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313015

ENTERED
Office of Chief Counsel
November 18, 2026
Part of
Public Record

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

COMMENTS OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS IN OPPOSITION TO THE PROPOSED TRANSACTION

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I. Introduction.

The International Brotherhood of Electrical Workers ("IBEW") is an international labor organization representing approximately 901,000 active members and retirees across the United States and Canada. This includes more than 10,000 fulltime railroad employees, thousands of which are employed by Union Pacific ("UP") and Norfolk Southern ("NS") (together, the "Applicants").[1] These members install, maintain, inspect, and repair locomotives, railroad communication networks, train control technology, and other safety-critical infrastructure that the American railroad industry relies on every single day.

When reviewing the proposed merger of two Class I railroads, federal law requires the Surface Transportation Board ("STB" or "Board") to consider "the interest of rail carrier employees affected by the proposed transaction," 49 U.S.C. § 11324(b)(4), as well as the goal of maintaining "fair working conditions for employees," 49 C.F.R. § 1180.1(b). The Board should reject the proposed transaction because it is not in the interest of rail employees, including those the IBEW represents, or the public.

A survey of IBEW members employed by the Applicants reveals confusion, concern, and overwhelming opposition to the merger. The Applicants' safety records also suggest that, if approved, the merger will make employees and the public less

[1] In addition to representing UP and NS employees, the IBEW represents railroad employees at every other Class I railroad, as well as at various Class II and Class III railroads, including the Terminal Railroad Association of St. Louis.

safe. The Applicants' employment-related claims and promises are also highly suspect. The Applicants have refused to commit to the models used to support their Amended Application. Recent precedent contradicts the Applicants' post-merger growth and job projections. And the Applicants' vague and contradictory statements regarding the "Jobs for Life" commitment undermine its reliability. Finally, the almost certain fact that the Applicants will require workers to move to distant locations to benefit from the "Jobs for Life" commitment will directly harm rail employees.

If, nevertheless, the STB approves the transaction, the STB should, at a minimum, impose the following conditions to protect workers:

- The New York Dock conditions and adherence to the 2001 Cramdown Agreement;
- Job guarantees and relocation protections that make the Jobs for Life commitment binding regardless of the combined entity's growth and attrition rates, prevent involuntary furloughs, and prevent involuntary transfer more than 50 miles from employees' pre-merger worksite, including by prohibiting carriers from disqualifying employees from receiving New York Dock benefits if they refuse a position in another craft or class or in a position that would require an employee to change their residence;
- Scope and jurisdiction protections that require the combined entity to recognize and preserve craft jurisdiction including the IBEW's jurisdiction over all communications and electrical work; and

- Fair performance standards that prevent the combined entity from imposing unreasonable metrics that fail to account for safety, regulatory compliance, or employees' full scope of work.

These conditions are discussed further in Section IV below.

II. IBEW Members Employed by the Applicants Justifiably Oppose the Merger Based on UP's and the Rail Industry's History of Failed Mergers and Unrealized Projections.

As part of its evaluation of the proposed transaction, the IBEW conducted a survey among its members employed by UP and NS. The majority of respondents stated that they were "extremely concerned" about the merger. Respondents' top three specific concerns about the merger were: job security, relocation, and loss of craft work. Members also stated that they were concerned about how the merger would affect contracting out, facility consolidation, staffing levels, and safety.

IBEW members are right to be concerned about their job security. Carriers have long made promises to labor organizations in exchange for support for a transaction, but these promises have often been empty and "unenforceable." Erik Peinert & Ashley Nowicki, *The New Railroad Barons: Why the Union Pacific/Norfolk Southern Railroad Merger Must Be Blocked* 11 (Am. Econ. Liberties Project Oct. 2025). For example, in 1996, the United Transportation Union and the Brotherhood of Locomotive Engineers endorsed the Union Pacific-Southern Pacific merger in exchange for protections for 2,500 workers. *Id.* However, "the agreement did not prevent job losses, as the company ultimately laid off or moved thousands of employees across the country the same month the merger was finalized." *Id.* The

IBEW survey also revealed widespread confusion about the Applicants' Jobs for Life commitment. Of the 58 percent of respondents who had even heard of the commitment, they expressed several different interpretations of it. Some respondents interpreted the Jobs for Life commitment to mean they would retain their craft position, seniority, rate of pay, and remain at their current location after the merger. Others believed that they could still be forced to relocate, change crafts, lose their seniority, and receive a different rate of pay. And others believed they would keep their craft position, seniority, and rate of pay, but might be required to change locations.

