

How can the STB trust a "serial violator" with one of the largest mergers in American history? A company that manipulates federal records, forces medicated workers into "kill zones," and mocks employees in the midst of a health crisis lacks the operational fitness to expand. Giving this culture more power is a gamble with the safety of every community in America. You cannot keep making the same choices and expect different results.

"I am not a statistic on a spreadsheet; I am a warning of what happens when this culture is allowed to expand."

Respectfully,
/S/ Ruth Tines

VERIFIED STATEMENT OF RUTH TINES REGARDING LABOR IMPACTS AND THE PUBLIC INTEREST

To the Surface Transportation Board,

I submit this comment as a long-term railroad employee (seniority date 1992) with February 7, 1965, protections created under a prior ICC-approved merger. My experience is directly relevant to the Board's public-interest review of the proposed UP-NS merger.

During the PSR period, I witnessed actions consistent with the workforce reductions and seniority-targeting described in Congressional correspondence dated January 15, 2026. In 2019, CNW Legacy employees with February 7 protections—almost all women with 25–30 years of service—were subjected to unprecedented testing requirements, including a 70-pound lift and an on-screen clerical II exam administered by a manager not required for warehouse work. These requirements were not job-related and were discontinued immediately after this group was removed. **Test → didn't eliminate everyone → Rule 1.6 used next.**

In 2020 and again in 2025, I experienced Rule 1.6 removals shortly after reporting safety and conduct concerns. The same director was involved in both removals, including one less than 24 hours after I reported him to Jennifer Hamann, EVP & CFO, Wendy Whalen, VP, and Michael Bailey, AVP senior leadership. They looked the other way in order to "kill 2 birds with one stone". Retaliation for whistleblowing and clearing the books to satisfy the nickel and dime synergy plan for the merger. That happens overtime, by skimming payroll here and there. These events occurred for me two months before my new five-year contract, five years before retirement, and fourteen days before the merger announcement.

Evidence of Procedural Fraud & Bad Faith Record-Keeping

To satisfy the "synergy" targets of an \$85 billion merger, the Carrier engaged in a pattern of deceptive reporting and manufactured evidence:

1. EEOC Deception: The Carrier formally stated to the EEOC that I "refused to participate" in my investigation. This is a provable lie. Documented correspondence proves I participated through a union representative to protect my health during a documented crisis.
2. Fabrication of "Undue Hardship": The Carrier claimed I requested "unlimited" leave to create a false narrative of "undue hardship." My documented correspondence proves I sought specific, intermittent leave to maintain my safety while operating heavy machinery.
3. Perjury and Manufactured Witness Testimony:

The Carrier's desperation to "clear the books" led to the use of falsified witness testimony. During my investigation, Senior Manager D'wane Merchant testified as a live witness, claiming she personally observed me being "disruptive" on May 21, 2025. However, Merchant's own testimony (Page 37) admits she was out of work on medical leave for 30 days and did not return until June 3, 2025. D'wane Merchant lives in Houston TX, and works out of Houston, TX.

Despite being physically absent from the property on the date in question, the Carrier allowed her to "witness" a silent video and provide subjective testimony to justify a Rule 1.6 termination. When a Senior Manager is allowed to provide perjured testimony regarding events that occurred while they were on medical leave, the entire disciplinary process is revealed as a fraudulent "hit job" designed to allegedly satisfy merger synergy targets.

4. The "Kangaroo Court" and Conflict of Interest: The Hearing Officer was not a neutral party, but a Labor Relations Manager for the Carrier. This allowed the "Judge" to knowingly ignore perjury and "dig the witness out of a hole" on the record. This is a total breakdown of due process where the prosecutor and judge are the same entity.
5. Predetermined Outcome and Job Displacement: During the active investigation, the witness handed my official Job Bulletin to the Hearing Officer. This proves the "Judge" was already acting as a hiring manager before a ruling was even made. I was dismissed on July 15 at 7:00 AM; by July 16 at 7:00 AM, my union legacy-protected position was already posted for bid and filled by a lower-grade, non-legacy employee. This is a fraudulent labor-displacement scheme allegedly to manufacture "merger synergies."
6. Breach of Federal Award: After the investigation was closed, the Carrier "snuck" an expunged 2020 record into my October 2025 appeal denial. This is a direct violation of the CBA and a binding federal award from Arbitrator John Parker (October 2022), which explicitly ordered that all discipline be removed from my record.

Conclusion: A Direct Threat to Public Safety

When a carrier manipulates federal records, uses perjured testimony, and forces medicated or injured workers into "kill zones" with bald-tired equipment, they are gambling with American safety. A company that lacks the integrity to manage its own employees honestly lacks the operational fitness to expand. I urge the Board to recognize this pattern of intentional labor displacement as a threat to the public interest.

No major railroad wakes up one morning and announces a merger.

- internal restructuring
- cost-cutting
- reducing long-term liabilities
- eliminating protected or high-cost positions
- “skimming the fat” under the label of efficiency
- reorganizing job classifications
- tightening discipline rules

The actions I witnessed during PSR looked exactly like the kind of pre-merger restructuring companies do long before they ever go public.

TIMELINE OF EVENTS

2018–2019 – PSR Implementation Begins-All Railroads Involved

- Union Pacific (along with most railroads) begins implementing Precision Scheduled Railroading (PSR).
- Workforce reductions begin across senior, higher-paid, and legacy-protected positions.

Early 2019 – CNW Legacy Employees Targeted for Requalification

- CNW Legacy employees with EMR / Feb 7 protections are informed (the same day jobs were abolished) they must quickly requalify for warehouse positions.
- This group is overwhelmingly women with 25–30+ years of service.

Mid 2019 – Sudden Change in Testing Requirements

- Physical lift requirement raised from **50 lbs to 70 lbs**.
- Written test replaced with a **two-hour academic Clerical II exam** unrelated to warehouse duties.
- These requirements had **never been used before**.

2019 – Testing Administered

- At my location, all but one of the employees required to test are women.
- I personally took the test.
- I was the **only woman who passed at that time**.
- Only one male passes.
- Remaining women are forced into buyouts, relocation, or displacement.

Late 2019–2023 – After CNW Group Removed

- Lift requirement quietly returns to **50 lbs.**
- Written test replaced with a **short, basic exam.**
- No announcement is made about the reversal.
- Job duties never changed

2020–2025 – Rule 1.6 Used as Catch-All and Unlawful Qualification Standard

- Employees who survived the testing process face Rule 1.6 charges.
- Rule 1.6 is used broadly and inconsistently to remove remaining Feb 7 employees.
- Create artificial charges on a veteran worker, Rule 1.6 to justify the termination of long-tenured CNW Legacy employees with EMR / Feb 7 two months before the new 5 year contractual raise, stealing her highest pay in Railroad Tier II Retirement Annuity.

2025–2026 – UP–NS Merger Discussions Become Public

- Shareholder votes and STB filings occur after the PSR-era restructuring.
- Public reporting shows merger planning was not announced until long after the events I witnessed.

From: Ruth Tines driedplums@icloud.com
Subject: SUBMITTING BUMP
Date: Aug 28, 2019 at 4:20:24 PM
To: clerical_tk@up.com, Brian Simpson Material
Handler Manager Bcsimpson@up.com

Please confirm that you received my bump and that everything
is valid.

THANKS MUCH!

When CNW Legacy
Purge began

 **CLERICAL DISPLACEMENT FORM** 

TCU ASSIGNMENT CENTER fax (402) 997- 3950 or email clerical_tk@up.com		Date <u>8-28-19</u>
This is to advise that I <u>RUTH L. Tines</u>		
Employee Number <u>0211669</u>		
Seniority Date <u>1/05/92</u> SDR		
Am displacing Junior employee <u>Terri Davis</u>		
Employee Number <u>0147297</u>		
Seniority Date <u>7/05/94</u> SDR C226002222		
From Position (name & Itrak pos #) <u>Material Handler Clerk</u> C226002222		
I will protect on : (Date) <u>August 30, 2019</u>		
Reason for Displacement : <u>Job Abolished</u>		
Employee Signature <u>Ruth Tines</u>		
Manager Signature _____		

★ BEFORE/AFTER TEST STANDARDS CHART

Testing Component	Before (Standard Test)	During 2019 CNW Testing Period	After CNW Group Removed
Lift Requirement	50 lbs	70 lbs (never used before)	50 lbs (quietly restored)
Written Test	Short, basic test	Two-hour academic Clerical II exam	Short, basic test (restored)
Job Relevance	Consistent with warehouse duties	Not job-related; clerical II content	Consistent with warehouse duties
Who Was Required to Test	All employees as needed	Almost entirely CNW Legacy women with EMR/Feb 7 protections	No longer applied to that group
Outcome	Normal qualification	Nearly all women failed from Global 1 & Global 2 Intermodal Railyard; forced out	No longer used to remove employees

Verification

I, Ruth Tines, declare under penalty of perjury that the foregoing is true and correct.

Executed on: May ^{4 - RIT}~~1~~, 2026

Signature: /S/ Ruth Tines

WHISTLEBLOWER SYSTEMIC MERGER FRAUD & LABOR PURGE

RE: STB Docket No. FD 36873

PLAINTIFF: Ruth Tines (Hire Date: 11/05/1992 – CNW Legacy)

EEOC Charge No: 440-2025-06350

U.S. DEPT. OF LABOR (OALJ) CASE NO.: 2026-FRS-00013

I. TARGETED VETERANS MAJORITY WOMEN (PATTERN AND PRACTICE)

The identities of Witnesses A through F and Witness H are being withheld from this public filing to protect their privacy and to prevent retaliation. The identity of Witness G is the Petitioner/Complainant. All witness identities will be provided to the Board and authorized parties upon the entry of a Protective Order or a formal request for the confidential version of this filing.

- **Witness A (50s Legacy): Forced into early retirement due to 70-lb physical testing.**
- **Witness B (50s Legacy): Failed the surprise “Omaha-style” 2-hour exam.**
- **Witness C (60s Legacy): Disqualified by the temporary 70-lb agility test.**
- **Witness D (60s Legacy): Forced to relocate to Peoria; injured climbing bridge ladders at age 60.**
- **Witness E (60s Legacy): Single veteran forced into buyout after job was targeted for abolishment.**
- **Witness F (50's Legacy): Forced into out-of-state relocation to finish final year before retirement.**
- **Witness G (50's Legacy – Ruth Tines): Passed 3 tests but was placed out of service due to retaliatory actions following protected activity. This witness (myself) provides direct evidence of the “Omaha-based” geolocation fraud used to manufacture Rule 1.6. Subject of a pre-determined “Rule 1.6” termination on July 15, 2025, occurring less than 24 hours after reporting misconduct by Senior Director/Finance Delarrio Perkins and Supply Manager Alexia Younger to AVP Michael Bailey, VP Wendy Whalen, and EVP/CFO Jennifer Hamann.**
- **The Estate of Witness H (30-year Legacy): Return to work stalled via a fraudulent “Fit-for-Duty” exam for an office job, which was never a requirement in the three decades she worked, resulting in**

loss of benefits, loss of new contractual raise 2 months before taken out of service and loss of Railroad Retirement Tier II highest pension prior to her death in 2023

IN LOVING MEMORY OF WITNESS "H" (Single 30-Year CNW Legacy Veteran)

The Pretext:

In July 2022, after a brief medical stay, witness H attempted to return to her sedentary office position at the Global 1 Yard Intermodal Facility. Senior Manager Chad immediately placed her "out of service" for a mandatory Fit-for-Duty (FFD) examination — a requirement never once applied to her clerical role in three decades of service.

