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July 7, 2025

Cynthia T. Brown
Chief, Section of Administration
Surface Transportation Board
Office of Proceedings
395 E Street SW
Washington, DC 20423

**Re: BNSF Railway Company—Emergency Petition for
Enforcement—Interchange with Salt Lake Garfield
& Western Railway, Docket No. FD 32760 (Sub-No. 51)**

Dear Ms. Brown:

The Board should deny the request for emergency action in the referenced proceeding filed earlier today by BNSF Railway Company (BNSF). Union Pacific Railroad Company (Union Pacific) is not trying to prevent BNSF from using its trackage rights over Union Pacific's lines in California, Nevada, and Utah to move double-stack intermodal trains for interchange with the Salt Lake Garfield & Western Railway (SLGW) in Salt Lake City, Utah. Rather, as described in the accompanying verified statement of Carl Garrison, Union Pacific's Vice President, Network Planning and Operations, if BNSF cannot fulfill its promises to begin running new intermodal service this week, it has only itself to blame. BNSF failed to follow the procedures established under the UP/SP Merger's Restated and Amended Settlement Agreement (RASA) and the related agreement implementing BNSF's trackage rights over Union Pacific's lines between Denver, Colorado, and Stockton and San Jose, California.

Most significantly, BNSF failed to give Union Pacific the required reasonable advance written notice to hire and train the additional crews required to operate BNSF's planned five new trains per week across the three crew districts the trains must traverse between Oakland, California, and Salt Lake City. BNSF also failed to provide Union Pacific sufficient time and information to allow Union Pacific to work through the operating details of the new required interchange with SLGW. BNSF did not provide Union Pacific an operating plan until July 4th, and even then, it was not complete.

BNSF's also expresses concern that Union Pacific will not allow BNSF's new trains to operate eastbound, against the directional flow of traffic, on what BNSF's calls Union Pacific's "Northern Route." In particular, BNSF is concerned that using Union Pacific's "Southern Route" will trigger its obligation to pay its share of clearance improvements Union Pacific made so that the route can accommodate domestic high cube double-stack traffic. Union Pacific's position is fully consistent with the RASA, which gives Union Pacific the right to operate directionally while

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also providing BNSF must pay its share of the clearance improvements if its domestic high cube double-stack traffic moves over the Southern Route. However, resolving this particular dispute is about payment of money—it is not an “emergency” that requires a departure from the Board’s normal process for resolving disputes. Union Pacific believes the dispute over BNSF’s obligation to pay its share of the costs of clearances on the Southern Route should be arbitrated under the RASA. *See Union Pac. Corp.—Control & Merger—S. Pac. Rail Corp.*, FD 32760 (Sub-No. 48), slip op. at 5 (STB served June 30, 2025).

In sum, the Board should deny BNSF’s request for emergency action. Had BNSF simply followed contractual procedures, there would be no issue. Union Pacific is fully willing to allow BNSF to institute new intermodal service once it hires and trains the required crews and works through any operating issue with SLGW. The Board should allow the parties adequate time to work through established processes. BNSF’s concerns about paying its share of clearance improvements can be resolved on a non-emergency basis, preferably through arbitration.

Sincerely,

A handwritten signature in dark ink, appearing to read "Michael L. Rosenthal".

Michael L. Rosenthal
*Counsel for Union Pacific
Railroad Company*

Attachment

cc: Peter W. Denton (Counsel for BNSF)

VERIFIED STATEMENT

OF

CARL GARRISON

My name is Carl Garrison. I am the Vice President, Network Planning and Operations for Union Pacific Railroad Company (Union Pacific). As Vice President, Network Planning and Operations, my responsibilities include managing various aspects of Union Pacific's Network Planning and Operations (NPO) . NPO includes Network Integration and Scheduling, Network and Capital Planning, and Joint Facilities and Interline. I have been employed by Union Pacific for more than 20 years, and I have served in various positions of increasing responsibility in Union Pacific's Operations, Transportation, and Mechanical departments.

I am submitting this statement to address claims by BNSF Railroad Company (BNSF) that Union Pacific is blocking BNSF from using BNSF's trackage rights over Union Pacific's lines in California, Nevada, and Utah to move double-stack intermodal trains for interchange with the Salt Lake Garfield & Western Railway (SLGW) in Salt Lake City, Utah. BNSF obtained these trackage rights UP/SP Merger's Restated and Amended Settlement Agreement (RASA). *See* BNSF Petition Ex. A.

Union Pacific is not attempting to block BNSF from exercising its trackage rights. Union Pacific has requested information regarding BNSF's proposed operating plan so Union Pacific can take the necessary steps to plan and prepare for BNSF's proposed new operation, including by hiring and training additional crews required to accommodate BNSF's new operation.