Finally, respondents shared their general comments about the merger, including, for example:

- "I fear my job will be eliminated."
- "Would like to know where job[s] will be offered, will we keep seniority? What happens if you turn down [a] moving offer- will you go to furlough status?"
- "They are already taking jobs from us."
- "With minimal employe[es] the added work load would be greater stress."
- "I am against the merger if it puts my job in jeopardy."
- "They're just telling STB what they want to hear."
- "There [have] been no definitive details on the amount of work, work scope, or how they will implement the work amongst the shops once the merger happens . . . A job for life could mean moving across the country disrupting families and

possibly having major impacts on local communities where railroad jobs are the backbone to the local economy."

- "Get things in writing. I do not trust most statements from upper management . . . if you have a job when the buyout goes through - you will have a job after . . . YES . . . but where? Oh, you [don't] want that job in Nebraska? You are terminated. "We offered him a job - he turned it down" . . . Headcount reduced by 'natural attrition!'"
- "I would like IBEW to be firm on keeping our union agreements the same. I do not want to lose the detector work we have on the southern agreement. I would also like to know [the Applicants'] leadership structure for Communication technicians at [Union Pacific]."
- "We are not being well informed."
- "I am worried we will lose work to other companies."
- "Our protected work has gotten nothing but less secure since [precision scheduled railroading], this will make it worse. They won't make investors happy by saving 4-8 hours at an interchange. Efficiency will be realized at labor's expense."
- "Rumor has it that all craft workers who remain will be relocated."
- "I'm happy and proud of the work we do at the shop but do not wish to leave my family and friends for a position far from home."
- "They could shut the shop down again. Do not let them do it."

- "Concerned that [management] will expect more combined craft jobs. Electricians doing what we now call machinist jobs and vice versa."
- "I feel the company is going to do something drastic with the movement of craftsman if and when the merger happens due to the closing and consolidations of outline points and smaller facilities."
- "There are a lot of unanswered questions that need to be answered before traveling down this path. The [livelihoods] and families that will be affected when this happens is going to cause a lot of our fellow brother[s] and sisters to consider leaving the railroad. From what I have seen in the last several years is that the company does not take into consideration the impacts of [their] decisions that fall upon the craftsman. WE as craftsman make this company what it is and should be taken care of and our voices heard during this process."
- "Our shop is old and [outdated]. It is needed for the location due to the plants and imports. With the merger bringing in more units than we have ever seen on top of the sheer volume of cars and lengths of trains I am worried about the work not getting done by qualified [craftsmen]."
- "I believe that they will eventually consolidate various shops which will lead to work being moved to other locations, shop closures and layoffs."

These concerns do not come from some unrelated third-party; they come from the hard-working men and women who know the railroad best. These employees' complete lack of faith in this merger and serious concerns for their livelihoods expose the Applicants' failure to provide adequate safeguards for employees.

III. The Board Should Reject the Application because it is not in Rail Employees' Interest.

Railroad mergers are not merely corporate transactions. They are fundamental reorganizations of workplaces, careers, communities, and operating practices. UP and NS are not just proposing to combine assets. This merger, if approved, will combine two incredibly large workforces with overlapping functions, facilities, territories, and management structures. Although the Applicants project considerable growth through diversion of truck traffic to rail, history tells another story. Indeed, rail mergers are often followed by workforce reductions through consolidation of duplicate operations.

Take, for example, the 1996 Union Pacific-Southern Pacific merger, which demonstrated the danger of approving a major railroad combination based primarily on projected efficiencies. Before the merger was approved, Union Pacific promised service would improve, operating efficiencies would be realized quickly, and integration would proceed without major disruption. Instead, the merger produced one of the worst freight transportation crises in modern railroad history and workers died. A year after the Union Pacific-Southern Pacific merger, Union Pacific "experienced five major train collisions . . . that resulted in the deaths of five employees and two trespassers. These tragic train accidents were in addition to a series of yard switching accidents that claimed the lives of four UP train service employees." Fed. R.R. Admin., *Safety Assurance & Compliance Program Report Executive Summary* (Feb. 1998), https://railroads.dot.gov/sites/fra.dot.gov/files/fra_net/15613/Union_Pacific_Audit_E

xecSum.pdf. The Federal Railroad Administration ("FRA") explained that Union Pacific's "problems in crew management and utilization have contributed to problems of fatigue, overwork, and poor morale among train crews, which in turn, undermines the mental acuity and judgment that is necessary for safe train handling." *Id.* In addition, massive congestion developed throughout the Southwest, thousands of shipments were delayed, and federal regulators were forced to intervene repeatedly. *Id.*