The Evidence: A text record dated November 9, 2022 @ 8:35pm, from the veteran confirms the "stall" tactic:

"Returned to work and got taken out of service by Chad to be checked for fit duty. I'm still out. I was hospitalized again 10/5-10/17. I'm doing better thank God. Don't know when I'll be back to work. Hopefully in December." I am so happy for you. Go to Metra if you can".

Witness H tried to protect my future Railroad Retirement Tier 2 pension by telling me to "Go to Metra if you can". Congratulating me on my award (Rule 1.6 overturned) by Joan Parker in October 2022. As a victim of these practices herself, she also witnessed other high-earning legacy employees in our department being purged quickly and without notice.

The Result:

Management successfully blocked her return from a hospital stay July 1–July 5, 2022. The Global 1 Intermodal Yard was permanently closed in June 2023. By utilizing this "medical barrier," Respondent avoided paying her the September 2022 contract raises and stripped her of her Railroad Retirement Tier II security. Witness H passed away in November 2023 before justice could be served.

II. CORPORATE MOTIVE: THE LOVE OF MONEY OVER INTEGRITY and HUMANITY

This systematic purge of 1990–1992 Legacy veterans was directed by CEO Jim Vena and EVP/CFO Jennifer Hamann, whose “Precision Scheduled Railroading” (PSR adopted by most railroads) and “Synergy” initiatives align directly with the cost-reduction priorities of the \$85 billion merger. By establishing aggressive “Operating Ratio” targets, Vena and Hamann incentivized lower-level managers to utilize fraudulent geolocation data and “moving bar” testing to eliminate the final C&NW Legacy employees from the payroll. This allowed Respondent to artificially lower liabilities and “clear the books” of permanent federal labor protections (FD 32133) prior to the July 29, 2025 merger announcement for Docket No. FD 36873.

I am speaking for those CNW Legacy veterans who deserved better during their last years. Union Pacific is breaking its February 7, 1965 promises to the U.S. Government to satisfy shareholders and the merger with Norfolk Southern. I am speaking for Norfolk Southern clerks and laborers. If Union Pacific didn't keep their promises to CNW Legacy employees (the historic Chicago and North Western Railroad), how can you trust them to keep their promises to Norfolk Southern employees?

Union Pacific's Treatment of SP Finance Docket 32760 vs. CNW Legacy Employees Finance Docket No. 32133

Category	UP's Treatment of SP Legacy Employees (1996 UP–SP Merger)	UP's Treatment of CNW Feb 7, 1965 Protected Employees
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Type of Protection	New York Dock protections (standard, temporary)	Feb 7, 1965 Agreement protections served by the ICC on March 7, 1995-Job
Duration	Up to 6 years of income/job protection	Lifetime job, seniority, and EMR pay protection Stabilization/ "Prior Rights" (strong, permanent)
Seniority Rights	UP honored SP "prior rights" in home territories	UP required to honor full CNW seniority permanently
Income Protection	6-year wage protection if adversely affected	Guaranteed EMR rate for life — cannot be reduced
Job Security	Temporary displacement allowances	Job for life unless terminated for cause
Implementation	UP negotiated multiple Merger Implementing Agreements with unions	UP signed one binding protective agreement covering all CNW Feb 7 employees
Government Oversight	STB Finance Docket 32760 imposed conditions UP had to follow	ICC/STB oversight under New York Dock 32133 rules. ICC Decision No. 25
Promises Made	UP promised to protect SP workers during consolidation	UP promised permanent protections for CNW Feb 7 employees

**UP's Behavior
After Merger**

UP honored protections until
they expired naturally

UP "allegedly" later **targeted
CNW Feb 7 employees**,
despite protections being
permanent

**Long-Term
Outcome**

Most SP protections expired;
many SP employees retired
or moved

CNW Feb 7 employees were
removed decades later,
violating permanent labor
protections agreement

What This Chart Shows Clearly

✓ UP honored SP protections because they expired

SP employees had **temporary** protections.

Once the 6-year period ended, UP no longer had obligations.

✓ CNW Feb 7 protections are stronger and permanent

UP could not “wait them out.”

So UP removed the employees instead — by any means necessary.

My purpose in submitting this comment is to protect workers and ensure that these patterns are not repeated.

5-Year Liability & Savings Projection

Calculated using a Grade 3 daily rate (\$262.88) + C&NW Legacy Premium (\$222/wk) + standard annual 4.5% raises.

Year	Annual Salary + Legacy Premium	RRB Tier II Taxes (Company Share)	Health & Welfare Benefits	Total Annual Liability
Year 1	\$79,892.80	\$10,465.96	\$26,400.00	\$116,758.76
Year 2	\$83,487.98	\$10,936.92	\$26,400.00	\$120,824.90
Year 3	\$87,244.93	\$11,429.09	\$26,400.00	\$125,074.02
Year 4	\$91,170.96	\$11,943.40	\$26,400.00	\$129,514.36
Year 5	\$95,273.65	\$12,480.85	\$26,400.00	\$134,154.50
TOTALS	\$437,070.32	\$57,256.22	\$132,000.00	\$626,326.54

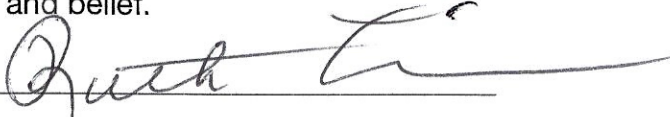
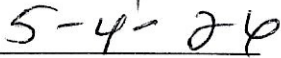
- Total Economic Loss to Employee: Ruth Tines lost roughly \$437,070 in direct wages and \$132,000 in insurance coverage.
- The "High Five" Impact: Your Railroad Retirement Tier II is based on your highest 5 years of earnings. By firing me in July 2025, the railroad avoided paying into the system during your highest-earning years (Years 4 and 5 above), which permanently reduces your monthly pension payout for life.
- Strategic Timing:
 - 14 Days Pre-Merger: The railroad removed a "Protected" liability from its books before the [STB Merger Protections](#)
 - Job Stabilization: Under the [Feb 7, 1965 Agreement](#), I was an "protected" employee. This chart proves the railroad had a \$626,326 motive to terminate me and purge the other Legacy employee whose pay grade were between 5-7 for cause rather than allowing us to reach retirement.

VERIFICATION

I, Ruth Tines, declare under penalty of perjury that I am the Petitioner in the above-captioned proceeding; that I have read the foregoing chronological chart and statement of economic damages; and that the facts, calculations, and "roughly" estimated figures stated therein are true and correct to the best of my knowledge, information, and belief.

Signature: _____

Date: _____

A handwritten signature in dark ink, appearing to read "Ruth Tines", written over a horizontal line.A handwritten date "5-4-20" written in dark ink over a horizontal line.

To the Surface Transportation Board:

I, Ruth Tines, a 33-year veteran "Legacy" railroader, submit this filing to demonstrate that the proposed Union Pacific merger is fundamentally contrary to the public interest. My sworn testimony and the attached 20 exhibits provide objective proof of a corporate culture that operates as a "Serial Violator" of federal law.

The Board must not ignore the carrier's continuous and ongoing defiance of federal mandates. While the carriers were in the process of refiling their "incomplete" application, they were yet again penalized for the very behavior this Board is tasked with preventing. On **March 6, 2026**, OSHA ordered a \$315,000 payout for another retaliatory whistleblower termination. This proves that Union Pacific's status as a "Serial Violator" is not a thing of the past—it is their active, daily operating procedure. If the carrier cannot follow federal safety and labor laws while their merger application is pending, they cannot be trusted to do so once they have consolidated even more power.

Congressional Warnings: My experience directly reflects the concerns raised by Senator Richard Blumenthal and Representative Chris Deluzio, who have warned the STB that mergers of this magnitude "threaten job security" and that corporate promises to protect union jobs are often "**hollow words**". Rep. Deluzio has specifically called for a full audit of labor and safety commitments to prevent the "significant harm" historically caused by such consolidations.

My documentation provides evidence of:

Ongoing "Serial" Violations: Federal regulators officially labeled Union Pacific a "Serial Violator" in August 2025. This was confirmed as **recently as March 6, 2026**, with a \$315,000 OSHA penalty for retaliatory termination.

The Carrier forced operators into a "Kill Zone": Using unmaintained, bald-tired equipment (Hyster 60) which caused my federally approved spinal and mental health disability. I am currently in an Intensive Outpatient Program (IOP) to manage the mental and psychological trauma caused by a culture of fear, retaliation, constant harassment, gaslighting, verbal abuse and physical pain.

Procedural Fraud: Utilizing perjured testimony from managers physically located in other states (Houston, TX). Just as the carriers omitted "Schedule 5.8" from their filing, they have consistently manipulated "February 7" protected employee lists misusing

Rule 1.6 and utilized "zombie" expunged records—specifically the 2022 John Parker Award—to circumvent federal labor protections.

Labor Displacement: A systematic "purge" of senior, legacy-protected employees—specifically women—through sham testing, Rule 1.6 (catch-all) charges and medical weaponization to manufacture "merger synergies."

Regulatory Deception & EEOC Fraud: The Carrier has established a documented pattern of providing false statements to federal agencies. Specifically, the Carrier falsely informed the EEOC that I "refused to participate" in my own disciplinary hearing. In reality, I was participating under a unanimously agreed-upon accommodation (entered as Exhibit 3 in the investigation packet) which allowed my union representative to speak on my behalf to protect my health during a documented crisis. This deliberate misrepresentation was a bad-faith attempt to paint a medical necessity as "insubordination."

Manufacturing "Undue Hardship" Through Federal Misrepresentation: The Carrier engaged in administrative fraud by informing the EEOC that I requested "unlimited" or "indefinite" intermittent leave. This is a provable lie designed to manufacture an "undue hardship" defense. In reality, my documented requests were for specific intermittent leave to manage medical episodes. By falsely inflating my request into an "indefinite" one, the Carrier bypassed their legal obligation to engage in a good-faith interactive process and ignored the fact that intermittent leave is a recognized reasonable accommodation under the ADA. The Carrier has established a documented pattern of providing incomplete and inaccurate data to federal agencies, including the EEOC and the STB. This mirrors the "deficiencies" found in their rejected incomplete merger application January 16, 2026, suggesting a corporate culture that utilizes incomplete information to bypass regulatory oversight.

Bad-Faith ADA Interactive Process: The Carrier utilized a "Leave of Absence" trap to circumvent federal labor protections. Management explicitly denied my request for Intermittent Reasonable Accommodations based on a manufactured claim of "Undue Hardship." This was done despite management's full knowledge that the medication required for my medical episodes created a hazardous environment for everyone on the property if my requested accommodations were refused.

Pre-Merger "Cleanup": My story is the boots-on-the-ground reality of the workforce instability. I was terminated exactly 14 days prior to the merger announcement. This merger will accelerate on a massive scale. I am not just a single case; I am a warning of what happens when a 'Serial Violator' is given the power to expand. I respectfully request the Board require full labor impact disclosures and recognize this pattern of intentional labor displacement as a direct threat to the public interest and prevent further harm to the railroad's most experienced workers.

