

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

VERIFIED STATEMENT

OF

MAQUI B. PARKERSON

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VERIFIED STATEMENT
OF
MAQUI B. PARKERSON

1. My name is Maqui B. Parkerson. I am Vice President Labor Relations for Union Pacific Railroad Company (“UP”). I have held my current position since April 20, 2022. I joined UP as Vice President Labor Relations and Sustainability in April 2021. Before joining UP, I was Vice President Labor Relations for The Kansas City Southern Railway Company (“KCS”). Prior to that, I held positions in the Law Departments of KCS and Norfolk Southern Corporation. I began my railroad career in the Law Department of Norfolk Southern Corporation in May 1998. I earned a bachelor’s degree in Economics and Mathematical Methods in the Social Sciences from Northwestern University, a Juris Doctor degree from the William and Mary Law School, and a Master of Science degree in Transportation Management from the University of Denver.

2. In my role as Vice President Labor Relations at UP, I am responsible for negotiating collective bargaining agreements with all of the labor organizations that represent UP’s employees. I also have overall responsibility for the administration of UP’s collective bargaining agreements and lead UP’s Labor Relations Department. UP Labor Relations works closely with other departments to collaborate with labor union leaders on various change initiatives to support the company’s Safety, Service, and Operational Excellence strategy while ensuring compliance with all applicable agreements, policies, laws, and regulations.

3. I submit this Verified Statement in support of the proposed transaction involving UP and Norfolk Southern Railway Company (“NS”). As I explain in more detail below, this transaction is expected to protect and enhance employment opportunities for railroad craft employees. The public benefits of the transaction are based on service improvement and traffic growth, which will promote employment security for railroad craft employees. Although the Applicants expect to realize significant operating efficiencies as a result of the transaction as described in the Operating Plan, they also expect that the improved service offerings made possible by the transaction will result in traffic growth following approval, and thus provide employment and job security for Applicants’ employees. Accordingly, Applicants have made an unprecedented commitment, discussed below, to provide job opportunities for current craft employees who wish to continue and finish their careers as employees of the combined railroad system. This commitment is further detailed in groundbreaking agreements with the International Association of Sheet Metal, Air, Rail and Transportation Workers – Transportation Division (“SMART-TD”), which is the nation’s largest rail labor organization, as well as with the National Conference of Firemen & Oilers (“NCFO”), the Brotherhood of Railroad Carmen (“BRC”), the International Brotherhood of Boilermakers (“IBB”), the United Supervisors Council of America (“USCA”), and the American Train Dispatchers Association (“ATDA”).

4. Further, UP and NS are parties to the so-called “Cramdown Agreements.” Pursuant to those agreements, UP and NS will seek implementing agreements that modify collective bargaining agreements only to the extent

necessary to achieve the benefits of the transaction, thus reducing the risk of labor disputes in connection with implementation of the transaction.

I. Current Operations and Union Representation

5. As described in the Amended Application, UP is a Class I freight railroad system operating in 23 states in the western two-thirds of the United States. NS is a Class I freight railroad system operating in 22 states in the eastern United States and the District of Columbia. The chart below shows craft employee populations by craft for the Applicants.

Table 1¹
UP and NS Agreement Employees (as of September 15, 2025)

Craft	Norfolk Southern Railway	Union Pacific Railroad	Total
Car Mechanical	920	1,205	2,125
Clerical	370	573	943
Communications	138	211	349
Equipment Mechanical	154	242	396
Locomotive Mechanical	1,352	2,242	3,594
Signal Maintainers	965	1,472	2,437
Track Maintainers	3,010	5,844	8,854
Engineers	3,415	5,688	9,103
Trainpersons	4,583	8,230	12,813
Train Dispatchers	285	0	285
Union Supervisors	0	495	495
Yard Controllers	292	153	445
Total	15,484	26,355	41,839

6. The craft employees of both UP and NS are covered by collective bargaining agreements negotiated between UP and NS, respectively, and more than

¹ See Workpaper “Craft Employee Impact Report.xlsx,” Tab “Craft Employee Summary.”

a dozen national unions and general committees. Generally, the same labor organizations represent the employees of both carriers with the exception that NS's train dispatchers are represented while UP's are not. Some of the craft employees on each carrier are covered by multiple collective bargaining agreements, corresponding generally to the territories of formerly separate railroads that have since been merged into the Applicants. The only subsidiary or affiliate with separate collective bargaining agreements is the Alton & Southern Railway, which is owned by UP; all other collective bargaining agreements are between UP or NS and the labor organizations that represent their employees.

7. Under Subchapter I of the Railway Labor Act, 45 U.S.C. §§ 151-165, railroad collective bargaining agreements remain in effect until amended by the parties. The collective bargaining process typically occurs in "rounds" of bargaining, which begin when the existing agreements permit the parties to serve notices seeking to amend the contracts. The current round of collective bargaining began on November 1, 2024. At the time of the filing, UP and NS had reached agreements with almost all the labor organizations representing their employees. The agreements are effective through the end of December 31, 2029, and thereafter until amended.