The STB enacted its modern merger rules in the shadow of the disastrous Union Pacific-Southern Pacific merger. The so-called 'major merger rules' recognize that mergers of Class I railroads present significant risks to competition, employees, customers, and the national economy. 49 C.F.R. § 1180.1. Accordingly, the STB must consider "the various goals of effective competition, carrier safety and efficiency, adequate service for shippers, environmental safeguards, and fair working conditions for employees." *Id.* Before approving a Class I merger, the STB must ensure that the transaction "would promote a competitive, efficient, and reliable national rail system." *Id.* The benefits of the proposed transaction are ambiguous, speculative, and unlikely. In contrast, the risks to employees are concrete, foreseeable, and well-supported by historical evidence.

a. The Merger Would Make Employees Less Safe.

The Applicants' concerning safety records counsel against approving the transaction. As explained, past rail mergers have caused horrific accidents. The Applicants' recent behavior suggests that history may repeat itself.

The 2023 derailment of a Norfolk Southern train carrying hazardous materials in East Palestine, Ohio, led to hundreds of millions of dollars of damages with untold long-term consequences for that community and the environment. *Mann v. Norfolk S. Ry. Co. (In re E. Palestine Train Derailment*), 158 F.4th 704, 709 (6th Cir. 2025). The FRA found that "Norfolk Southern's procedures and the inadequate staffing for communicating information . . . to the train crew may have contributed to the accident." Federal Railroad Administration, U.S. Dep't of Transp., *Federal Railroad Administration's Final Accident Report on Norfolk Southern Derailment in East Palestine Reaches Similar Conclusions as NTSB, and Supports USDOT's Continued Calls for Safety Improvements and Need for Congress to Act* (July 19, 2024), https://railroads.dot.gov/sites/fra.dot.gov/files/2024-07/FRA%2010-24.pdf.

Union Pacific also has a history of safety problems. In 2024, the FRA discontinued a safety assessment of Union Pacific after the railroad's coaching of employees "adversely impact[ed] the integrity" of the process. David Lassen, *FRA Halts Safety Culture Assessment of Union Pacific, Citing Coaching of Workers*, Trains.com (May 1, 2024), https://www.trains.com/pro/regulatory/fra-halts-safety-culture-assessment-of-union-pacific-citing-coaching-of-workers/.

In 2024, the FRA Administrator wrote that Union Pacific "has again chosen to prioritize cost-cutting measures over ensuring safe operations, jeopardizing the well-being of both UP's workers and the public." Surface Transp. Bd., *FRA Administrator Bose Sends Letter to UP CEO Jim Vena*, No. 24-10 (Feb. 29, 2024), https://www.stb.gov/news-communications/latest-news/pr-24-10/. The Administrator

noted that UP furloughed employees at a higher rate than other Class I railroads and connected these furloughs to unsafe operations. *Id.* Soon after receiving this letter, instead of investing in ways to improve safety, Union Pacific announced a dividend increase, paid over $3 billion in dividends to shareholders, and spent $700 million in stock buybacks. Peinert & Nowicki, *The New Railroad Barons*, at 12.