I urge the Board to investigate these documented patterns of 'Seniority Purging' and 'Procedural Fraud,' as a carrier that willfully violates permanent federal labor protections (FD 32133) and utilizes 'sham' investigations and medically separates senior CNW Legacy employees, illegally seize their highest Railroad Retirement Tier 2 pension. My own experience and that of 'Witness H' (high protected rate of pay) serve as direct evidence; just two months before the new contractual raise, Jennifer Hamann, CFO & EVP utilized Delarrio Perkins, Sr Director & Finance of Supply Chain (Delarrio Perkins has worked closely with Jennifer Hamann in finance since 2024) as the muscle to remove a protected legacy financial liability and satisfy the synergy promises at the expense of workers. A carrier engaging in such conduct is fundamentally unfit to assume the expanded labor and safety responsibilities of the proposed merger under Docket No. FD 36873."

- **Tier 2 Pensions:** Unlike Social Security, Tier 2 is employer-funded and based on years of service; "medically out" schemes and the "catch all" conduct Rule 1.6 can be used to prevent employees from reaching higher payout brackets.
- **Attrition Protection:** Because I had "lifetime protection," the company could not lay me off to save money. By "medically out schemes and conduct Rule 1.6," they attempt to bypass that "lifetime" requirement by claiming you are physically unable to work. After witnessing what they've done to others. I refused to take a leave of absence. When they tried to push leave of absence on me, I did not agree. Instead of approving intermittent accommodation, they fraudulently used Rule 1.6 to satisfy a vendetta for whistleblowing at the same time they cleared the books 14 days before the merger announcement.

Respectfully submitted,
/S/ Ruth Tines



News Release

US LABOR DEPARTMENT FINDS UNION PACIFIC RAILROAD WRONGLY TERMINATED EMPLOYEE FOR REPORTING, SEEKING MEDICAL CARE FOR WORK-RELATED INJURY

SAN ANTONIO, TX – A federal whistleblower investigation has revealed that Union Pacific Railroad Co. again violated the Federal Railroad Safety Act by terminating a switchman/conductor after they reported and sought medical care for a work-related injury.

An investigation by the department's Occupational Safety and Health Administration found Union Pacific violated the law by firing the worker after they reported their work-related injury to management and sought medical treatment.

OSHA has ordered Union Pacific to reinstate the employee and pay back wages, interest, compensatory and punitive damages, and attorney's fees totaling over \$315,000.

OSHA's Whistleblower Protection Program enforces 25 whistleblower statutes that protect employees from retaliation for reporting violations of workplace airline, anti-money laundering, commercial motor carrier, consumer product, criminal antitrust, environmental, financial reform, food safety, health insurance reform, maritime, motor vehicle safety, nuclear, pipeline, public transportation agency, railroad, safety and health, securities, and tax laws.

For information on whistleblower protections, visit OSHA's Whistleblower Protection Programs webpage.

###

Editor's note: The U.S. Department of Labor does not release the names of employees involved in whistleblower complaints.

Agency: Occupational Safety & Health Administration

Date: March 6, 2026

Release Number: 26-323-DAL

Media Contact: OPA West Media

Email: opa-west-media@dol.gov

Media Contact: Joanna Hawkins

Phone Number: [215-861-5101](tel:215-861-5101)

Email: hawkins.joanna@dol.gov

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AFFIDAVIT OF TRUTH AND STATEMENT OF MATERIAL FACTS

Re: Labor Protection Violations (Feb 7), FMLA/ADA Interference, and Retaliatory Termination
Case No: 2026-FRSA-00013 | EEOC Charge No: 440-2025-06350
Respondent: Union Pacific Railroad

I, Ruth Tines, being of lawful age and first duly sworn upon my oath, depose and state as follows:

I. STANDING & FEDERAL PROTECTION

I am a protected "Legacy" railroader (Hire Date: 11/05/1992) under the February 7, 1965 Job Stabilization Agreement and the 1995 ICC Merger Decision (Finance Docket No. 32133). These federal mandates guarantee my employment, seniority, and a non-reducible "EMR" pay rate for life.

II. PROTECTED SAFETY REPORTING & ASSET NEGLECT

On May 8, 2025, I engaged in protected activity under the FRSA (49 U.S.C. § 20109) by reporting hazardous safety conditions: defective/bald forklift tires and extreme vehicle vibration caused by cracked pavement and high-rail track crossings. Alexia Younger, Supply Manager dismissed these risks as "ignorance," yet new forklifts were purchased around September 2025—only after my termination.

III. ADA/FMLA INTERFERENCE-THE "LEAVE OF ABSENCE" TRAP & THE CULTURE OF FEAR
Despite my desire to work and secure my "High Five" retirement years, Respondent's Case Manager, Kimberlee Foyee denied my request for Intermittent Reasonable Accommodations.

- Culture of Fear: I was forced to work in physical agony because I witnessed Respondent "medical out" other legacy employees, such as witness H, by pulling them from service for "Fit-for-Duty" exams and never allowing them to return. This created a chilling effect where I feared that taking a necessary leave would result in the permanent loss of my career.
- Falsification of Records: Managers manufactured a false paper trail, utilizing falsified Excel sheets and letters stamped Labor Relations with incorrect time-off data to manufacture an "attendance" narrative.
- Federal Misrepresentation: Respondent made false statements to the EEOC, claiming I requested "unlimited leave," when I specifically requested intermittent leave. Falsely creating an undue hardship, claiming I refused to participate in my own hearing when I was under an agreed upon accommodation entered as Exhibit 3 in the investigation packet and by using an expunged record specifically stating to remove all discipline from employee's work record signed by Joan Parker October 2022, to paint me as a repeat offender of Rule 1.6 by sneaking it in the appeal denial letter after the hearing was closed.

IV. UNDERSTAFFING & OCCUPATIONAL INJURY (WHOLE BODY VIBRATION)

From June 2023 through approximately June 2025, Respondent maintained a chronically understaffed environment. I was forced to perform the labor of multiple positions—covering PV1, PVO2 and occasionally the Rip Track during 1st, 2nd and 3rd shift.

- The Hazardous Environment: My duties required me to operate a forklift with bald tires over cracked pavement, potholes, and high-rail tracks. This subjected my spine to Whole-Body Vibration created with no suspension caused by bald tires, violent, repeated "galloping horse" jarring—often physically bouncing me out of my seat.
- Medical Proof: A side-by-side comparison of my Nov 2024 and July 2025 MRIs provides objective proof: the "annular tears and a large bulging disc" with acute trauma improved only after I was removed from the vibrating equipment.

V. THE FAIL-SAFE RETALIATION LOOP & "TESTING" SHAM

- The Physical Purge (2019): Respondent utilized a 70-lb lift test and a clerk II exam not related to a warehouse job as a Material Handler or Material Clerk to fail senior veterans. I passed. Respondent has since reduced these requirements but not the job duties, proving the 2019 test was a sham used to circumvent legacy protections.
- The 2020/2025 Recycled Charges: In 2025, Manager Delarrio Perkins "recycled" the identical, discredited Rule 1.6 charges used to fire me in 2020—charges already overturned and ordered expunged by Arbitrator John Parker after filing whistleblowing complaints.

VI. SYSTEMIC "MEDICAL WEAPONIZATION" (PRECEDENT: WITNESS H)

I maintain evidence of a matching "Medical Stalling" pattern used against legacy coworker Witness H (CNW Legacy Grade 7). In 2022, she was pulled from service for an unnecessary exam exactly two months prior to contractual raises. This mirrors my 2025 termination window exactly, proving a strategy to "clean the books" of senior high rate labor.

VII. PREDETERMINED "SHAM" INVESTIGATION & PERJURY

- The Houston Perjury: Senior Manager Duane Merchant committed perjury by claiming to witness an incident on May 2, 2025 while she was on Medical Leave in Houston, TX.
- Medical Discriminatory Slurs: Management used slurs ("triggering paranoid, flare-ups paranoia") by unlawfully accessing my private medical records to justify a narrative of "insubordination."
- Prejudgment Evidence: United Healthcare records show my COBRA notice was generated on July 10, 2025—five days BEFORE my dismissal was signed. Furthermore, my job bulletin (Exhibit 15) was coordinated with the hearing officer/labor relations manager during the hearing to ensure a Wednesday 7:00 AM posting.

VIII. FINANCIAL MOTIVE & IMPACT ON PUBLIC INTEREST

My termination on July 15, 2025, occurred 14 days prior to the July 29, 2025 merger announcement (STB Docket No. FD 36873). This removal cleared a permanent "Legacy" liability to satisfy synergy targets and 2 months before my last high 5 years contractual raise, stealing my highest pay out of my Railroad Retirement Tire II pension.

IX. PUBLIC INTEREST & THE HUMAN COST OF ASSET NEGLECT

This case is not merely a dispute over rules; it is a warning regarding the Respondent's total lack of integrity and the human cost of their "synergy" targets.

- The Professional Mask vs. Private Agony: Throughout my final years, I maintained a "happy-go-lucky" professional character. To maintain my dignity and fulfill my duties, I masked severe physical agony and mental health strain with a smile. I did not seek pity; I sought to finish my career and secure a future for myself as a single woman.
- The Reality at Home: The true toll of the Respondent's hazardous equipment and understaffing was felt the moment I left the property. My 75-year-old mother—the very person I am the sole provider for masking severe physical agony with a smile to honor a promise to my late father that I would care for my 75-year-old mother—was forced to help me into the house as pain shot from my spine through my legs, struggling to make it home. She was the one who rubbed my back with ointment and provided heating pads just so I could find the strength to return the next morning and "push" toward the finish line with a big smile.
- Weaponizing Vulnerability: Despite my attempts to keep my health private, the Respondent unlawfully accessed my medical information and weaponized it to mock and belittle me. They took my dedication and used it as a tool for humiliation, proving they value shareholder optics far above the humanity of the "family" of laborers they claim to protect. (Union Pacific Railroad 'WE ARE ON'?)
- A Warning to Partners: I ask the STB and Norfolk Southern: is this the partner you want? A company that forces its most loyal veterans to mask lifetime injuries just to survive until retirement? A partner that treats a 33-year legacy of service with such cold-hearted cruelty? This is a direct threat to the Workforce Stability and safety culture required for a transcontinental railroad.

I declare under penalty of perjury that the foregoing is true and correct.

Signature: *[Signature]*

Date: 4-23-26



State of Illinois
County of Cook

Signed and attested before me
on April 23, 2026 (date)

by *[Signature]* (name/s of person/s)

[Signature]
(Signature of Notary Public)

IMPACT OF EQUIPMENT NEGLIGENCE

Feature	Old/Neglected Forklift (The "Kill Zone")	New/Maintained Forklift (The "Safe Choice")	Medical & Safety Benefit
Tire Condition	Bald/Uneven: Zero traction; violent impact on high tracks.	Pneumatic Tread: Absorbs shock and stabilizes movement.	Prevents loss of control in a live yard.
Suspension	Worn/Bottomed Out: 100% of shock goes to the driver.	Active Suspension: Neutralizes yard vibrations.	Protects the lumbar spine from "hammering."
Vibration Impact	Severe: Causes Whole-Body Vibration (WBV) trauma.	Dampened: Isolates the operator from jarring.	Protects L4-L5 and L5-S1 discs from compression and protrusion
L4-L5 Level	Major Protrusion: Forced work caused stenosis here.	Recovery: Protrusion shrank to 2mm off-duty.	Proves the forklift was the cause of the injury.
L5-S1 Level	Global Disc Bulge: Chronic inflammation and pain.	Stabilized: Bulge improved with removal of trauma.	Proves causation over "age-related" wear.
Human Cost	Health Crisis: Forced medication and failed surgeries.	Operational Fitness: Ensures a safe, focused workforce.	Reduces public risk of yard accidents/fatalities or material spills.

