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Rail Labor Division



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BEFORE THE
SURFACE TRANSPORTATION BOARD

Finance Docket No. 33388

CSX Corporation et al., Norfolk Southern Corp. et al.--Control and Operating
Leases/Agreements--Conrail Inc. and Consolidated Rail Corp.

JOINT PETITION OF VARIOUS UNIONS
AND THE COMMONWEALTH OF PENNSYLVANIA
FOR ENFORCEMENT OF ORDER, OR ALTERNATIVELY TO REOPEN FOR ORDER
DIRECTING COMPLIANCE WITH COMMITMENTS,
OR ALTERNATIVELY FOR RELIEF NOT OTHERWISE PROVIDED-FOR

**REPLY OF THE RAIL LABOR DIVISION
OF THE TRANSPORTATION TRADES DEPARTMENT, AFL-CIO
TO RESPONSE OF NORFOLK SOUTHERN CORP. TO
DECISION NO. 186**

The Rail Labor Division of the Transportation Trades Department, AFL-CIO ("RLD") and its affiliated organizations¹ submit this reply to the Response of Norfolk Southern Corp. to the Board's show cause order in its Decision No. 186. The RLD supports the Joint Petition of the Union Petitioners and the State of Pennsylvania in this matter, and the RLD urges the Board to Order

¹ American Train Dispatchers Department; Brotherhood of Locomotive Engineers; Brotherhood of Maintenance of Way Employees; Brotherhood of Railroad Signalmen; Hotel Employees and Restaurant Employees Union; International Association of Machinists and Aerospace Workers; International Brotherhood of Boilermakers, Blacksmiths, Forgers and Helpers; International Brotherhood of Electrical Workers; Service Employees International Union; Sheet Metal Workers International Association; Transportation • Communications International Union; Transport Workers Union of America

RS

Norfolk Southern ("NS") to retain the Hollidaysburg Car Shop ("HCS") at no less than its present capacity for a significant period of time beyond September 1, 2001 as is contemplated in Decision No. 186.

In addition to the Union Petitioners in this matter, many other RLD affiliates were parties to this proceeding and they were fully aware of NS' repeated clear representations that it would retain and invest in the HCS and Juniata Locomotive Shop. The RLD concurs with the Petitioners' reply to NS' response to Decision No. 186 and will not repeat their arguments but will highlight several important points.

It is outrageous for NS to contend that it did not make commitments to retain, operate and invest in the HCS. NS' many statements to that effect are set forth in the filings of the Joint Petitioners. It is especially disturbing that NS would distort the record with respect to commitments it made about the HCS as part of a full-scale political and public campaign to obtain support for and ultimately gain approval of the Conrail carve-up transaction.

After gaining the Board's approval to acquire and operate a substantial share of Conrail, NS now expects the agency to ignore NS' express, clear and repeated representations and commitments that were made as part of its carefully orchestrated campaign to influence the views of many public officials and, of course, to gain Board approval of the transaction. It is most significant that the NS carried out this effort despite the Board's unambiguous Order binding the applicants "to all of the representations they made during the course of this proceeding, whether or not such representations are specifically referenced in" Decision No. 89.

The indifference of NS to its own commitments and the carrier's callous disregard for the future of hundreds of employees and the communities in which they live, make it painfully clear that

NS believes the Board's role is to simply approve transactions and then walk away from its responsibility to assert its oversight authority and to ensure that applicants live up to the commitments and representations they make to the Board in seeking agency approval.

NS has attempted to justify its actions by claiming financial hardship generally, and that it is supposedly losing money at the HCS. But NS' financial arguments are irrelevant because the representations it made were not contingent on the HCS regularly running a profit in the manner calculated by NSR, and because changed financial circumstances are not a sufficient basis for NSR to unilaterally repudiate its commitments a mere year and one-half or two after Day One.

As demonstrated in the filing by several union petitioners, much of NS' financial woes can be attributed to its own missteps in implementing the Conrail transaction. Moreover, the Petitioners demonstrated that the percentage of capacity of the HCS currently utilized by NSR is essentially similar to the utilization of the Shop when NSR made its commitments, the number of cars worked is not dramatically lower, and the reduction in work performed there is due in large part to NSR's furloughs, deferral of maintenance, and refusals of work. Accordingly, even if NSR's claim of financial losses were relevant, similar financial conditions applied when NSR made its commitments; therefore, NSR has no basis for asserting that changed financial circumstances at the HCS justify its repudiation of its commitments.

NS has argued that it has acted in good faith with regard to the HCS, but the Petitioners have shown that NS' words are contradicted by its actions. It has misrepresented what it said while seeking approval of the Conrail Transaction, and it seeks to walk away from commitments made to its employees and to elected officials from Pennsylvania. NS claims that jobs will be available for

all HCS workers but it has identified only 156 jobs for over 300 current HS employees, and it has not described the work that it is supposedly transferring to other shops. NS claims that it is now seeking to find a buyer for the Shop but that can not be regarded as genuine when it has turned away business and is supposedly looking for a buyer after it has closed the Shop and when there is no work for the Shop to do.