II. The Effects of the Proposed Transaction and Applicants' Commitment to Provide Employment Opportunities for All Current Employees

8. The UP/NS combination protects employment opportunities for craft employees of the combined system. The proposed transaction is an end-to-end combination. There are no abandonments, discontinuances, or line divestitures contemplated. Applicants project the proposed transaction will add 2,327 craft jobs

once UP and NS operations are fully integrated, which is expected to be three years after the transaction is consummated (“the end of Year 3”).²

9. Initially, while there will be a few opportunities to add craft jobs by insourcing work that is currently being contracted out, Applicants project that the efficiencies described in the Operating Plan will reduce the number of positions required to perform certain functions by 1,156 jobs by the end of Year 3, approximately 2.8 percent of all craft employees of the combined entity.³ However, in line with Applicants’ commitment to provide employment opportunities for all current craft employees, reductions will be realized through attrition or relocating employees to other employment opportunities, which will also help protect Applicants’ ability to handle anticipated traffic increases during the three-year period following the merger. In planning for continued and increased operations, Applicants have taken into account their combined annual attrition rate for craft employees, which is approximately 8.0 percent.⁴

10. Ultimately, Applicants project that growth resulting from the proposed transaction will increase job opportunities for craft employees. Applicants anticipate they will add a net 1,171 craft jobs by the end of Year 3.⁵ The Employee Impact

² See Workpaper “Craft Employee Impact Report.xlsx,” Tab “Craft Impact Summary,” Cell M15.

³ See *id.*, Cell L15.

⁴ See Workpaper “Craft Attrition Rates by Union.xlsx,” Tab “Attrition Chart,” Cell E22.

⁵ See Workpaper “Craft Employee Impact Report.xlsx,” Tab “Craft Impact Summary,” Cell O15.

Exhibit in Electronic Appendix A of the Amended Application shows the expected impacts of the transaction to craft jobs in the three-year period following Board approval of the proposed transaction.

11. The Operating Plan and Employee Impact Exhibit set forth in detail the proposed transaction's anticipated impact on craft employees.⁶ To achieve the planned efficiencies described in the Operating Plan and other efficiencies that may become evident as implementation proceeds, Applicants will follow the customary *New York Dock* procedures to obtain any necessary implementing agreements. However, Applicants intend to follow existing collective bargaining agreements and will seek implementing agreements only as necessary to achieve the efficiencies made possible by the transaction and to ensure that sufficient forces are available at the proper locations to support the transaction. Without addressing all of the specific operational changes described in the Operating Plan, or the implementing agreements necessary to achieve them, I note the following with respect to the labor impact of some of the efficiencies therein described:

- Applicants will negotiate implementing agreements to permit train, engine, and yard service crews greater flexibility to protect assignments without regard to the historical boundaries of the formerly separate UP and NS or other artificial limitations. Similarly, Applicants will negotiate implementing agreements to facilitate consolidation of mechanical shop facilities and changes to crew districts, as needed, primarily near locations where Applicants' systems meet and when

⁶ In the Employee Impact Exhibit, the category "Train Crews" includes craft employees who could be working in train or engine service in accordance with applicable collective bargaining agreements depending on how assignments are ultimately bulletined.

necessary to support the optimization of the combined network's mechanical services capacity.

- To support uninterrupted service and provide seamless customer service, clerical functions in Finance, Customer Service, and Crew Calling will eventually be consolidated in Omaha, Nebraska. As uniform technology is implemented across the combined company, most of the functions currently performed by craft employees in NS's headquarters in Atlanta, Georgia, will be relocated to UP's headquarters in Omaha. For example, clerical employees performing crew calling work in Atlanta will be relocated to Omaha once a standardized crew calling process and supporting technology are implemented.

12. To maintain continuity in train dispatching, Applicants will maintain separate dispatching centers for at least five years following consummation, and until such time as Applicants can transition safely and seamlessly to a unified dispatching system. When the merged company elects to combine dispatching functions, it will serve the appropriate notice under Section 4 of the New York Dock conditions and obtain any necessary implementing agreements.

- With regard to Maintenance of Way and Communications & Signals, Applicants will implement best practices and shared technology across the combined system. Applicants will likely seek implementing agreements to permit consolidation of maintenance forces within limited geographic boundaries at or around the interchange locations. Otherwise, Maintenance of Way and Communications & Signals functions will remain largely unchanged during the first three years following the approval of the transaction.

13. Because Applicants expect to realize efficiencies through attrition and anticipate growth will result from the combined entity's more competitive service offerings, Applicants have committed that craft employees employed by either UP or NS at the time of the merger who wish to continue their careers as railroad employees with the combined entity will have the opportunity to do so in some capacity. This unprecedented commitment is conditioned upon the usual requirements for

continued employment including remaining fit for duty, maintaining necessary qualifications, meeting performance and conduct standards applicable to all employees, and accepting available work opportunities. Applicants have entered into agreements with SMART-TD, NCFO, BRC, IBB, USCA, and ATDA that provide further details regarding Applicants' enhanced career job commitments for those crafts.

III. Employee Protective Conditions

14. Applicants anticipate that the Board will impose the *New York Dock* labor protective conditions on its approval of the transaction. *See New York Dock Ry.—Control—Brooklyn Eastern Dist. Terminal*, 360 I.C.C. 60 (1979), *aff'd sub nom. New York Dock Ry. v. United States*, 609 F.2d 83 (2d Cir. 1979). However, as described above, Applicants also have committed to providing career-long railroad employment for current craft employees. Applicants have formalized that commitment in agreements with SMART-TD, NCFO, BRC, IBB, USCA, and ATDA. Further, because Applicants are parties to the so-called “Cramdown Agreements,” Applicants anticipate that they will be able to reach voluntary implementing agreements with SMART-TD and other labor organizations.

15. Applicants have initiated discussions with SMART-TD and other labor organizations for the purpose of negotiating or, at a minimum, laying the groundwork for voluntary implementing agreements. Following Board acceptance of the Amended Application, Applicants will work with impacted labor organizations to reach implementing agreements to be contingent upon the Board's approval of the proposed transaction. It is the Applicants' objective to achieve voluntary implementing

agreements during or shortly after the Board's consideration of this application, and to immediately begin the *New York Dock* implementing agreement process upon approval.

VERIFICATION

I, Maquiling B. Parkerson, declare under penalty of perjury that the foregoing is true and correct. Further, I certify that I am qualified and authorized to file this statement.

Executed this 29th day of April, 2026.