"Causation vs. Aging: If this were age-related 'wear and tear,' the damage would be generalized throughout the spine and would not show significant medical improvement upon leaving the work environment. The fact that the L4-L5 protrusion shrank by over 50% specifically after I was pulled from service proves the forklift was the source of the trauma."

The "Solid Tire" Failure and Medical Impact

Management (Alexia Younger) admitted on the record in the hearing transcript that the forklift I was forced to operate was equipped with tires that "do not require air." While these solid rubber tires are cheaper to maintain, they are designed strictly for smooth, indoor warehouse floors. They provide zero shock absorption or vibration dampening.

By forcing me to operate this specific equipment over high tracks and uneven ground in a live railyard, the Carrier subjected my spine to violent Whole-Body Vibration (WBV). Every bump on the "high tracks" acted as a direct physical hammer to my lower back. A "Safety First" culture would have provided Air-Pneumatic tires designed to cushion the operator's spine from ground trauma. This equipment negligence is the direct cause of my L4-S1 spinal failure.

COMPARISON CHART: OPERATIONAL NEGLIGENCE VS. PUBLIC SAFETY

Feature: Tire Type

Old/Neglected Forklift: Solid Rubber (No Air).

New/Maintained Forklift: Air-Filled Pneumatic.

Medical/Safety Impact: Solid tires transfer 100% of ground impact to the L4-L5 and L5-S1 discs. Pneumatic tires absorb the shock.

Feature: Yard Navigation

Old/Neglected Forklift: Violent jarring over "High Tracks" and uneven gravel.

New/Maintained Forklift: Stable, dampened movement over yard transitions.

COMPARISON OF OPERATIONAL REALITY VS. MANAGEMENT NARRATIVE

Feature	Old/Neglected Forklift (The "Kill Zone")	New/Maintained Forklift (The "Safe Choice")	Impact on Public Safety & Worker Health
Tire Type	Solid Rubber Manager incorrectly testified these were "Pneumatic" yet "Airless")	True Air-Filled Pneumatic with deep safety tread	Solid tires transfer 100% of the shock from "high tracks" directly into the L4-S1 discs.
Maintenance	Bald/Neglected Tread: Zero traction in wet or uneven yard conditions.	New Tread: Designed for safe railyard navigation and braking.	Negligence: Bald, solid tires in a live yard create a lethal "kill zone" for the operator.
Vibration	Violent Compression: No air cushion means every bump is a hammer-blow to the spine.	Shock Absorption: Air-cushioning neutralizes Whole-Body Vibration (WBV).	Causation: Proven by the 50% shrinkage of my L4-L5 protrusion once the compression stopped.
Management Tone	Belittling: Labeled a professional equipment report as "opinion" and "paranoia."	Collaborative: Prioritizes "Safety First" and "Stop-Work Authority."	Integrity: Management incompetence led directly to a federally approved disability.

Medical/Safety Impact: Prevents spinal compression and reduces operator fatigue/blurred vision in a live yard.

Feature: Maintenance

Old/Neglected Forklift: Bald tread, zero traction, "Run-to-Failure" mentality.

New/Maintained Forklift: Deep tread for wet/uneven railyard conditions.

Medical/Safety Impact: Prevents forklift collisions and "kill zone" accidents during night shifts.

Causation vs. Aging (The Medical Truth)

The Carrier's attempt to label this injury as "age-related" is medically impossible. If this were age-related wear and tear, the damage would be generalized throughout the spine and would not show significant improvement upon leaving the work environment. The fact that my L4-5 protrusion shrank by over 50% specifically after I was pulled from service proves that the equipment—not aging—was the source of the trauma.

- The "Double Hit": Having injuries at two levels shows a pattern of trauma, not just a single incident. It proves that the "high-vibration" environment was systematically destroying my lower back.
- Scientific Recovery: The fact that the L4-L5 protrusion shrank to 2mm the moment I was "pulled from service" is the ultimate proof for the STB. It shows that the work environment was physically crushing my lower lumbar spine.
- Refuting the Carrier: If it was "just age," it wouldn't be localized to the exact spots (lower lumbar spine) affected by sitting in a forklift.

Feature	November 2024 MRI (Baseline)	July 2025 MRI (Post-Removal)
L4-5 Level	Central disc protrusion and annular tear with central spinal stenosis.	Protrusion decreased significantly (only 2mm remaining).
L5-S1 Level	Global disc bulge and annular tear .	Documented improvement and stabilization.
Working Status	Actively operating high-vibration forklift on bald tires.	Off-duty (Pulled from service June 10).

- **Primary Focus:** L4-5 and L5-S1 levels.
- **Findings:** Global disc bulge, central disc protrusion, and annular tears.
- **Evidence of Vibration Trauma:** While the upper lumbar levels show standard "mild" changes, the L4-S1 levels demonstrate acute mechanical trauma consistent with the high-vibration forklift operation reported in this filing.

1. The "Slip and Slide" (Traction)

Railyards are full of oil, grease, wet gravel, and steel tracks.

The Hazard: Smooth tires have zero "bite." If you are carrying a heavy load and need to brake suddenly to avoid a moving train or a coworker, bald tires will just slide like skates on ice.

Public Interest: This is how "yard fatalities" happen. A carrier that allows bald tires is a carrier that has abandoned its Safety Integration Plan.

2. The "Track Trap" (Climbing High Tracks)

The Hazard: When a tire is smooth, it can't get a grip to climb over the rail. The tire will spin, causing the forklift to "buck" or "jar" violently.

Medical Impact: That "bucking" motion is what caused the compression and protrusion in your L4-L5 and L5-S1. Each time the bald tire slipped and then suddenly grabbed, it sent a shockwave straight up the steering column and seat into your spine.

3. OSHA & FRA Standards

Under federal safety guidelines, forklift tires must be replaced if they show:

- Large chunks missing.
- Tread wear below the "wear line" or if the tread is smooth.
- Visible structural damage.
- The Fact: Management calling a bald tire "not a safety issue" (as Alexi did on Page 38) is a direct contradiction of federal safety standards.

ANALYSIS OF EQUIPMENT NEGLIGENCE AND MANAGEMENT INCOMPETENCE

The "Airless Pneumatic" Contradiction: Evidence of Bad Faith and Disregard for Safety

I submit this analysis to the Board to demonstrate how Carrier management utilized professional incompetence and clinical terminology to belittle my legitimate safety concerns. During my investigation, Manager Alexi Younger admitted on the record (Page 38) May 8th, that the forklift I was forced to operate was equipped with tires she described as "Pneumatic" but then explicitly stated they "do not require air."

This is a physical and linguistic impossibility. By definition, a "pneumatic" tire is one that is filled with air to provide shock absorption. By insisting that an air-filled tire "does not require air," Younger was admitting that she was forcing me to operate on Solid Rubber equipment with zero vibration dampening. This wasn't an "effective conversation"—it was a coordinated attempt to dismiss a professional safety report as "paranoia" while forcing me to work on equipment that was physically destroying my spine.

Management claimed bald tires 'did not pose any safety issues.' In reality, smooth tires in a live railyard provide zero traction on steel tracks and oil-slicked surfaces. This equipment failure caused the forklift to spin and jar violently when crossing high tracks, creating the repetitive trauma that resulted in my federally approved spinal disability.

Petition for Board-Initiated Investigation and Mandatory Conditions.

BEFORE THE SURFACE TRANSPORTATION BOARD

DOCKET NO. FD 36873

UNION PACIFIC CORPORATION AND UNION PACIFIC RAILROAD COMPANY
—CONTROL— NORFOLK SOUTHERN CORPORATION AND NORFOLK SOUTHERN
RAILWAY COMPANY

PETITION FOR BOARD-INITIATED INVESTIGATION AND PROPOSED MANDATORY
MERGER CONDITIONS

I. MOTION FOR BOARD-INITIATED INVESTIGATION

The Complainant hereby moves the Surface Transportation Board (STB) to initiate a formal investigation into systemic safety violations, administrative fraud, and pre-merger labor displacement patterns. This investigation must not be limited to a single department; as documented herein, there is a carrier-wide pattern of using Rule 1.6 dishonest disciplinary tactics to purge senior "Legacy" and other labor across all crafts. These issues are of national significance, revealing a "Culture of Defiance" that threatens the integrity of the North American rail network should the proposed merger be approved.

Specific Grounds for Investigation:

Carrier-Wide Procedural Fraud: Inquiry into the use of falsified testimony and biased Hearing Officers to facilitate "purges" across all departments.

Systemic Safety Risks: Investigation into "Run-to-Failure" maintenance strategies resulting in permanent disability and "Kill Zone" infrastructure hazards.

Spoliation of Evidence: Inquiry regarding the intentional deletion of original disciplinary audio records, preventing transparent federal oversight.

II. SUMMARY STATEMENT ON THE PUBLIC INTEREST

The Applicants have established a pervasive culture inconsistent with the public interest. The disregard for binding federal labor board awards proves that the Applicants do not respect federal mandates. This suggests any labor protective

conditions imposed in FD 36873 would be met with bad-faith evasion across all departments.

III. MASTER INDEX OF SUPPORTING EXHIBITS

(Refer to the previously provided detailed list of exhibits)

IV. PROPOSED MANDATORY CONDITIONS FOR MERGER APPROVAL

Independent Third-Party Safety Audits: Mandatory semi-annual audits of all yard equipment for "Fit-for-Purpose" certification across all facilities.

Establishment of a Federal Labor Monitor: Oversight of ALL disciplinary hearings for ALL departments and crafts to ensure evidence integrity.

Permanent Ban on Expunged Records: Sanctions for any Carrier found using expunged discipline to bypass federal protections for any employee.

Retention of Audio Records: Mandatory 5-year retention of original disciplinary audio for all crafts to ensure regulatory transparency.

V. CONCLUSION

The evidence presented herein reveals a culture of defiance that cannot be cured by mere promises of future compliance. The Complainant respectfully requests that the Board reject the merger. Approval would grant the Applicants unprecedented control over the North American rail network despite a proven track record of bad-faith labor practices and the intentional subversion of federal oversight.

VERIFICATION

I, Ruth Tines, verify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Further, I certify that I am qualified and authorized to file this Petition.