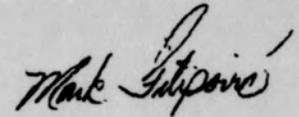
The most galling aspect of NS' response to the Board's show cause order is its claim that it should be free to walk away from the commitments it made because enforcement of the order binding it to its representations would impose restriction on NS that are not imposed on other businesses. But NS could not have acquired Conrail's lines without the STB's approval, and that approval came with the conditions that were attached to it. Moreover, the approval provided NS with an extraordinary self-executing immunity from other laws in the carrying-out of the transaction -- immunity that NS has already invoked. As the Board is aware, rail employees have been the victim of the governmentally sanctioned "cram down" authority exercised by carriers, including NS. Implementation of the Conrail Transaction has therefore not been a pure "free market" business action, a fact that NS fully appreciates and enjoys. It is therefore disingenuous for NS to complain that an order enforcing the requirement that it comply with the representations it made in obtaining approval of the Conrail Transaction would be inconsistent with common notions about the ability of businesses generally to make entrepreneurial decisions and react to changed circumstances. NS simply has no right whatsoever to now complain that the government would be interfering in its affairs if the Board enforces its Order binding NS to its commitments and representations.

The RLD agrees with the Petitioners that the Board must act to hold applicants in major rail consolidations accountable for the commitments that they make in seeking and obtaining STB approval of their transactions. The Board must be able and willing to enforce clear and unequivocal commitments made repeatedly and unconditionally to the Board, in public statements, and before legislative bodies. Indeed the RLD submits that the effort expended by the Board in its recent revision of the Major Rail Consolidation Procedures will be for nought if the Board does not grant the relief requested in the Joint Petition. If the basic rule is going to be that regardless of what carriers may say in order to obtain support for and approval of a transaction, they are free to ignore their commitments at their whim, then new procedures will not provide real protection for workers, communities, state governments and shippers.

The RLD also notes that two key elements of Board decisions in recent control/merger decisions have been 1) inducements for concerned parties and transaction opponents to address their concerns and resolve their differences with the applicants, without direct STB involvement; and 2) the promise of Board post-transaction oversight. These two elements of the recent policy will be completely undone if NS is allowed to renege from its commitments in this case. If the sort of statements made and understandings reached in the case of the HCS mean nothing, then nobody will want to enter any arrangement with merger/control applicants; instead, objectors and even interested parties who do not object to the transaction will engage in full litigation, and seek formal STB orders on matters of concern to them; and the promise of post-transaction oversight will be rendered meaningless.

The RLD respectfully submits that proper functioning of the Statute, and the nature of the duty of this agency under the Statute mandate that the Board enforce its Order in Decision No. 89 by directing NS to adhere to the representations it made regarding the Hollidaysburg shops and that NS must retain and continue to operate the shops as it repeatedly represented it would.

Respectfully submitted,

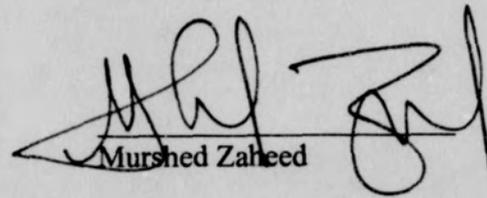
A handwritten signature in black ink, appearing to read "Mark Filipovic". The signature is written in a cursive style with a prominent flourish at the end.

Mark Filipovic
Chair
Rail Labor Division of the
Transportation Trades Department, AFL-CIO
888 16th Street, NW, Suite 650
Washington, DC 20006

CERTIFICATE OF SERVICE

I hereby certify that I have caused to be mailed copies of the foregoing by First Class Mail upon the persons listed on the current official service list in Finance Docket No. 33388. Because of the length of the service list in this proceeding representatives of the Applicants and as many other parties as possible were served by mail on July 16, 2001, other parties will be served on July 17, 2001.

7/16/01
Date


Murshed Zaheed



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BEFORE THE
SURFACE TRANSPORTATION BOARD

Finance Docket No. 33388



***CSX Corporation and CSX Transportation, Inc.
Norfolk Southern Corporation and Norfolk Southern Railway Company
- Control and Operating Leases / Agreements -
Conrail Inc. and Consolidated Rail Corporation***

**REPLY TO NORFOLK SOUTHERN'S RESPONSE
TO DECISION NO. 186 REGARDING
THE HOLLIDAYSBURG CAR SHOPS**

submitted by

THE NATIONAL INDUSTRIAL TRANSPORTATION LEAGUE

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Dated: July 16, 2001

**BEFORE THE
SURFACE TRANSPORTATION BOARD**

Finance Docket No. 33388

***CSX Corporation and CSX Transportation, Inc.
Norfolk Southern Corporation and Norfolk Southern Railway Company
- Control and Operating Leases / Agreements -
Conrail Inc. and Consolidated Rail Corporation***

**REPLY TO NORFOLK SOUTHERN'S RESPONSE
TO DECISION NO. 186 REGARDING
THE HOLLIDAYSBURG CAR SHOPS**

submitted by

THE NATIONAL INDUSTRIAL TRANSPORTATION LEAGUE

Pursuant to Decision No. 186 and Decision No. 188 in this proceeding, served May 21 and June 8, 2001 respectively, The National Industrial Transportation League ("League") respectfully submits its Reply to the Response To Decision No. 186 Regarding the Hollidaysburg Car Shops ("Response") filed on June 25, 2001 by Norfolk Southern Corporation and Norfolk Southern Railway Company (collectively, "Norfolk Southern" or "NS").