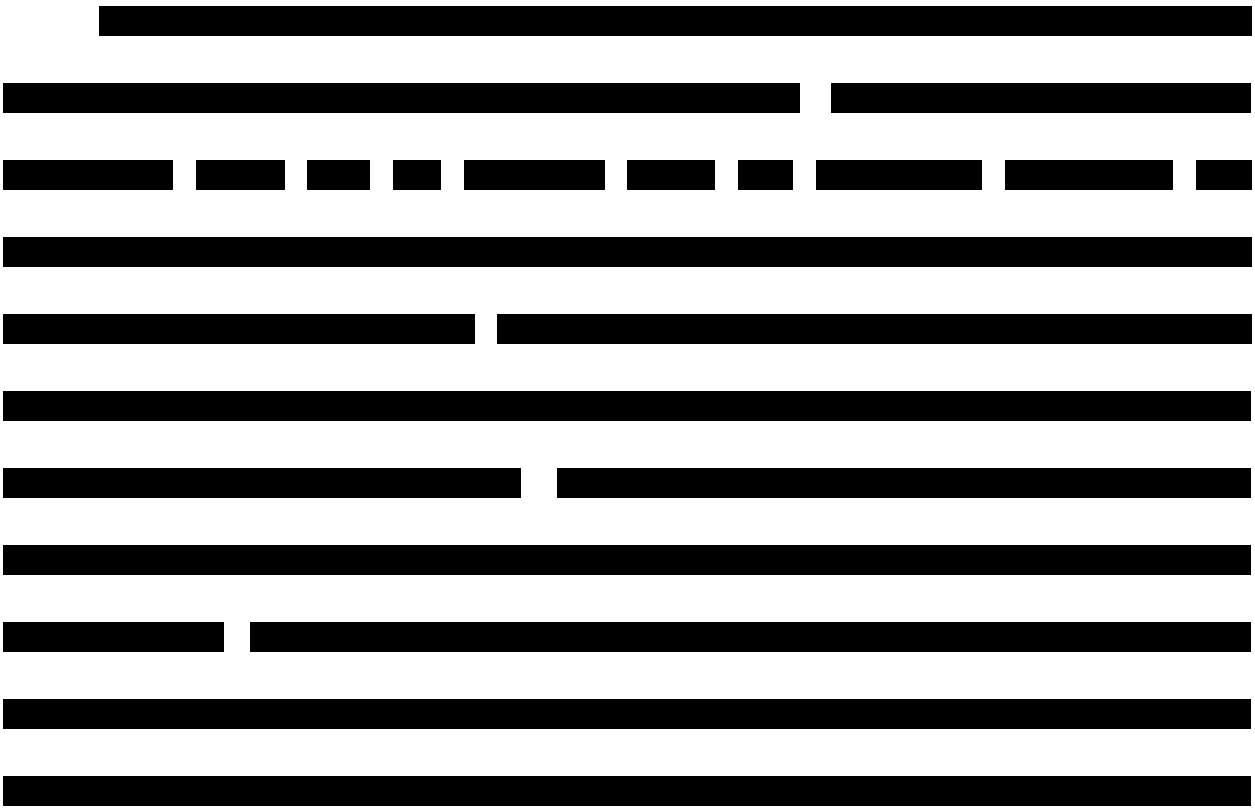
The Applicants' records of unsafe operations undermine their assertion that the proposed transaction is in the public interest. Railroad safety depends on experienced employees. Experienced employees identify defects before failures occur, ensure train control systems function safely, and understand local operating conditions. Each eliminated position removes experience and institutional knowledge that cannot easily be replaced.

b. The Applicants' Refusal to Commit to their Projections Undermines Their Employment-Related Claims.

Applicants' noncommittal answers, delays, and obfuscation have made it challenging for parties to understand and evaluate the proposed transaction on the merits. The STB should consider these tactics when evaluating the Applicants' statements.

Review of this transaction has been significantly delayed twice because the Applicants failed to provide required information. As the STB explained in May, the Application was "unclear or underdeveloped," "lack[ed] clarity and detail[,] and did not afford parties a meaningful opportunity to comment on the merits of the Transaction." Union Pac. Corp.–Control–Norfolk S. Corp. (Decision No. 21), FD 36873 (STB served May 28, 2026) ('Decision 21'), slip op. at 17-18. Though the

Applicants have produced millions of pages of documents, they have still failed to answer basic questions about the merger. The Applicants' productions have often buried key details or inappropriately designated documents as highly confidential. *See, e.g.*, Union Pac. Corp.–Control–Norfolk S. Corp. (Decision No. 28), FD 36873 (STB served July 22, 2026), slip op. at 3-4. Indeed, Member Kloster aptly wrote: "there has been a lack of transparency and depth in the application. Applicants have submitted thousands of pages of documents, yet they do not offer a very robust plan for how they will address competitive concerns or mitigate potential harms." Union Pac. Corp.–Control–Norfolk S. Corp. (Decision No. 37), FD 36873 (STB served September 18, 2026), slip op. at 5. Member Kloster's observations from July are still true today.