Executed on: May 4, 2026

/S/ Ruth Tines

% Northwest Registered Agent Service, Inc,

2501 Chatham Rd Suite N,

Springfield, IL 62704

MS. R. L. TINES
EMPLOYEE NO: 0211669

Alexia Younger
Admission I told her the
forklift tires Needs changing

QUESTIONS BY: MR. S. B. PALMATARY (Q1) [Continued]
QUESTIONS BY: MR. Z. E. ZARLING (Q2)
STATEMENTS OF: MS. A. K. YOUNGER, WITNESS

A My personal testimony. These actions have created a breakdown in communication and collaboration, directly impacting- impacting team cohesion and overall performance. Verbal exchanges with Ruth Tines have become increasingly less productive, and her paranoia with management makes for an ineffec- ineffective conversation. I have a Manager's Log that I would also like to submit or read for the record. This occurred on 5-8-2025. This was a one-on-one meeting that I had with Miss Tines.

Held a one-on-one meeting with all employees this week. I called Ruth Tines into my office and told her that I was conducting one-on-one meetings with everyone. I was giving her an opportunity to provide- an opportunity to provide feedback and/or discuss any concerns that she may have had. Ruth has exhibited an increasing reluctance to participate in meetings with management. I pressed Ruth during this one on one and advised that this was her chance to talk about anything, and her temperament was that of distrust.

The little that she did add during this conversation was regarding our camera system, the cell phone policy and a forklift repair. Ruth questioned the current camera replacement project and alluded to the dishonest intentions of management adding in more cameras to spy on employees. I told Ruth that the installation had nothing to do with management spying on employees, and that the project had previously been budgeted for. Ruth also mentioned that the cell phone policy should not be a big deal and that she has witnessed management on their cell phones while in the Warehouse. She specifically said that she had previously witnessed Delarrio Perkins on his cell phone before. I expressed to Ruth that cell phones are a distraction and create safety issues.

Lastly, Ruth mentioned that one of the forklifts needed a tire repair and said- I'm sorry, and she said that during Delarrio Perkins's last visit, he said if the tire was bad to have it repaired. I explained how solid pneumatic tires do not require air, and that is his opinion, and

*Management did Not think
Tires were a Safety issue.*

tires did not pose any safety issues. As our meeting concluded, Ruth proceeded to open my office door and exit, but then stopped, telling me to make sure that I gave Aaron Villa, my Supervisor, his Service Salute [phonetic] that she had previously submitted. I affirmed to Ruth that I would be sure to give the ser- Supervisor his Service Salute.

After Ruth's one on one, I then called Aaron Villa into my office to conduct his one on one. We- we closed my office door to commence our meeting, and Ruth returned, knocked on my closed door and asked if I was allowed- I'm sorry, if it was allowed to have her to play music on her phone while operating the equipment. I responded no, that it's not preferable to use phones while operating equipment.

And that ends my statement.

Q1 Okay. So, the Manager Log, RT, on 5-8-2025, I'm gonna mark in as **Exhibit 15**.

A What was **Exhibit 14**?

Q1 **14** was the-

A Thank you.

Q1 -UPRR General Code of Operating report.

A Got it. Thank you. And that was Log RT, 5-8-25?

Q1 Manager's Log dash RT, dated 5-8-25.

A Thank you.

Q1 Miss Younger, do you have any other information to provide?

A I do not.

Q1 Okay.

Back



Past Visit Deta... :

Close

**Clinical Notes by Sister at
2/23/2026 2:45 PM**



Behavioral Health Navigation Intake

Patient Name:

Ruth L Tines

Date of Service:

2/23/2026

**What is the reason for
referral?**

Counseling and IOP
Program

**Important
Information**

- May cause drowsiness. Use care when operating a vehicle, vessel or machine.
- This medication may cause dizziness.
- May cause blurred vision.
- CVS ReadyFill prescription. We'll notify you when the next refill is ready.

Caution: Federal law prohibits the transfer of this drug to any person other than the patient for whom it is prescribed.

Back

Past Visit Deta... : Close

① Always use your most recent med list.

hydrOXYzine 25 MG Tabs
Commonly known as: ATARAX

TAKE 0.6 TABLETS BY MOUTH EVERY 6
HOURS AS NEEDED FOR ANXIETY.

[REDACTED]

→ They knew
the Risk
But still
chose to
deny me
putting Everyone
At Risk

~~EXHIBIT: D~~

RL-20A (02-13)

RAILROAD RETIREMENT NOTICE

U.S. Railroad Retirement Board

844 N. Rush Street, Chicago, Illinois 60611-1275

Date: March 30, 2026

RUTH TINES



IN REPLY, REFER TO:
RUTH L TINES
RUTH TINES

This certifies that you are entitled to receive a disability annuity under the Railroad Retirement Act.

PAYMENT SUMMARY

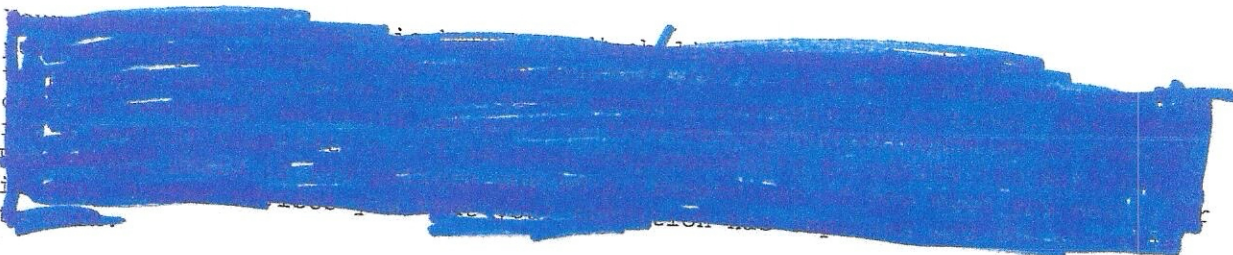
Your annuity consists of separate components. "Tier I" is computed under the Social Security formula. "Tier II" is computed under the Railroad Retirement formula. Benefits will now be paid as follows:

EFFECTIVE DATE	TIER I	TIER II	TOTAL RR RATE
01-01-2026			

INFORMATION ABOUT THIS AWARD

We established your annuity beginning date as January 1, 2026.

Based on your earnings and the information provided on your application, you have a current connection with the railroad industry on your annuity beginning date. The Railroad Retirement Board will pay survivor benefits based on your earnings record.



Please remember that no annuity is payable for any months you are credited with railroad service from your former railroad employer. These service months



BUILDING AMERICA®

Carrier used
Expunged record
To justify termination

October 9, 2025

Mr. Kevin Lattimer
National Representative - TCU
193 East 123rd Street
Carbondale, KS 66414
LattimerK@TCUnion.org

Organization File: 45-21432
Carrier File: 1831859

Dear Mr. Lattimer,

This letter is referring to the Organization's letter dated September 12, 2025, received in this office electronically on September 12, 2025, appealing the discipline issued to Supply employee Ruth Tines (EID 0211669), hereinafter referred to as "Claimant". Claimant allegedly violated Rule 1.6 – Conduct and Rule 1.6 – Quarrelsome per the "Notification of Discipline Assessed" letter dated Tuesday, July 15, 2025. It is the Carrier's position that the charge assessed was proper, warranted dismissal, and was not arbitrary or capricious in any manner. Accordingly, the Organization's request for the Carrier to clear her record of this charge is denied in its entirety for the reasons below.

In its letter, the Organization argues:

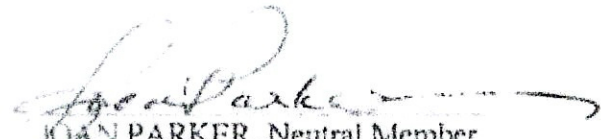
"Carrier violated UP/TCU CBA Rule 45 – Discipline Procedure, among others, when it improperly dismissed UP Clerical employee Ruth Tines (EID 0211669), henceforth known as Claimant, from service for allegedly violating 1.6: Conduct and 1.6: Quarrelsome per the "Notification of Discipline Assessed" letter dated Tuesday, July 15, 2025, (Attachment A) and did not ever furnish the transcript of evidence to the Claimant."

"Carrier shall now be required to return Claimant to service and make her whole; compensate her for all wages, overtime and holiday pay, including any other compensation Claimant may have earned during the time Claimant is held out of service. Further, Claimant's record will be cleared of the charges made in this matter, and all rights, privileges and seniority shall be restored unimpaired. Claimant shall also be reimbursed for any amounts paid by Claimant for medical, surgical or dental expenses for Claimant and Claimant's dependents to the extent that such payments would be payable by the current insurance carriers covering Claimant's fellow employees in the craft. Claimant shall also be reimbursed for all premium payments Claimant may have to make in the purchase of substitute health, dental and life insurance; this and the above claims shall be considered as on-going and therefore shall continue until such time as this dispute is settled."

The Carrier disagrees. The Carrier respectfully submits that the evidence presented in this investigation clearly and convincingly supports the charges brought against the claimant for violations of Rule 1.6 – Conduct: Insubordinate and Quarrelsome.

Award:

The claim is sustained in part. In accordance with the above Opinion and Award, Claimant shall be reinstated to her position, and all associated discipline shall be removed from her work record. Additionally, Claimant shall receive back pay for the period between the date of her dismissal, March 26, 2020, and the date on which she declined the Carrier's offer to reinstate her to her job, August 20, 2020.

 CARRIER MEMBER	 JOAN PARKER, Neutral Member	 ORGANIZATION MEMBER
DATED: 10/07/2022		DATED: 10/07/2022

AP

2020 dismissal mentioned
Twice in the Appeal
Denial letter Pages 2 & 4

This is not an isolated incident. Ms. Tines has previously been disciplined, including dismissal, for similar conduct. Despite being afforded the opportunity to return to service, she has continued to exhibit the same disruptive, disrespectful, and combative behavior that undermines the integrity of our workplace.

On May 21, 2025, Ms. Tines entered her manager's office with a witness, accused her supervisor of dishonesty and harassment, and refused to provide any specific examples or engage in a constructive dialogue. She escalated the situation by continuing the conversation on the warehouse floor, in violation of professional conduct expectations.

On June 5, 2025, during a formal coaching session regarding the May 21 incident, Ms. Tines again displayed insubordinate behavior. She interrupted her manager, accused her of lying, and refused to allow the coaching to proceed in a respectful manner. This behavior was witnessed by a senior manager and documented in multiple logs and the MAPS Coaching Form, which Ms. Tines signed, albeit with a dismissive comment that "the truth is exaggerated."

The Carrier has presented:

- Consistent and corroborated testimony from multiple management witnesses.
- Detailed manager logs (Hearing Exhibits 4-12) documenting the events and Ms. Tines' conduct.
- A clear timeline of events, supported by video surveillance and witness narration.
- A history of similar behavior, demonstrating a pattern of insubordination and quarrelsomeness.

The Carrier has made every effort to address Ms. Tines' behavior through coaching and progressive discipline. However, her continued refusal to engage respectfully with leadership, her accusatory tone, and her disregard for workplace decorum leave the Carrier no choice but to pursue dismissal.

As an example, the Claimant has been repeatedly instructed by her managers to park in the employee parking spaces yet chooses to park her vehicle next to the door in the "no parking" zone.

Alexia Younger notes this in her timeline of the events of May 21, 2025, on **Pg 28** of the Hearing Transcript:

"7:01 a.m. As I often do every morning, I made my rounds in the morning to see if there was any freight that was still staged outside or on the dock from the previous day and noticed Ruth's car parked alongside the building in a no parking zone."

The Organization seemingly agrees in its September 12, 2025, letter that dismissal should be reserved for repeated offenses, which is clearly the case with the Claimant.