I. INTRODUCTION

The League is an organization of shippers that conduct industrial and/or commercial enterprises throughout the United States and internationally. The League is the oldest and largest nationwide organization representing shippers of all sizes and all commodities. The League has

approximately 600 separate company members, ranging from smaller shippers to some of the largest shippers in the country. League members ship substantial volumes of commodities via rail, including rail transportation over the lines of NS.

On December 12, 1997, the League entered into a partial settlement with Norfolk Southern Corporation and with CSX Corporation that resolved numerous issues and concerns that the League had with the application at issue in this proceeding. The League also submitted extensive comments to the Board on those issues that it could not resolve with the Applicants. Subsequent to Decision No. 89, the League actively participated, and a member of the League in fact chaired, the Conrail Transaction Council that was created under the NITL Settlement to provide a forum to discuss implementation of the transaction with the Applicants. In short, there have been few more active participants in this proceeding than the League, other than the Applicants themselves. Moreover, the League has been an extremely active participant in each of the major rail mergers that have been considered by the agency in the past ten years, and the League's members are vitally concerned with the implementation of the agency's rail merger policy for the future.

The League believes that the matters raised in Decision No. 186 present the Board with several critical policy issues upon which the League wishes to comment.

Specifically, as set forth in greater detail below, although the League takes no position on the particular facts in dispute in Decision No. 186, the League believes that sound rail merger policy and the integrity of the Board's merger proceedings demand that applicant rail carriers in agency consolidation proceedings be held to the representations that they make during the course of those proceedings. In this Reply, the League suggests factors that should be examined by the

Board in determining whether a particular statement made by a carrier is a "representation" that should be enforced by the Board. The League also discusses the policy approach that the Board should use in enforcing "on the record" statements made by rail consolidation applicants, and takes issue with the policy approach set forth in Part I of the Argument contained in NS' Response in this case. Finally, the League comments on and suggests an approach to the policy issues raised by NS in Part IV of the Argument contained in its Response, dealing with the issue of "micro-managing" a railroad enterprise.

II. MERGING RAIL CARRIERS SHOULD BE HELD TO THEIR REPRESENTATIONS

A. Holding Applicant Rail Carriers To Their Representations Is Necessary to Preserve the Reliability, Probity, and Integrity of the Board's Consolidation Proceedings

In Part I of the Argument in NS' Response and in the attached Exhibit 1, the railroad contends that it never stated or implied an intention, representation or commitment to retain and use the Hollidaysburg Shops for any specific period of time or regardless of business conditions. NS Response, pp. 18-25. In making this argument, NS divides the statements that it has made and/or that have been cited by the Petitioners, into two strict categories: (1) what NS contends are "on the record" statements, which consist of several statements contained in the Verified Statements of NS witnesses or statements contained in the NS Operating Plan; and (2) all other statements, which NS contends suffer from various "frailties," and which therefore should be totally ignored. See NS Exhibit 1.

Then, discussing the first category of statements (*i.e.*, those concededly made "on the record"), NS contends that none rise to the level of enforceable "representations" and are not "agreements," "obligations" or "undertakings," either because of their vagueness, or because they are qualified by statements made elsewhere in the record. See NS Response, pp. 16, 18-19, and

Exhibit 1, p. 2. NS thus contends that all of its statements in this first category were merely expressions of NS' "belief" in the usefulness of the properties at issue; "good faith expressions" of how NS intended to operate the Hollidaysburg shops; or "hopes" and "expectations" -- nothing more. Response, pp. 18, 19, 22. Indeed, while NS never affirmatively identifies any specific representations in its application, or even types of representations, to which it should be held, elsewhere in its Response NS seems to imply that the only representations to which it should be held are written settlement agreements entered into the record in the case. See NS Response, p. 28.

There are several problems with NS' approach from the point of view of sound administrative and public policy.

First, and most narrowly, it would undermine the Board's own decision in this case, since such an approach would render the Board's "representation condition" a dead letter. Under that "representation condition," the Board stated that "[a]pplicants must adhere to all of the representations they made during the course of this proceeding, whether or not such representations are specifically referenced in this decision." Decision No. 89, p. 176, ordering paragraph No. 19. But since the entirety of NS' Operating Plan is, according to NS, purely contingent on future events; and since NS would apparently deem statements in its Verified Statements as merely expressions of belief, hope, or expectation, there would appear to be few if any representations in the record in this case, either on the question at issue in Decision No. 186 or otherwise, to which NS must "adhere," other than formal settlements entered on the record. As discussed further below, the League does not believe that the Board should, as NS urges, essentially eviscerate its representation condition.