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The Operating Plan also states, "[i]n total, UP/NS will relocate positions from four locomotive shops where operations will be idled, consolidated, or reduced." Exh. 326, Operating Plan, Paragraph 455. These facilities are in Decatur, Illinois, Fort Wayne, Indiana, Inman (Atlanta), Georgia, and Louisville, Kentucky. *Id.* When asked if the final decision to close those shops has been made, Parkerson said, "I don't think that it has," and that she did not know when the final decision would be made. Maqui Parkerson Dept. Tr. 163: 12-22, FD 36873 (STB Sept. 30, 2026). Parkerson's assertion that the Applicants' real-world implementation won't necessarily resemble the model's projections in the application makes it impossible to assess the merger on the merits and evaluate its potential impact on employees.

c. The Applicants Overstate the Potential for Growth, Casting Doubt on their Promises to Employees.

The Applicants pair growth projections with job projections throughout the Amended Application. The Applicants boldly predict that the merger will remove 2.1 million truckloads from highways every year. Union Pac. R.R. & Norfolk S. Ry., *Union Pacific–Norfolk Southern Transcontinental Merger Fast Facts* (Sept. 2026),

https://www.up-nstranscontinental.com/news-details/union-pacific-norfolk-southern-transcontinental-merger-fast-facts/. According to the Applicants, this growth will allow the combined entity to add over one thousand new craft jobs by the end of Year 3, even after accounting for abolished jobs. Amended App. Vol 1, Page 541. History suggests, however, that truck-to-rail growth will fall short of the Applicants' expectations.

The STB has already acknowledged that rosy projections regarding truck-to-rail conversions in prior Class I mergers have fallen well short.

> [I]n the most recent Class I merger, Canadian Pacific—Kansas City Southern, the applicants forecasted converting 64,000 trucks per year from highway to rail. See Canadian Pac. Ry.—Control—Kan. City S., FD 36500 et al., slip op. at 21 (STB served Mar. 15, 2023). Three years after consummation, that goal has not yet been realized. See CPKC's Jan. 2026 Traffic Diversion Submission 6, Canadian Pac. Ry.—Control—Kan. City S. (Gen. Oversight), FD 36500 (Sub-No. 6) (filed Jan. 15, 2026).

Union Pac. Corp.–Control–Norfolk S. Corp. (Decision No. 21), FD 36873 (STB served May 26, 2026), slip op. at 25 n.29. Industry analysts similarly expressed pessimism that the truck-to-rail conversions would occur. Rob Russell, *The 1,550-Pound Gorilla – Part 4 of 5*, Ry. Age (Mar. 10, 2026), https://www.railwayage.com/freight/class-i/the-1550-pound-gorilla-part-4-of-5/. The Applicants anticipate more than *thirty* times the truck-to-rail conversions that CPKC predicted.

If the transaction in fact falls short of these projections, the Applicants are likely to cut jobs to maintain profits. In 2022, the STB held a hearing with executives from all Class Is to identify the causes of and solutions to a service crisis. The rail executives acknowledged that a lack of "sufficient workers to move the trains" caused

the service meltdown. Martin J. Oberman, Chairman, *Surface Transp. Bd., Remarks at the Southeast Association of Rail Shippers 2024 Spring Meeting* (Feb. 29, 2024), https://www.stb.gov/wp-content/uploads/02-29-24_Oberman_SEARS-speech.pdf. Former STB Chairman Oberman described the crisis as "the inexorable consequence of [the railroads'] own choices to eliminate tens of thousands of rail workers in recent years." *Id.* Oberman explained that "[f]rom the time Jim Vena arrived in August 2023, through January 2024 . . . UP has reduced its operating personnel by 771 . . . every other US Class I has increased employment during the same period." *Id.* Chairman Oberman attributed Union Pacific's behavior to the influence of activist investors pushing the company to prioritize cost-cutting and short-term profits over investment. *Id.* There is no reason to believe the combined entity would behave differently.