BNSF did not follow established procedures when it decided to institute double-stack service between Southern California and Salt Lake City. Under the trackage rights

agreement governing BNSF's rights between Denver, Colorado, and Stockton and San Jose, California, Union Pacific provides crews for BNSF trackage rights trains operating between Oakland and Salt Lake City. *See* BNSF Petition, Ex. B. The agreement requires BNSF to provide Union Pacific "reasonable advance written notice of its need for employees in order to allow [Union Pacific] time to have adequate trained crews available." *See id.* § 2(c). The agreement further provides that BNSF must give notice to Union Pacific's Executive Vice President-Operations and Union Pacific's Director of Joint Facilities. *See id.* § 7.

BNSF first provided Union Pacific written notice regarding the need for crews and the specific routing BNSF desired on Friday, June 20, 2025. *See* BNSF Petition, Ex. D¹ The parties conducted a conference call on June 24, 2025, to discuss Union Pacific's immediate concerns with BNSF's request; specifically, (1) BNSF had not provided a proposed operating plan, and (2) Union Pacific could not accommodate BNSF's timeline because BNSF had not provided timely notice of the need for additional crews. *See* BNSF Petition, Ex. G.

On July 4, 2025, BNSF provided what it described as its "operating plan." *See* BNSF Petition, Ex. H. BNSF's operating plan provided no additional specificity regarding the number of trains BNSF planned to operate each week (which affects the number of additional crews Union Pacific must hire and train). BNSF's operating plan

¹ On May 2, 2025, BNSF told Union Pacific's General Manager of the Roseville Service Unit that "on or around June 1" it intended to add "two to five trains per week to/from the west destined to the SLGW." *See* BNSF Petition, Ex. C. The notice was not directed to an appropriate recipient at Union Pacific, did not specify BNSF's proposed routing, and recited a broad range of potential operating frequencies and thus did not provide information sufficient to commence planning for crew hiring and training.

also provided no details about how SLGW would interchange the trains with Union Pacific in Salt Lake City so as not to interfere with Union Pacific's existing operations. BNSF's operating plan asserted "[n]o delays should occur," but the few details provided suggest that the interchange will interfere with existing operations; in particular, Union Pacific is apparently expected to shove the train into SLGW's yard, which means that Union Pacific must stop and reverse the train on its main line, and the plan says SLGW will switch the train in three cuts, which suggests that the train might occupy Union Pacific's main line while SLGW is switching the train. *See id.*

BNSF could have avoided these problems by providing timely notice of its plans. Union Pacific is willing to work with BNSF and SLGW to accommodate BNSF's new operations. Union Pacific already operates BNSF trackage rights trains using Union Pacific crews between Oakland and Salt Lake City. However, BNSF currently operates just two trains per week each way over the route, so increasing the number of BNSF trains to five trains per week each way will require Union Pacific to hire and train additional crews in the three crew districts over which the trains will operate, so service to Union Pacific's and BNSF's existing customers using the route does not deteriorate. BNSF surely knows from its own experience that hiring and training new crews takes a substantial amount of time. Even if BNSF had provided Union Pacific proper notice of the new service in May 2025, that still would not have been "reasonable" advance notice for BNSF to institute the new service by July 7 under the parties' agreement.

BNSF also appears concerned about its obligation to pay for its share of the costs of certain clearance improvements Union Pacific made to its Donner Pass route between Stockton and Denver—which BNSF calls Union Pacific's "Southern Route"—if BNSF's

double-stack intermodal traffic moves over that route. To avoid paying its fair share, BNSF is demanding that Union Pacific route the new trains eastbound and westbound over its Canyon and Winnemucca Subdivisions—which BNSF calls Union Pacific’s “Northern Route.” The problem with BNSF’s request is that Union Pacific operates its Northern Route directionally—that is, Union Pacific moves overhead traffic westbound only—to improve customer service. BNSF’s request to operate its new intermodal trains eastbound on the Northern Route would require operating those trains against the flow of traffic. Operating the new trains against the flow would negatively impact service for customers shipping via the new BNSF trains as well as all existing westbound trains that traverse the Northern Route. The eastbound route for all trains between Stockton and Denver, including BNSF’s existing trackage rights trains, is Union Pacific’s Southern Route. The RASA recognizes that Union Pacific can choose to operate trackage rights routes directionally, so long as BNSF has sufficient rights to operate with the flow of traffic. *See* BNSF Petition, Ex. A § 9(n). (And the RASA recognizes that BNSF’s rights to operate double-stack intermodal traffic on the Donner Pass route depend on BNSF’s willingness to pay its fair share of the costs of clearance improvements. *See id.* § 1(j).)

If BNSF chooses to run double-stack intermodal equipment on intermodal trains that move eastbound between Stockton and Denver, it should be required to respect Union Pacific’s directional operations, traverse the Donner Pass route, and pay for its share of the cost of achieving the required clearances for this equipment. UP will provide the details on this cost to BNSF.

Once Union Pacific has the opportunity to review the operational details of the proposed interchange between Union Pacific and SLGW at Salt Lake City and, more

importantly, hire and train the necessary additional crews to accommodate BNSF's new operations, BNSF will be able to run the additional intermodal trains bi-directionally between Southern California and Salt Lake City.

VERIFICATION

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

Further, I certify that I am qualified and authorized to file this Verified Statement

Executed on July 7, 2025.

/s/ Carl Garrison