Second, more broadly and more seriously, NS's approach to carrier "representations" would undermine the reliability and probity of the administrative process. Not holding carriers accountable for their representations would encourage puffery in rail consolidation applications, and laxity in the evidence. NS' approach would place a premium on "sharp lawyering," rather than candor and directness. It would fundamentally undermine the Board's own decision making process. After all, it is not just parties to the proceeding who must rely on statements made by applicant carriers: it is the Board itself. And if the Board cannot rely on statements made in the application, the Board's own decisions will rest on a foundation of sand.

Third, NS' approach is inconsistent with the entire structure and process that the Board has developed to build a record to implement its statutory responsibility. In rail consolidations, the Board is obligated to determine broadly the "public interest." 49 U.S.C. § 11324(c). The Board's inquiry into the public interest is not a bloodless, academic exercise regarding rail operations and competition that is based purely on internal analyses of the application by agency staff. On the contrary, the Board's merger decisions involve complex judgments that depend upon statements made in the carriers' application, but also depend upon the number and nature of non-applicant participants in the proceeding and the persuasiveness of their filings. Thus, while the Board makes an independent inquiry and judgment as to the public interest based on its own expertise, the Board's judgment depends in significant part upon the evidence brought to it by non-applicant parties.

However, as this process has evolved over the years, parties potentially interested in a rail merger choose to become parties of record (or not); determine the nature and extent of their participation (if any); determine whether to oppose (or support) the application; and formulate their specific position, by depending in substantial part upon the representations made by the

merging rail carriers regarding the proposed merger. Such representations are contained not only in the carrier's formal application to the Board, which is "on the record," but also in speeches by responsible officers of the applicant railroads, and in private discussions between the rail carriers and their customers as the carriers explain what statements in their formal application mean. To a significant extent, applicants' representations both on and off the record influence the evidence brought to, and the contours of, a rail consolidation proceeding; as well as the nature and extent of the inquiry made by the Board. Thus, holding applicant carriers accountable for their representations is critical to the integrity of the record, and therefore the integrity of the Board's decision making process, in agency merger proceedings.

Finally, failing to hold carriers to their representations would undermine the salutary process of voluntary settlement that has been so encouraged by the Board. Frequently, parties settle in merger proceedings by relying on statements made in a merger application, as further explained in statements made by the carrier during settlement negotiations. Even where there is a formal, written settlement, that written settlement frequently will only deal with certain contested issues, and will be silent on other issues in which a party believes, after private discussions with the railroad, that carrier representations provide the necessary security. But if carrier representations cannot be relied on, the entire settlement process is likely to bog down, since parties will have to "nail down" in a written settlement everything that is or even could be at issue. This is likely to lead to proceedings before the Board that are even more complex and protracted than they are now.

As noted above, NS' approach divides the assertions at issue in Decision No. 186 (and presumably many other assertions in and related to the Application) into either vague and highly qualified statements of "hopes" or "expectations" that are not enforceable, or statements made

outside the record and that suffer from other "frailties," and that are also not enforceable. This hyper-technical and legalistic approach requires the Board to close its eyes to the larger process by which the evidentiary record is created, and will encourage the submission of unreliable applications and exaggerated "evidence." In short, the reliability, probity, and integrity of the administrative process requires the Board to give meaning and life to its representation condition, and requires the Board to hold the carriers to their representations.

B. Holding Merging Carriers to their Representations is Consistent With the Board's New Merger Rules

The Board's decision in this proceeding will not only have an effect upon the specific parties to this case, but also will have an effect upon future rail consolidation proceedings. The League believes that it is therefore important for the Board to consider whether a particular decision in this proceeding will be consistent with, or to the contrary will undermine, the principles and policies that the Board recently articulated in its decision in Ex Parte 582 (Sub-No. 1), *Major Rail Consolidation Procedures*, decision served June 11, 2001.

The League believes that holding rail carriers to their representations would be fully consistent with the Board's new merger rules, and not doing so would be directly at odds with the policy thrust of the new rules.

As a general matter, the Board ruled in its decision in Ex Parte 582 (Sub-No. 1) that "future merger applicants should bear a heavier burden to show that a major rail combination is consistent with the public interest." *Id.*, slip op. at 9. It is clear that the "heavier burden" extends not just to the existence of new requirements, but also to the reliability of carrier assertions in complying with the agency's new rules. As the Board noted, "we do plan to take a more skeptical, 'show me' attitude toward claims of merger benefits and toward claims that no

transitional service problems will occur." *Id.*, slip op. at 12. A "more skeptical, 'show me' attitude" by its nature demands a higher level of reliability in carrier statements made during all phases of the merger application process, which in turn requires the Board to more closely hold carriers to their representations. Indeed, in more than one place in its decision in Ex Parte 582 (Sub-No. 1), the Board took steps to limit the degree of "exaggeration" in rail merger applications, *see id* slip op. at 22, 23, and to require enforceable "standards," *id.*, slip op. at 42. In short, holding carriers to their representations is completely consistent with and crucial to the Board's current policy direction.