On Pg 30 of the Transcript, the video evidence is being reviewed along with the timeline provided by Manager Younger:

*"7:54:30 a.m. Warehouse work station camera: Ruth comes upstairs again, **stands at the threshold of my opened office door, knocks on my door, makes the hand gesture to me to wait a minute**, then steps next door to Aaron's office, tells him that she needs him to come into my office as a witness. (emphasis added)*

*7:55 a.m. Ruth and Aaron both come into my office and Ruth sits down and makes a comment that she needed Aaron to be a witness to the conversation that she was about to have with me **because I was a dishonest person she said- and she did not want her words to be twisted up.** (emphasis added)*

7:56 a.m. I asked Aaron to shut my office door so that the conversation remained confidential.

8:14:09 a.m. Ruth exits my office first, then Aaron exits my office at 8:14:13 a.m.

8:14:15 a.m. Ruth walks down several stairs and stops and firmly comments, pointing to Aaron's office, keep Aaron out of this. He is not to be brought into this.

8:14:25 a.m. I immediately got up from my desk and walked to the threshold of my office door to tell Ruth that this is not the conversation to be had- held in the Warehouse, and that she had- if she had more to discuss, that she needed to keep- step back into my office and close the door."

The three statements above indicate that Ms. Tines did indeed knock on Manager Younger's door, and that she accused Ms. Younger of being a liar. Ms. Tines has demonstrated a consistent pattern of distrust when it comes to her management team. She claims it has started recently, but Carrier records show Ms. Tines was dismissed for the same Rule violation in March of 2020 and brought back to work by award on October 7, 2022.

Pg 50 Alexia Younger:

*"A Yeah- yes. I did write up a- a very short and simple statement. I have a couple things I do want to read though. Ruth Tines has demonstrated a consistent pattern of behavior that undermines the integrity and effectiveness of the workplace. **This included provoking management, engaging in disingenuous dis- disingenuous discussions that do not aim to resolve concerns, and exhibiting a persistent distrust of leadership.** (emphasis added)*

When given the opportunity to provide her closing statement, the claimant simply deferred to her representative and chose not to engage in any questioning with the witnesses. When asked if she felt if she had violated the Rules her reply was:

Pg 72-73 Hearing Transcript

Q Why have you not violated the rule?

Page 4 of 7

1. What the Award Literally Says

"Claimant shall be reinstated to her position, and all associated discipline shall be removed from her work record."

That is an unambiguous directive.

It orders two things:

1. You return to your job, and
2. *All* discipline linked to that case must be wiped clean.

There are no qualifiers such as "some" or "part of."

When an arbitrator uses "all associated discipline," it means complete expungement of every disciplinary entry related to that dismissal.

2. What "Sustained in Part" Means

This legal phrase doesn't limit the discipline removal; it refers to how much of the claim was granted overall, not whether the reinstatement or expungement was partial.

In many decisions, "*sustained in part*" just signals that the arbitrator didn't give every demand the union made — maybe you didn't get full back pay or the arbitrator denied some additional remedies.

But when you read the specific directives (the "Award" paragraph), those instructions control.

In this award, the directives are:

- Reinstatement
- Removal of *all* associated discipline
- Back pay through a certain date

Nothing in the text limits the removal of the discipline.

Regarding a Video from May 21, 2025 with NO Audio Questions & Answers Start on Line 19 - 40

MS. R. L. TINES
EMPLOYEE NO: 0211669

Restart Pg. 41

1 and must be reported. Indifference to duty or to the performance of
2 duty will not be tolerated.
3

4 In addition, just summarizing with that violation, the impact that Ruth's
5 behavior has with the operation, it disrupts team cohesion and morale, and
6 undermines management authorities, creates a hostile and uncomfortable
7 work environment and it averts time and resources away from operational
8 priorities.
9

Manager's Perjury

10 Ms. H. N. Rhew:

Objection.

11

12

13 QUESTIONS BY:

MS. H. N. RHEW

14 STATEMENTS OF:

MS. D. W. MERCHANT, WITNESS As Merchant

15

16 Q Do we have any relevance to other employee's statements saying that
17 she's disruptive to the work- workplace?
18

19

20 A No, I don't have a statement, but you can see everybody else is working on
21 the video footage, and Miss Tines was not working. It's a major impact on
22 all overall work dynamics.

23

24 Q In that video it did show that she was sitting at her workstation for some of
25 it. She continued to look at what is- I- was referred to as the i- iForce
26 Board? iTrack board.

27

28 A iScore.
D. Merchant

29 Q iScore board. I apologize. The iScore job bulletin. My understanding is
30 she did not have anything listed on there yet for her that day.
31

32

33 A Is that on the board she didn't have anything listed?
34

35

36 Q On the board.

37

38 Ms. R. L. Tines:

No, the-

39

40 A Is that a question?

41

42 Ms. R. L. Tines:

No, the- no, what she meant-

Whole
Page

Continue Question and Answers
Regarding the Video on that
day "May 21", 2025

MS. R. L. TINES
EMPLOYEE NO: 0211669

Line 1-40
on to
Page
47

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40

A [overtalk]

Ms. R. L. Tines:

-is the pick [phonetic] screen.
The pick screen was empty, I
think, yeah. Because I'm almost
never late, so.

Mr. Z. E. Zarling:

So, back- back to the objection
here.

Ms. H. N. Rhew:

Uh huh.

Mr. Z. E. Zarling:

Will you restate it and reclarify
your objection?

Ms. H. N. Rhew:

The objection was simply that if
you're going to bring in your
understanding of how other
employees are feeling but we
have no validation of other
employees because they have
not submitted statements to their
feeling of whether this was a
either hostile environment, an
insubordinate environment or a
disruption to the workforce for
that day or the days in question.
That's my objection.

Ms. A. K. Younger:

Can I-

QUESTIONS BY:

MR. S. B. PALMATARY (Q1)

QUESTIONS BY:

MR. Z. E. ZARLING (Q2)

STATEMENTS OF:

MS. D. W. MERCHANT, WITNESS

Q2 Miss Merchant, was there a disruption on your side during that day?

A Yes. Yes, there was.

Merchant said she
was on a Medical leave 30 days
and Returned June 3, 2025
Page 14 - Lines 36-39

46

Houston, TX

May 21, 2025
We are still
on the video

Continued to discuss the
video Line 1-8.

May 21, 2025

MS. R. L. TINES
EMPLOYEE NO: 0211669

shown as evidence
No audio or No employees
on the warehouse floor

Perjury
AGAIN

1
2 Q2 Was there also a disruption on Alexia's side?
3 D. Merchant
4 A It was a disruption on Alexia's side as well as Aaron Villa's side.
5
6 Mr. Z. E. Zarling: Then your objection is overruled.
7
8 Ms. H. N. Rhew: Thank you.
9 See Page
10 Q1 Okay.
11
12 A I rest [phonetic].
13
14 Q1 So, we have a- I have a Position Detail Sheet here. I will mark that as
15 **Exhibit 13**. And the General Code- the Rule Details, UPRR General Code
16 of Operating Rules, we'll mark as **Exhibit #14**.
17
18
19 QUESTIONS BY: MS. H. N. RHEW
20 STATEMENTS OF: MS. D. W. MERCHANT, WITNESS
21
22 Q Is that the ruling- the- where you were reading the rule- the ruling from,
23 which rule were you referencing?
24
25 A 1.6 Conduct.
26
27 Q 1.6 of the GCOR?
28
29 A GCOR. I should've gave you a copy.
30
31 Mr. Z. E. Zarling: Yeah, and if we refer back right
32 to the Notice of Investigation
33 here-
34
35 Ms. H. N. Rhew: I just wanted to make sure that
36 was what she was reading.
37
38 Mr. Z. E. Zarling: Yeah, just insubordinate and
39 quarrelsome.
40

How can the Sr. Manager Duane Merchant
testify to anything in Illinois, while on a leave?
In Houston, TX? LINES 36-39

MS. R. L. TINES
EMPLOYEE NO: 0211669

Duane Admit return 6/3/25

1 QUESTIONS BY: MR. S. B. PALMATARY (Q1) [Continued]
2 QUESTIONS BY: MR. Z. E. ZARLING (Q2)
3 STATEMENTS OF: MS. D. W. MERCHANT, WITNESS
4

5 Q1 How do you- how are you supervising or how are you related to Miss
6 Tines?
7

8 A Miss Tines's direct manager reports directly to me. So, I am the Senior
9 Manager of the region, so in- in that capacity I interact with Miss Tines.
10

11 Q1 Okay. I understand. You're the- Miss Tines's boss is your- her boss.
12

13 A Yes, correct.
14

15 Q1 Okay. I understand. Did you make an inquiry into the observation the
16 occurrence under investigation?
17

18 A Yes.
19

20 Q1 What information was determined from that inquiry or observation?
21

22 A Can you repeat the question?
23

24 Q1 What information was determined from the inquiry or observation into this
25 incident?
26

27 A Okay. So, on the observation that I witnessed on June 5th, 2025, Miss Ruth
28 Tines was insubordinate and quarrelsome when receiving a coaching with
29 her direct Manager, Alexia Younger.
30

31 Q1 Okay.
32

33 Q2 And how did you come to this conclusion?
34

35 A So, during the- the actual coaching- kind of need to step back and actually
36 explain how it all came about. You know, when I came back- I was out of
37 work for 30 days due to a medical issue. On June 3rd when I came back to
38 work, I was informed of an incident that occurred between Miss Tines and
39 Miss Younger on May 21st, and, you know, kind of get my footing down and
40 said okay, well what happened. And at the same time, Miss Younger also

2:33

100%



1447



Witness

"H"

Text message

Nov 9, 2022 at 8:35 PM

Like you I don't want them knowing my business. First, I got sick and was hospitalized 7/1 - 7/5. Returned to work and got taken out of service by Chad to be checked for fit duty. I'm still out, but I've been hospitalized again

10/5 - 10/17.

I'm doing better thank God. Don't know when I'll be back to work.

Hopefully in December.

I'm so happy for you



G

Witness "H"
Speaks from the grave.

⇒ Pulled from Service 2 months before 5 year Raise. Never allowed to return Global 1 yard closed down, 6-2023 High Tier 2 pension gone forever. Never received justice.
Pass away November, 2023

Where is the Humanity?



1447



Lavonia U.P.

Like you I don't want them knowing my business. First, I got sick and was hospitalized 7/1 - 7/5. Returned to work and got taken out of service by Chad to be checked for fit duty. I'm still out, but I've been hospitalized again for **respiratory failure** 10/5 - 10/17. I'm doing better thank God. Don't know when I'll be back to work.

Hopefully in December.

I'm so happy for you

😊. Go to Metra if you can.