Union Pacific's behavior fits into a broader theme. The modern Class I railroad business model of Precision Scheduled Railroading has consistently pursued productivity gains through reducing the number of employees required to move each ton of freight. Increased productivity in the railroad industry has historically resulted in fewer employees handling greater volumes of traffic rather than proportional workforce growth.

When truck-to-rail conversions fall short, Union Pacific's record indicates that the combined entity will pursue growth in another way. Again, the realities of post-merger CPKC indicate the combined entity's likely path. CPKC has reported strong growth and increased revenue since its merger in 2023. Marybeth Luczak, *CPKC:*

Carrying 2Q24 'Momentum' Into Second-Half 2024, Railway Age (July 30, 2024), https://www.railwayage.com/freight/class-i/cpkc-carrying-2q24-momentum-into-second-half-2024/. Nevertheless, CPKC's growth has not resulted in creating 800 new union jobs three years after the merger as CPKC promised. Surface Transportation Board, STB Approves CP/KCS Merger With Conditions and Extended Oversight Period, No. 22-07 (Mar. 15, 2023), https://www.stb.gov/news-communications/latest-news/pr-23-07/; Brotherhood of Locomotive Engineers and Trainmen, *Jobs for Life Jobs Factsheet* (Sept. 2026), https://blet.org/wp-content/uploads/2026/09/1_UP-Jobs-For-Life-Jobs-Factsheet.pdf. In fact, in March 2026, exactly three years after the merger, CPKC's unionized workforce was nearly 300 workers *smaller* than it was in March 2023. *Id.*

The CPKC merger's failure to realize the truck-to-rail conversions and job growth it promised should make the STB skeptical that the Applicants' similar, bigger promises will come true.

d. The Applicant's Conflicting and Vague Statements Undermine the 'Jobs for Life' Commitment.

The Applicants' contradictory statements about the Jobs for Life commitment make it impossible for the IBEW to evaluate the merger on its merits and call into question whether the commitment is intended as a legitimate job protection at all. The IBEW survey demonstrates that the Applicants have not explained the commitment to their employees. And the Applicants' vague statements do not provide any clarity.

A former Secretary of Labor described the Jobs for Life commitment as part of the Applicants' "public relations campaign." Lori Chavez-DeRemer, *Union Pacific-Norfolk Southern Merger is a Working-Class Test for Republicans*, Daily Caller (Sept. 25, 2026, 3:54 PM), https://dailycaller.com/2026/09/25/lori-chavez-deremer-department-of-labor-union-pacific-norfolk-southern-merger-republicans-working-class/. Frank N. Wilner, the former Chief of Staff to a Board member, explained that Jobs for Life is "more complicated that it appears," and that the Applicants cannot fill in the details until they reach formal implementing agreements after the transaction is approved. Frank N. Wilner, *'Jobs for Life' More Complicated Than it Appears*, Railway Age (Apr. 10, 2026), https://www.railwayage.com/news/jobs-for-life-is-more-complicated-than-it-appears/.

Union Pacific has issued several public statements about the Jobs for Life Commitment. They wrote "every union employee working at the time of the merger is guaranteed a job for life." *Jobs for Life: A Firm Promise to Union Employees*, Union Pacific, https://www.up.com/news/people/jobs-for-life-promise-union-260409 (last visited Nov. 13, 2026). They explained that this commitment is "not contingent on a formal agreement, nor impacted by volume, economic cycles or business dynamics," and "you will have a job for life with America's first transcontinental railroad." *Id.*

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[redacted]

[redacted]

The Applicants have repeatedly conditioned the Jobs for Life Commitment on craft employees satisfying the usual requirements for employment. Maqui Parkerson Dept. Tr. 176: 14-22, FD 36873 (STB Sept. 30, 2026). However, Union Pacific and Norfolk Southern have different requirements for employment. The Applicants have not clarified how they plan to resolve this apparent conflict. Although any explicit conflicts between collective bargaining agreements will likely be addressed by the 2001 Cramdown Agreement and through implementing agreements, there remain questions regarding the more subtle differences between employment practices such as longstanding norms, shop practices, and other unwritten understandings between labor and management. Nor have the Applicants provided an explanation for how they plan to reconcile the differences between UP and NS policies that have been implemented under the carriers' respective management rights.