III. THE BOARD SHOULD EXAMINE A VARIETY OF FACTORS TO DETERMINE WHETHER A MERGING RAIL CARRIER, AND WHETHER NS IN THIS CASE, MADE "REPRESENTATIONS" THAT SHOULD BE ENFORCED

Clearly, not every sentence contained in a rail merger application is a "representation" that should be enforced. In its decision in this case, the Board should discuss the standards that it uses in this case, and will use in the future, to determine what statements are enforceable "representations." In this section, the League discusses the factors that it believes the Board should examine in determining whether a "representation" should be enforced, and discusses the approach that the Board should take in "on the record" versus "off the record" statements.

A. The Board Should Consider Three Factors in Determining Whether a Statement is a "Representation" That Should Be Enforced

Although the determination as to what is an enforceable "representation" is inherently a fact-specific inquiry, the League believes that the Board should consider three factors in determining whether a statement is a "representation" that should be enforced:

- 1) The Board should examine the specific wording of the statement, to examine whether the carrier has assumed an obligation.

- 2) The Board should examine the circumstances of the statement, including the statement's purpose and context; the frequency with which the alleged representation is repeated; the identity and authority of the speaker; and whether the actions required by the alleged representation are within the control of the party making them.
- 3) The Board should examine the nature of any statements that contradict or qualify the statement at issue.

In examining the wording of a statement, the Board should consider the specific words used by the carrier, including their degree of specificity, to determine whether the carrier has clearly assumed an obligation. However, the Board should not limit its inquiry only to the words used, but should also examine the circumstances of the statement. For example, a statement made by a member of the executive management of the railroad may well be given more weight than a statement made by an employee who by his position cannot commit the carrier to a future course of action. Finally, the Board should examine the nature of any statements made that contradict or qualify the statement at issue. For example, a generalized "disclaimer" may have less weight than a specific disclaimer; and a specific promise might not be outweighed by a generalized statement elsewhere in the application that might be read to contradict the specific promise.

By examining the above factors, the League believes that the Board can broadly consider all pertinent circumstances that might affect whether or not a statement is a "representation" that should be enforced.

B. The Board Should Enforce On the Record Representations, But May and Should Consider Other Statements That Help to Interpret Ambiguous On-The-Record Statements

In Part I.C. of its Argument, NS contends that what it states are extra-record statements should be completely disregarded in determining the legal obligations related to the proceeding

on a party. NS Response, p. 24. On the other hand, it might be argued that the Board should enforce even off-the record statements. While the text of the Board's "representation condition" is not clear, in Decision No. 124 in this case the Board held that the representation condition applies only to representations made "on the record." Decision No. 124, slip op. at 7-8.

There is, however, a middle ground between, on the one hand, completely disregarding all off-the-record statements, and on the other strictly enforcing all statements made off the record.

The League believes that a representation that is solely off-the-record should not be enforced by the Board.¹ In other words, parties should be able to know what statements will and will not have legally binding significance before the Board: statements contained in the record of the proceeding may be enforced by the agency. In addition, such a limitation would comport with the requirements of the Administrative Procedure Act for Board decisions to be based on "substantial evidence," as NS points out in its Response. Response, p. 24.

However, if a carrier applicant has made a statement on the record, but there is ambiguity as to the scope, binding nature, or meaning of that statement, then the Board should be able to consider off-the-record statements in order for the Board to determine whether or not to enforce, and how to enforce, the carrier's alleged representation. Carriers could avoid responsibility for off-the-record explanations by simply being clear in their application filed with the Board -- a salutary policy result. On the other hand, if the wording in the carriers' application is ambiguous, then carriers would need to be precise in their off-the-record pronouncements, so as not to mislead another party as to what the carrier's on-the-record statement actually means -- another

¹ Of course, if off-the-record statements rise to the level of contracts, or that induce reliance, they might be enforced by a court under applicable principles of law.

salutary policy result. And if the carriers' application is ambiguous, and then the carrier makes affirmative statements outside the record as to what that ambiguity actually means, then the carrier should be held to that meaning. There is no unfairness in doing so.

Such an approach would be consistent with the traditional approach of courts and other judicial bodies in enforcing agreements. For generations, courts have held that where the words of an agreement are clear, then the words of an agreement should be enforced. However, where the words of a contract are ambiguous, then it is proper to consult surrounding circumstances, such as the course of the parties' negotiations, the practice of the industry, and the course of performance, in determining the meaning of a contract. Samuel Williston, *Williston on Contracts*, § 30.7 (Richard A. Lord ed., 4th ed. 1999). Similarly, if an application and other on-the-record pronouncements of a carrier are clear, then those representations should be enforced. However, where they are not clear, then "surrounding circumstances," that is, statements that are not contained on the record, could and should be consulted in determining the scope, binding nature, or meaning of on-the-record statements.

IV. IN HOLDING CARRIERS TO THEIR REPRESENTATIONS, THE BOARD NEED NOT "MICRO-MANAGE" A RAIL CARRIER

In Part IV.A. of its Response, NS argues that a decision by the Board requiring NS to operate the shops for some period of time would require the Board to assume an unprecedented management role. The League respectfully disagrees.

At the outset, the League would note that a merging rail carrier need not make a "representation" on the record. However, once a carrier has done so, it has voluntarily limited its own management prerogative. In such an instance, the carrier cannot be heard to complain that holding it to its representation involves "micromanagement" of the railroad.