→ This Clerical Job NEVER required a fitness for duty test. Especially after working the job for over 25 plus years. It was a sedentary role

--NOTICE OF ABOLISHMENT--
BULLETIN KEY ==> 22650560
BULLETIN STATUS ==> OPEN

--POSITION DATA--
TITLE: AGS Gate Clerk WORK GROUP: Global 1 TCF
POSITION ID: C226002306 S1135 000000506

HEADQUARTER: - ILLINOIS DEPARTMENT: Clerical-Zone 226 - UP Northern District
OFFICER: Harvey, Zetron J
POSITION PAY CODE: 016
RATE: 232.26 Daily WAGE GRADE: 04

WORK SCHEDULE:

Sunday	Working 1400 2200 20 Minute Paid	Global 1
	016 AGS Gate Clerk	
Monday	Working 1400 2200 20 Minute Paid	Global 1
	016 AGS Gate Clerk	
Tuesday	Working 1400 2200 20 Minute Paid	Global 1
	016 AGS Gate Clerk	
Wednesday	Working 1400 2200 20 Minute Paid	Global 1
	016 AGS Gate Clerk	
Thursday	Working 1400 2200 20 Minute Paid	Global 1
	016 AGS Gate Clerk	
Friday	Rest Day	
Saturday	Rest Day	

--DATES--

POST: 08/24/2022 00:01 CDT
END: 08/31/2022 23:59 CDT
EFFECTIVE: 08/31/2022 23:59 CDT

BULLETIN REASON: Incumbent Retired Current Owner - Scales, Timmie (0103117)

POSITION TYPE: - -

--POSITION DUTIES--

Verify equipment initials and numbers and make all corrections. Register drivers into the AGS system. Assist road drivers in correcting any issues they may have. Verify hazardous material placards are applied correctly according to the billing. Work with on-site security guards with any issues concerning equipment or road drivers. Verify billing of units in Net Control where needed. Verify holds on units in Net Control and release where needed. Refill paper in the gate kiosks when needed. This position may be asked to work outside arriving and departing units with a handheld device if the AGS system goes down. This position does not do any of the inspections which a gate inspector performs.

Witness "H"
Job description
A desk job.
Never require a
FFD test

T
I'm busy right now
when I'm finished I
will have to look at it
again

Yesterday 5:51PM

[REDACTED] i 😊 first
praise the Lord for
another blessed
marvelous happy
Mondayyyayyy!! in
Jesus name amen
amen and amen.

When did they
purchase new
forklifts? September
2025?

Delivered



Current
text,
showing
Union Pacific
Purchased
New forklifts
Approximately
September
2025
2 months
after I was
fired. and
about 4 months
after my Hazardous
reporting of the
forklift tires
To Alexia Younger
during a one on
one meeting
May 8, 2025

12:50

100%



1442



Hey Terri 🙌 first
p... Lord for
...ssed
...appy
Monday yayyy!! in
Jesus name amen
amen and amen.

When did they
purchase new
forklifts? September
2025?

Delivered



I don't remember, but
someone said it is
still under warranty
because it isn't 6
months old.
Butttt I got stuck in
the sand with it and it
was way before
Xmas so maybe
September is correct



iMessage



Railroad Enrollment Services
PO BOX 150476
HARTFORD, CT 06115-0476

DPSS\$PKG
RUTH TINES
AND SPOUSE AND DEPENDENTS IF APPLICABLE

**IMPORTANT PLAN INFORMATION.
OPEN IMMEDIATELY.**

**COBRA Continuation Coverage Election Notice
For
The Railroad Employees National Health and Welfare Plan
The Railroad Employees National Dental Plan
The Railroad Employees National Vision Plan**

IMPORTANT INFORMATION: COBRA Continuation Coverage and other Health Coverage Alternatives

July 10, 2025

— ONE DAY After hearing > 5 days before dismissal

Dear: Ruth Tines and Spouse and Dependents if applicable,

This notice has important information about your right to continue your coverage in the plans listed above, as well as other health coverage options that may be available to you, including coverage through the Health Insurance Marketplace at www.HealthCare.gov or call 1-800-318-2596. You may be able to get coverage through the Health Insurance Marketplace that costs less than COBRA continuation coverage. Please read the information in this notice very carefully before you make your decision. If you choose to elect COBRA continuation coverage, you should use the election form provided later in this notice.

Why am I getting this notice?

You're getting this notice because your coverage under the Plan will end on October 31, 2025 due to:

Reduction in hours of employment

Certificate of Prior Group Health Plan Coverage

Railroad Enrollment Services is providing this Certificate on behalf of the Plan. For additional information, call Railroad Enrollment Services at 1-800-753-2692.

Date of Certification: July 10, 2025 - Predetermined outcome.

Group Name: The Railroad Employees National Health and Welfare Plan

Plan Administrator:

National Carriers' Conference Committee
251 18th Street, South, Suite 750
Arlington, VA 22202
(202) 860-7200

Health and Welfare Committee
Cooperating Railway Labor Organizations
4239 West 150th Street
Cleveland, OH 44135
(216) 278-7063

<u>Participant Name</u>	<u>Relationship</u>	<u>Coverage Begin Date</u>	<u>Coverage End Date</u>
RUTH TINES	EMPLOYEE	(*)	10/31/2025
ELIGIBLE DEPENDENTS		(*)	10/31/2025

* The Employee and his/her Eligible Dependent(s) have at least 18 months of creditable coverage.

--NOTICE OF AWARD--

BULLETIN KEY ==> 22650601

BULLETIN STATUS ==> AWARDED

--POSITION DATA--

TITLE: Material Handler WORK GROUP: Provigo Store

POSITION ID: C226002321 S1741 000000102

FAILURE TO BID ON A HIGHER RATED POSITION MAY ADVERSELY AFFECT
YOUR EHR OR FEB 7 PROTECTED RATE.

HEADQUARTER: - ILLINOIS DEPARTMENT: Clerical-Eone 226 - UP Northern District

OFFICER: Younger, Alexia R

RATE: 262.88 Daily

WAGE GRADE: 03

I Was a grade 5

WORK SCHEDULE:

Sunday	Working 0700 1500 20 Minute Paid	Provigo, IL
	006 Material Handler	
Monday	Working 0700 1500 20 Minute Paid	Provigo, IL
	006 Material Handler	
Tuesday	Working 0700 1500 20 Minute Paid	Provigo, IL
	006 Material Handler	
Wednesday	Working 0700 1500 20 Minute Paid	Provigo, IL
	006 Material Handler	
Thursday	Working 0700 1500 20 Minute Paid	Provigo, IL
	006 Material Handler	
Friday	Rest Day	
Saturday	Rest Day	

Other protected
Feb 7 employees
were paid
between
grades 5 - 7

Purged
in 2019
2023
2025

--DATES--

POST: 07/16/2025 07:00 CDT

END: 07/22/2025 07:00 CDT

EFFECTIVE: 07/23/2025 00:01 CDT

Posted less than 24hr After
dismissal. Replaced By a
non-CNW Legacy employee
grade 3

BULLETIN REASON: Incumbent Dismissed Last Permanent Owner - Ruth L. Tinea (0211669)

POSITION TYPE: PERMANENT

--POSITION DUTIES--

Handle and identify material in receiving, issuing, shipping, and storing operations. Operate highway vehicles, lift trucks, tractors, cranes and other equipment in handling material to/from rail cars, trailers, and trucks; daily inspection and prescribed routine equipment preventative maintenance activities as needed. Accurately prepare documents and process data used to account for materials being received, stored, issued or shipped in applicable systems. Must possess the ability to recognize and reduce inventory error as accuracy is essential in the inventory management. Maintaining material inventory and providing attention to organization and accuracy is required for all aspects of the position. Maintain work areas in a neat, clean and secure

Evidence of Premeditated Retaliatory Vendetta

"I, Ruth Tines, verify under penalty of perjury that Senior Director Delarrio Perkins engaged in a documented campaign of intimidation and personal vendettas. Specifically, Director Perkins confronted me with the following threatening statements:

- He asked me repeatedly: 'Do you believe in karma? Have you ever heard of karma?'
- He stated: 'I believe in karma.'
- He further warned me: 'I am not Jesus; I only have two cheeks to turn.'

Operational Impact: For a Senior Director of Finance and Supply Chain to use 'karma' and physical metaphors like 'two cheeks to turn' as a threat against a 33-year veteran reporting safety hazards is a total breakdown of professional governance. This proves that my removal from service was not based on a rule violation, but was a premeditated retaliatory hit sanctioned by senior leadership while top executives looked the other way.

VERIFICATION

I, Ruth Tines, verify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct, including the testimony regarding the retaliatory threats made by Senior Director/Finance Delarrio Perkins. Further, I certify that I am qualified and authorized to file this Petition.

Executed on: May ^{YRLT} 1, 2026

/S/ Ruth Tines

03/09/2020

Ruth Tines
Employee ID: 0211669
3548 W 76th Pl
Chicago, IL 60652

Subject: NOTICE OF INVESTIGATION

Dear Ruth Tines:

Please report to Proviso Supply Warehouse, 7 East Lake St Northlake, IL at 09:00 hours on 03/16/2020 for the hearing to develop the facts and determine your responsibility, if any, in connection with the below charge.

On 03/05/2020, at the location of Supply Warehouse Operations, Proviso, at approximately 07:30 hours, while employed as a Material Handler, you allegedly were insubordinate, discourteous, quarrelsome during the job briefing, held by the Senior Director. This is a possible violation of the following rule(s) and/or policy:

- 1.6: Conduct - Quarrelsome
- 1.6: Conduct - Discourteous
- 1.6: Conduct - Insubordinate
- 1.13: Reporting and Complying with Instructions

Under the MAPS Policy, this violation is a Dismissal event. Based upon your current status, if you are found to be in violation of this alleged charge, Dismissal may result.

The investigation will be conducted in accordance with applicable provisions of the collective bargaining agreement between the Company and the organization representing your craft or class. You are entitled to representation and to present witnesses at your own expense in accordance with the agreement. Any request for postponement must be submitted in writing, including reason therefore. A copy of your written request for postponement must be given to me. I can be reached at phone number 402-544-5257.

You are being withheld from service pending the results of the hearing.

The Rail Safety Improvement Act requires employees obtain their mandatory rest before attending a hearing. If you work an Hours of Service (HOS) covered position and you have not obtained the mandatory rest prior to commencement of the hearing, you cannot, consistent with the requirements of the RSIA, be allowed to attend or participate in the hearing and will be considered as having elected not to attend the hearing.

Respectfully,

Delarrio Perkins
Sr Dir Warehouse Operations

cc: Delarrio E Perkins, deperkin@up.com - E-Mail
Jeffrey Egnoske, egnoskej@tcunion.org - E-Mail
Lamar Henderson, lphender@ncscup.com - E-Mail
Thomas M Iacobellis, tmiacobe@up.com - E-Mail

Delarrio Perkins now works
with CFO Jennifer Hamann.
Charged me with Everything
under Rule 1.6 After asking me
have I heard of Karma
Recycled the same threat in
20251 but this time it's benefits
the synergy promise for the
Big merger - FD 36873

07/15/2025
Ruth Tines
Employee ID: 0211669
3548 W 76th Pl
Chicago, IL 60652

Subject: NOTIFICATION OF DISCIPLINE ASSESSED

Dear Ruth Tines:

This Notice is in reference to the hearing held on 07/09/2025 in Northlake, IL as originally outlined in the 06/11/2025 Notice of Investigation for the following incident/event:

On 06/05/2025, it was alleged you were insubordinate and quarrelsome when your manager, Alexia Younger, attempted to provide coaching on a prior incident..

After careful consideration of the evidence presented at the hearing, I find the charges against you have been substantially supported by the evidence presented and are upheld for violation of the following rules and/or policies:

- 1.6: Conduct - Insubordinate
- 1.6: Conduct - Quarrelsome

You are hereby dismissed from all service with Union Pacific Railroad. Immediately arrange to deliver all Company property in your possession to Alexia Younger.