[redacted] During her deposition, Parkerson admitted that Union Pacific and Norfolk Southern have different labor relations policies and different performance and conduct standards. Maqui Parkerson Dep. Tr. 177: 12-23, FD 36873 (STB Sept. 30, 2026). [redacted]

[redacted]

e. The Applicants' Planned Transfers Would Directly Harm Employees.

The Jobs for Life commitment does not prevent IBEW members' jobs from being transferred across the country. Maqui Parkerson Dept. Tr. 201: 12-16, FD 36873 (STB Sept. 30, 2026). Few employees will agree to uproot their lives and families. Consequently, distant transfers can and likely will be used to effectively terminate workers while allowing the combined entity to claim compliance with the Jobs for Life commitment.

Parkerson stated: "relocation is part of the rail industry." Maqui Parkerson Dept. Tr. 173: 22-24, 174: 1-12, FD 36873 (STB Sept. 30, 2026). When asked how often mechanical craft employees accept transfers, Parkerson stated, "I don't know." Maqui Parkerson Dep. Tr. 169: 23-24, 170: 3-4, FD 36873 (STB Sept. 30, 2026). Parkerson gave the same answer when she was asked whether the Applicants' workpapers assumed that all employees whose jobs are transferred will accept that transfer. Maqui Parkerson Dep. Tr. 169: 14-17, FD 36873 (STB Sept. 30, 2026).

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[redacted]

Employees who decline transfers may lose their jobs. When asked about workers who decline to accept a transfer, Parkerson stated, "Not every concern will be able to be addressed." Maqui Parkerson Dep. Tr. 203: 7-24, FD 36873 (STB Sept. 30, 2026).

IV. IBEW's Requested Conditions *If* the Merger Is Approved.

The merger is not in "the interest of rail carrier employees affected by the proposed transaction," 49 U.S.C. § 11324(b)(4), nor will it maintain "fair working conditions for employees," 49 C.F.R. § 1180.1(b). If the STB nevertheless approves the merger, the STB should impose the following conditions to protect rail workers. These conditions will limit (but not entirely prevent) the harm that this merger will cause to workers.

a. The New York Dock Protections and Adherence to the 2001 Cramdown Agreement.

The STB should impose the New York Dock protections as a condition of this transaction. *New York Dock Railway v. United States*, 609 F.2d 83 (2nd Cir. 1979); 49 U.S.C. § 11326.

In addition to New York Dock, the STB should apply the 2001 Cramdown Agreement as a condition of approving the transaction. The Cramdown Agreement sets standards for when carriers intend to override collective bargaining agreements when implementing major transactions like this one. Specifically, the agreement sets limits on carriers' ability to modify terms in bargaining agreements that they disfavor and empowers unions to select which collective bargaining agreement's terms applies. The STB should require that any notice served by the Applicants under Article I, Section 4 of the New York Dock conditions will be subject to the Cramdown Agreement.

b. Job Guarantees and Relocation Protections.

This merger, if approved, will significantly impact craft workers across both the UP and NS systems. Every employee affected by this merger contributes to safe operations. When employees are eliminated, remaining employees assume additional responsibilities. Geographical assignments become larger, response times increase, fatigue increases, and institutional knowledge disappears.

Moreover, as discussed above, the Applicants have not clearly or fully explained the bounds of the Jobs for Life "commitment," which is not binding or otherwise enforceable. To address the shortcomings of the New York Dock protections and the Jobs for Life Commitment, the Board should condition any approval on the combined entity being required to provide the following job guarantees and relocation protections to all craft workers.

- All craft employees employed by either Union Pacific or Norfolk Southern at the time the transaction is approved shall remain employed by the combined entity for the duration of their working lifetime under the applicable collective bargaining agreement for their particular craft, subject to the usual requirements of continued employment, regardless of whether the combined entity's growth projections are realized. The usual requirements of continued employment, both written and unwritten, shall be the same requirements applied to these workers as before the transaction.
- Craft workers shall not be subjected to involuntary furlough as a result of the transaction, regardless of whether the combined entity's growth projections are realized.
- These job guarantees shall apply regardless of whether the combined entity's growth projections or anticipated craft employee attrition rates are realized or not.