But even beyond the appropriateness of holding the carrier to its representation, the League does not believe that doing so necessarily must involve placing the Board in the position of micro-managing a railroad enterprise. Rather, as noted below, the League believes that the Board can, and should, establish procedures under which most questions can be resolved without the necessity for Board action.

A carrier's "representations" are made not just to the Board, but initially -- and more fundamentally -- to non-applicant parties. Indeed, often such "representations" are made to specific non-applicant parties. When the Board finds that the carrier has made a "representation" that should be enforced, it should in the first instance require the carrier and the party (or parties) to whom the carrier has made its representation to enter into good-faith discussions to implement the representation, so that private-sector negotiations can attempt to reach an agreement. The Board's role would then be limited to deciding broader questions that cannot be resolved in the context of individual discussions.

There is ample precedent for such an arrangement. In 1996, BNSF was granted various rights in connection with the UP/SP merger, including trackage rights over about 4,000 miles of UP/SP track. The rights were initially granted in a settlement between BNSF and UP/SP, but the Board supplemented that agreement with additional requirements and obligations, and imposed the augmented arrangement as a condition of the UP/SP merger. In so doing, the Board required substantial involvement by one carrier on the lines of another (UP). Yet the Board's order did not result in the Board "micromanaging" the enterprise. Rather, the condition ordered by the Board included within it private procedures for resolving most disputes. According to reports filed recently by both UP and BNSF, those two parties have in fact solved the large majority of disputes. See, *e.g.*, UP's Report on Issues Arising Under the BNSF Settlement Agreement, p. 1.

Thus, while the Board has periodically had to resolve disputes, it is very clear that the Board has not needed to "micro-manage" that enterprise.

A similar arrangement could be implemented in the case of carrier representations. Where there is a dispute over the meaning or scope of a representation, or its implementation, the parties should in the first instance be required to enter into good-faith negotiations in an attempt to reach an agreement, and only where such agreement is not possible, especially in the area of broader policy matters, would Board involvement become necessary.

V. CONCLUSION

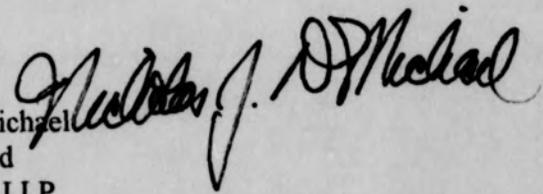
The Board is respectfully requested to consider the above comments in making its decision in this case.

Respectfully submitted,

THE NATIONAL INDUSTRIAL TRANSPORTATION
LEAGUE
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Arlington, Virginia 22209

By Its Attorneys

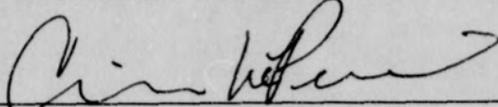
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Dated: July 16, 2001

Certificate of Service

I hereby certify that I have on this 16th day of July 2001 served a copy of the foregoing on all parties of record, in accordance with the Board's Rules of Practice.



Aimee DePew



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July 16, 2001

ENTERED
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The Honorable Vernon A. Williams
Secretary
Surface Transportation Board
1925 K St. N.W.
Washington, D.C. 20423-0001

RE: Finance Docket No. 33388, *CSX Corporation, et al -- Control and Operating Leases / Agreements --
Conrail Inc. and Consolidated Rail Corporation -- Replies in Response to STB Decision No. 186*

Dear Secretary Williams:

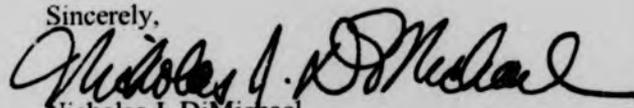
This letter is written on behalf of The Fertilizer Institute ("TFI") pursuant to the order of the Board in Decision No. 186 in the above-referenced proceeding, in reply to the Response to Decision No. 186 Regarding the Hollidaysburg Car Shops (hereinafter "Response") filed by Norfolk Southern Corporation and Norfolk Southern Railway Company (collectively, "NS").

TFI is the national trade association of the fertilizer industry. The organization represents more than 250 member companies, including virtually every primary plant food producer, as well as secondary and micronutrient manufacturers, fertilizer distributors and retail dealerships, equipment suppliers and engineering construction firms, brokers and trader, and a wide variety of other companies and individuals involved in agriculture. Many members of TFI utilize rail transportation.

While TFI is taking no position on the particular facts in dispute in Decision No. 186, TFI does believe that sound rail merger policy requires that applicant rail carriers in merger proceedings be held to the representations that they make during the course of those proceedings. Fertilizer shippers and others rely on the representations of applicant rail carriers in determining whether or not to participate in a rail merger proceeding, and in determining what will be their position before the Board. If these parties cannot rely on the representations made by applicant carriers, the process of evaluating a rail merger, and parties' participation in it, will be seriously impaired.