Be advised, your personnel record has been updated to reflect the assessment of a Dismissal.


Respectfully,
Delarrio Perkins
Sr Dir Warehouse Operations

cc: Heather Nicole Rhew, 4534 Calderwood Ct, Smithton, IL, 62285 - Us Certified Mail Return Receipt (Rre)
Electronic
Kevin Lattimer, 193 East 123rd Street, Carbondale, KS, 66414 - Us Regular
Michael Norman Bailey, mbailey1@up.com - E-Mail
Scott R Armstrong, sarmstr@up.com - E-Mail
Delarrio E Perkins, deperkin@up.com - E-Mail
Craig G Ingrisano, cgingris@up.com - E-Mail
Zachary E Zarling, zezarlin@up.com - E-Mail

SAME Person
"Conflict of interest"
who fired me-2020+2025
Threatened me two
different years
filed a Whistleblower
Complaint against
Twice.

D. Perkins Managers Log: Alexia Younger (Proviso, Ruth Tines)

On May 21, 2025, I received an email (MGR's Log) from Alexia Younger. After I reviewed the email, I immediately called Alexia to gain additional understanding of the events that had occurred between her Ruth Tines and Aaron Villa. Alexia went on to advise that Ruth Tines had entered her office abruptly and was rude in her approach about how she'd felt that Alexia had treated her as well as the company.

Alexia then went on to tell me about some of the difficulties she had had with this employee temperament as well, as attendance. She advised of previous conversations she had with employees regarding things like open toe shoes which are not allowed in the warehouse space, Also the not parking in the allocated space provided for Supply warehouse employees.

Alexia went on to state that Ruth Tines really would not provide an opportunity for her to explain or even respond with feedback addressing the original concerns. I asked what was the 1E (Aaron Villa) doing at the time of the incident. She informed me that RT would not let him speak and continued stated he was her witness and there for her and should not be speaking on any other behalf.

4m At that point I asked why we had not previously coached or charged RT for violating previous UPRR policies and rules. I then informed Alexia to be sure to get a statement from Aaron Villa on what had transpired that day. I advised her that I will be speaking with LBR and Ruth Tines will need to be charged immediately on Rule 1.06.

1.6: Conduct

Employees must not be:

1. Careless of the safety of themselves or others
2. Negligent
3. Insubordinate
4. Dishonest
5. Irrational
6. Quarrelsome
- or
7. Disrespectful

Any act of insubordination, misconduct, or willful disregard or negligence affecting the interest of the company or its employees is cause for dismissal and must be reported. Indifference to duty or to the performance of duty will not be tolerated.

Rule Updated Date
April 7, 2010

Delarrio Perkins and Alexia Younger were the subjects of my Whistleblower complaints.

Read 4th Paragraph - Sr Director/finance
Never ask to get my statement

He was Anxious to call Labor Relation to get me charged.
He sent a snippet to Alexia of EVERY Rule 1.6.



How
Rail yard
tires
Should
NOT
Look

Should
Pull out
of Service

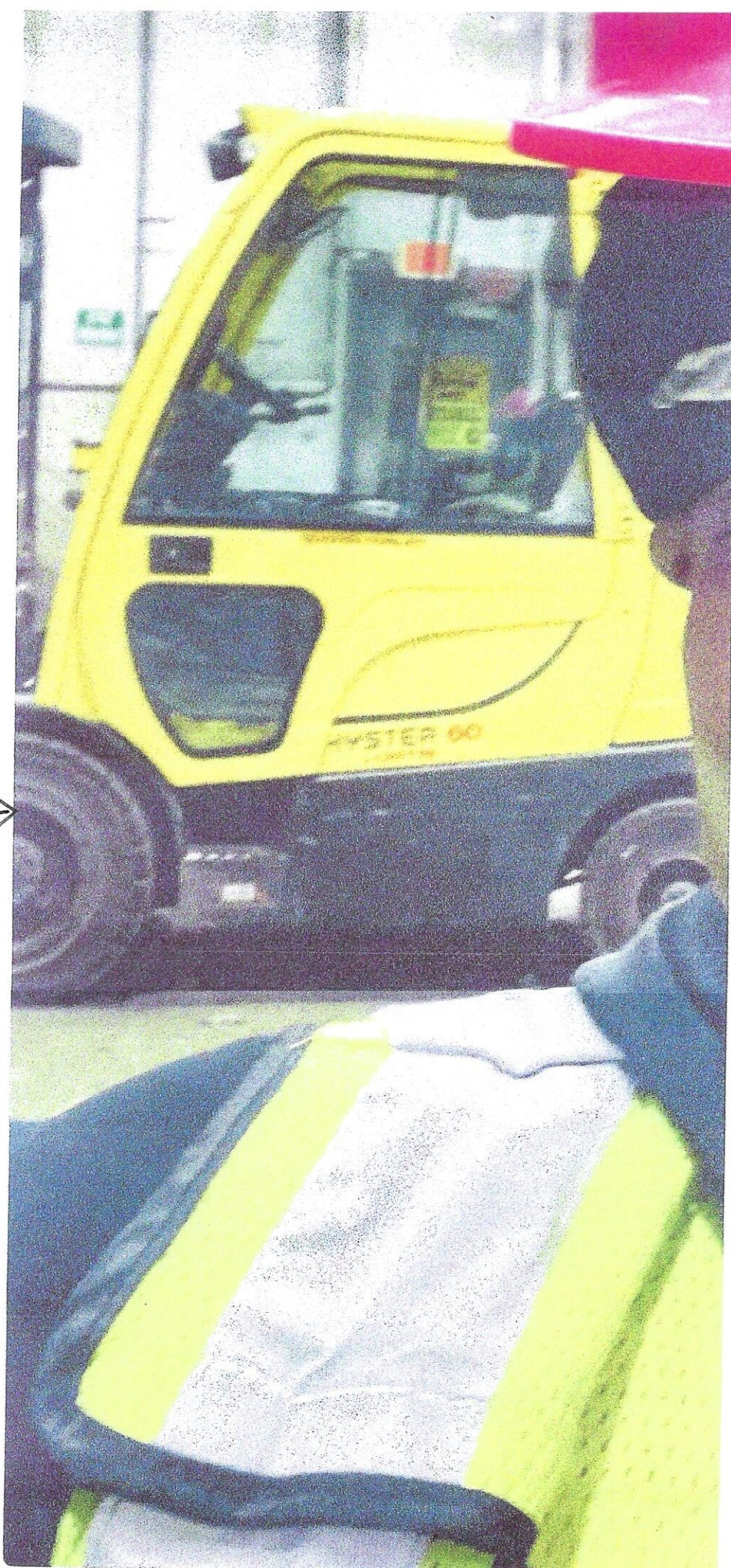
Quote
7-9-25
Tires did
not pose
"any"
safety
issues.

Alexia
Younger
Manager
of Supply
Department

Tire condition
at Proviso, IL
Department -
forklift Supply

UP
Close
Condition
of fire
Alexia Younger
Proviso, IL
Manager
claim did
NOT Pose
A HAZ
danger

Side
photo of
bald
tires
Maybe
1-2 mm
of tread
on the
edge



Condition
of cracked pot
holes and high
tracks

Location
PV34E
Proviso, IL

How Rail yard tires should look



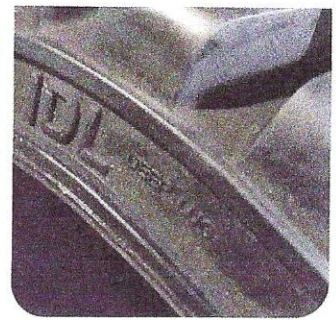
2.50x15-7.50" Solid
\$726.56
Forklift Tire Comp...



Solid Resilient Forkli
\$625.00
Industrial Rubber ...



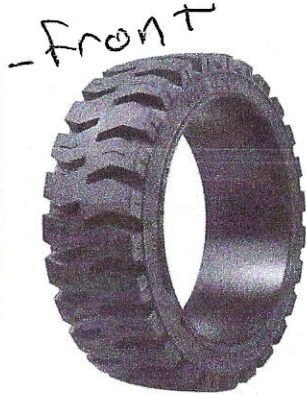
21X7X15 tires Wide T
\$262.00
Chicago Tire



21x7x15 tires Super :
eBay
Side



21x7x15 tires Super :
\$267.00
eBay



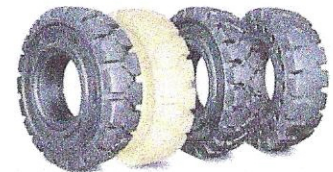
22X12X16 tires Wide
\$471.00
Chicago Tire



6.50-10 10PR E 122A
\$84.67
OTRUSA.COM



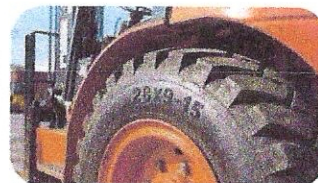
Pneumatic Forklift T
Trelleborg Tires



8.15x15-7.00" (28x9-
\$602.22
Forklift Tire Comp...



How to Choose the
Andersen Material...



The Definitive Guide
Global Excel Tyres



Top Forklift Tires for
ZONE machinery



Additional exhibits and supporting documentation are available and will be provided upon request.

BEFORE THE SURFACE TRANSPORTATION BOARD

DOCKET NO. FD 36873

CERTIFICATE OF SERVICE

I, Ruth Tines, hereby certify that on this 5th day of May, 2026, I have served a true and correct copy of the foregoing comments upon all Parties of record via email. The following Parties have been served by United States Mail.

Lead Representatives & Government

- Michael L. Rosenthal, Covington & Burling LLP, One CityCenter, 850 Tenth Street NW, Washington, DC 20001
- Raymond A. Atkins, Sidley Austin LLP, 1501 K Street NW, Washington, DC 20005
- Joseph H. Carpenter IV, Norfolk Southern Corp., 650 West Peachtree Street NW, Atlanta, GA 30308
- Christopher B. Conlin, Union Pacific Railroad Co., 1400 Douglas Street, Stop 1580, Omaha, NE 68179
- Hon. Jenifer Soulikias, Administrative Law Judge, 395 E Street SW, Washington, DC 20423
- U.S. Dept. of Justice, Antitrust Division, Room 3109, 950 Pennsylvania Avenue NW, Washington, DC 20530
- Rep. Paul Evans (OR), Rep. Zack Gramlich (AR), Eal Sarkar (Harris Co.), and Adan Flores (TX).
- Bill Coomer, 1502 S Main Street, Piqua, OH 45356
- Rachel Neal, 909 Harrison Avenue, Greenville, OH 45331
- Daniel Oneil, 2313 Judy Drive, Meraux, LA 70075
- Jeffrey Goodman, 3455 Knight Street, Shreveport, LA 71105
- Marcie Stammen, 71 Sweet Loretta Way, North Star, OH 45350
- Richard Diek, 26252 Millstone Drive, Denham Springs, LA 70726

I also certify that the original was filed electronically with the Surface Transportation Board.

Signature: /s/ Ruth Tines

c/o Northwest Registered Agent Service, Inc.

2501 Chatham Rd. Suite N

Springfield, IL 62704