These requirements are generally consistent with how Union Pacific has described its Jobs for Life commitment. During her deposition, Union Pacific Vice President of Labor Relations Maqui Parkerson explained certain aspects of the Jobs for Life commitment. Parkerson explained that the Jobs for Life commitment applies even if a union does not commit to a Letter of Understanding. Maqui Parkerson Dep. Tr. 173: 17-21, FD 36873 (STB Sept. 30, 2026). Parkerson also explained that the Jobs for Life commitment is not "conditioned on the projections in the growth plan

being realized." Maqui Parkerson Dep. Tr. 176: 8-13, FD 36873 (STB Sept. 30, 2026). Finally, Parkerson explained that craft workers will not be subject to involuntary furlough if they continue to meet the usual requirements for employment. Maqui Parkerson Dep. Tr. 176: 14-24; 177:1-6, FD 36873 (STB Sept. 30, 2026). Each of these promises should be the baseline of the Jobs for Life condition of the merger. The Jobs for Life commitment should be divorced from the combined entity's growth (and thus cannot be waived if there is a recession), and craft workers should not be subject to involuntary furlough.

Finally, the Board should also impose two relocation protections for craft employees.

- The Board should impose a requirement that no craft employee shall be required to relocate more than fifty miles from their home point to maintain employment, unless such relocation is voluntary. For craft employees who voluntarily accept relocation beyond fifty miles, the combined entity shall provide the same moving expenses and relocation assistance provided for in Article I – Employee Protection, Sections 9 and 10, of the Agreement of September 25, 1964, even if those sections do not otherwise apply.
- Any craft employee whose job is abolished at their assigned pre-merger work location or territory and is a "dismissed employee" as defined under Article I, Section 1(c) of the New York Dock employee protective conditions, or whose job is abolished in connection with a consolidation of work in accordance with the New York Dock conditions or an implementing agreement or arbitration, or

whose position is "transferred" to a location not in their pre-merger seniority territory as a result of a New York Dock arbitration, will not lose or forfeit their right to a dismissal allowance if they decline to accept a position that would require a change in their place of residence. A transfer requiring a change in an employee's place of residence is one greater than or equal to fifty miles from their pre-merger work location.

c. Scope & Jurisdiction Protection

Given the far-reaching effects of the proposed merger and the economic power it will give the Applicants, the Board should also require the combined entity to recognize and preserve craft jurisdiction. The Board should require the combined entity to recognize and preserve the IBEW's jurisdiction over all communications and electrical work, including installation, inspection, testing, maintenance, and repair of wayside, on-board, shop, and future technology systems, including, but not limited to, Positive Train Control (PTC), fiber, camera, electrification, energy management, and digital signaling.

All work historically and traditionally performed by respective IBEW-represented employees, including but not limited to all service track and daily inspection work, shall remain IBEW work, irrespective of the Incidental Work Rule, including its Simple Task language.

Finally, the combined entity shall not contract out or submit for bid to subcontractors work within the IBEW's jurisdiction unless expressly agreed to in writing by the IBEW.

d. Fair Performance Standards.

To ensure the combined entity does not abuse its increased power to the detriment of craft employees, the Board should require that craft employees will not be subject to discipline, adverse employment action, or loss of job security protections based on performance metrics, including, but not limited to minimum productivity percentage standards, that fail to account for the full scope of work normally performed in their craft, including necessary tasks related to safety, quality, and compliance that may not be reflected in standard efficiency measures.

The Board should further require that craft unions and the combined entity meet periodically to jointly review performance expectations for their respective crafts to ensure they accurately reflect all aspects of the work required of each craft employee and are consistent with applicable collective bargaining agreements. Finally, the combined entity shall not penalize craft employees for prioritizing safety, regulatory compliance, or quality of work over meeting performance metrics that omit significant portions of their responsibilities.

V. Conclusion

For the reasons stated above, the Surface Transportation Board should reject the proposed transaction. If the Board nevertheless decides to approve the merger, the Board should impose the above conditions to ensure that the transaction maintains fair working conditions for IBEW-represented employees.

Respectfully submitted,

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Dated: November 18, 2026

Counsel for the IBEW

CERTIFICATE OF SERVICE

I certify that on November 18, 2026, I electronically filed a redacted public and unredacted highly confidential copy of the foregoing comments with the Surface Transportation Board through the Board's e-filing system. I further certify that I simultaneously served a copy of the foregoing on each of the parties of record via email or regular mail.

/s/ *Shiva M. Sethi*

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