The Board's "representation condition" imposed in this proceeding, which requires the merging carriers to adhere to the representations that they made, recognizes the importance of rail carrier representations in the merger approval process. The Board should act to uphold its representation condition, and take no action that would undermine it. A merging rail carrier need not make a "representation" on the record. However, once it has done so, it has voluntarily limited its own management prerogatives, to which the Board traditionally gives deference. In such an instance, it is proper for the Board to hold the carrier to the representation that it has made.

Sincerely,


Nicholas J. DiMichael
Counsel for The Fertilizer Institute

cc: All parties of record



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July 16, 2001



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By Hand Delivery

Vernon Williams, Secretary
Surface Transportation Board
1925 K Street, N.W.
Washington, DC 20423-0001

Re: STB F.D. No. 33388

Dear Mr. Williams:

Enclosed please find an original and ten copies of the Reply of Various Unions and the Commonwealth of Pennsylvania to Norfolk Southern Corporation's Response to Decision No. 186, accompanied by Statements of Hollidaysburg Car Shop Employees, Declaration of Alan M. Scheer, Second Declaration of George J. Francisco, Jr., Declaration of Joseph H. Letcher, Statements of David R. Goode to Shareholders & Merrill Lynch, Hollidaysburg Car Shop Insourcing Summary and Verified Statement of Richard Hudic, in the above-referenced matter. Also enclosed is a copy of the Reply on a 3 1/2 inch floppy disk in WordPerfect format.

Sincerely,

O'DONNELL, SCHWARTZ & ANDERSON, P.C.

By Richard S. Edelman
Richard S. Edelman (M.Z.)

Enclosures

BEFORE THE
SURFACE TRANSPORTATION BOARD

Finance Docket No. 33388

CSX Corporation et al., Norfolk Southern Corp. et al.--Control and Operating
Leases/Agreements--Conrail Inc. and Consolidated Rail Corp.

**REPLY OF VARIOUS UNIONS
AND THE COMMONWEALTH OF PENNSYLVANIA TO
NORFOLK SOUTHERN CORPORATION'S RESPONSE TO DECISION NO. 186**

Norfolk Southern Corp.'s ("NS") response to the show cause order issued by the Board in its Decision No. 186 regarding NS' plan to close the Hollidaysburg Car Shop ("HCS") does not demonstrate that NS should be allowed to shut down the HCS. NS' submission contains no new evidence and essentially provides only expanded versions of its prior unpersuasive arguments in this matter. Accordingly, the Board should order NS to retain the HCS at at least its present capacity for significant period of time beyond September 1, 2001 as is contemplated in Decision No. 186.

INTRODUCTION

NS brazenly denies that it made representations that it would retain and invest in the HCS. NS contends that the Board should simply ignore NS' repudiation of its commitments, and that it should not be held accountable for the commitments it made in order to obtain STB approval of the Conrail Transaction. NS further argues that the Board's enforcement of its Order would somehow constitute improper meddling in NS' business. Additionally, NS has offered the misleading and inaccurate assertions that the issues presented to the Board can and should be resolved in *New York Dock* proceedings. Petitioners also note that NS has not responded at all to the evidence adduced by Petitioners that current utilization of the HCS is not substantially below

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Office of the Secretary
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Part of
Public Record

its level of utilization in 1995, the base year for the financial analyses and Operating Plans, and its level of utilization in the years when NS made its commitments, so that NS cannot now complain that current levels of usage of the HCS justify its planned repudiation of those commitments based on changed circumstances.

NS' position denigrates the concerns of its employees and is dismissive of the harm that closing the HCS would have on communities in Pennsylvania which supported the Conrail Transaction based on commitments made by NS on the record in sworn testimony, in public and in person. And NS has shown a lack of respect for this agency and the role it plays in administering the ICA in that NS asserts that the Board's job is merely to approve transactions and then walk away without regard for representations and commitments made in order to obtain agency approval, and despite the Board's oversight role.

It is important to recognize that this is not a case about obscure details of NS' Operating Plan, and it is not about "micromanaging" NS' business. It is about upholding high profile, high stakes commitments made by NS in order to obtain key support in connection with its effort to obtain approval of a high stakes transaction. Petitioners do not ask or expect that NS be made the guarantor of every single detail and projection in its Operating Plan, but they do contend that when clear commitments are made they must be honored, even if they prove to be more burdensome in reality than they seem to be when made. It is in the nature of promises that they sometimes are harder to fulfill than originally assumed, but that does not make them any less binding.

In this reply, the Petitioning Unions¹ and the Commonwealth of Pennsylvania (“Petitioners”) will again show that NS committed to retention of, and investment in, the HCS, that those commitments are enforceable by the Board, that the questions before the Board are not matters that can be handled under the *New York Dock* conditions, and that NS’ policy arguments have no merit.

ARGUMENT

I. NS MADE A BINDING COMMITMENT TO RETAIN, INVEST IN AND EXPAND WORK AT THE HCS

A. NS Committed To Retain, Invest In And Expand Work At The HCS

Remarkably, NS is still arguing that it made no commitments or representations to which it is bound regarding the HCS. According to NS, its statements about the HCS were only that “NS believed that the Shops would prove useful to it and hoped and expected to use them, but for no definite period”. NS June 25 Filing at 19. The record is now replete with quotations and documents regarding what NS actually said, and the Board can readily make its own determination of whether NS has accurately characterized its statements regarding the HCS, so Petitioners will not repeat each and every statement. They will however address NS’ characterization of its statements and its attempts to rely on boilerplate discovery disclaimers and vague and general deposition testimony to negate those statements.

When NS opened its campaign for approval of its acquisition of control of Conrail, NS

¹ Transport Workers Union of America (“TWU”) and the National Conference of Firemen and Oilers/SEIU (“NCFO”), International Association of Machinists and Aerospace Workers (“IAM”), International Brotherhood of Boilermakers and Blacksmiths (“IBB”) International Brotherhood of Electrical Workers (“IBEW”) Sheet Metal Workers International Association (“SMWIA”) and Transportation Communications International Union (“TCU”)

made numerous public statements committing to retention of and investment in the HCS. NS took out ads in at least 18 newspapers that stated "Norfolk Southern is committed to continuing to operate Conrail's Hollidaysburg Car Shop and its Juniata Locomotive Shop at Altoona, and will promote employment there...." Petitioners' Ex.4, emphasis added. NS CEO David Goode testified before the United States Senate in March of 1997 and told Senator Arlen Specter that the Altoona shops were "excellent facilities" that "NS does not have nearby shop facilities" to the lines it would acquire in Pennsylvania "so we are in a position of not only being able to give assurances that we will keep those shops and keep them operating, we are going to need them". Petitioners' Ex.6, emphasis added. In May of 1997, NS Resident Vice President Public Affairs M. Patrick McCune responded to questions of State Representative Geist about the fate of the Altoona shops stating "...I'm prepared to tell you that we will operate those shops at the same level that Conrail presently utilizes those shops and we think that the addition of Norfolk Southern as the new owner of those shops will bring additional opportunities for growth at both Juniata and the Hollidaysburg shops". Petitioners' Ex.23, emphasis added.

In the CSX/NS Application NS made repeated statements that it would retain and invest in the HCS. For example, NS CEO David Goode stated :

...Conrail has excellent locomotive and car repair facilities at Altoona/Hollidaysburg, Pennsylvania, while NS's comparable facilities are in Roanoke, Virginia. As explained in the Operating Plan and the Verified Statement of D. Michael Mohan, important efficiencies can be gained by concentrating different types of mechanical work at each location.... So-called "insourcing" provides another opportunity to maximize utilization of the system shop at Altoona/Hollidaysburg and Roanoke. Fortunately for our insourcing plans, CSX plans to use NS's services at Altoona/Hollidaysburg for at least a portion of its Conrail car and locomotive fleets.

Verified Statement of David Goode p. 16 App. Vol. 1 p. 338. Petitioners' Ex.7.

NSR's Operating Plan witness Michael D. Mohan stated "After the consolidation, the

Conrail shop at Hollidaysburg will absorb most car program work, with Roanoke Shops - Car concentrating on new car construction and rebodying. Program car repair operations at Macedonia, OH, Decatur, IL and Williamson, WV will be eliminated." Verified Statement of Michael Mohan p. 50 App. Vol. 3B at 62. Petitioners' Ex. 8. With respect to NSR's plans for the HCS, the Operating Plan stated that:

Recognizing the shop capacity NS gains as a result of the addition of Conrail facilities, as well as the advantages of a stable work force, NS anticipates performing car and locomotive repairs and overhaul for other rail carriers and other prospective customers.... Facilities which will provide these services are in Altoona, PA (including the nearby Hollidaysburg Car Shop) and Roanoke, VA. These facilities are known for their capabilities and the craftsmanship of their employees.

NSR Operating Plan p. 253 App. Vol. 3B at 253. Petitioners' Ex.9. NSR's Operating Plan also stated that NSR would invest \$4 million in the Hollidaysburg shop. NSR Operating Plan p. 219 App. Vol. 3B p. 287. Petitioners' Ex.9.

In a Press Release entitled "The New Norfolk Southern The Best Choice For Pennsylvania", issued contemporaneously with the filing of the Application in this proceeding, NS stated: "Norfolk Southern is committed to operate Conrail's Hollidaysburg car shop and Juniata locomotive shop and will promote employment there". Petitioners' Ex. 10 , emphasis added. And an NS "Fact Sheet" for Pennsylvania also contemporaneous with the filing of the Application referred to "Estimated \$4 million in capital improvements at Hollidaysburg shop". Petitioners Ex. 11, emphasis added.

Petitioners submit that these statements clearly show that NS did far more than suggest that the HCS would prove useful. NS' application represented that NS would keep the HCS and increase work there. NS made numerous related explicit public statements including statements to elected officials that made its plan to retain the Altoona shops clear and unequivocal; and its

representation and public statements were overtly made as part of a multi-front campaign in support of its efforts to acquire control of Conrail.

NS has engaged in revisionist history when it claims that it merely expressed a good faith intention to use the HCS. NS does so by downplaying its statements in the Application and by suggesting that all of the other evidence relied upon by the Petitioners is extra-record third party media reports for which NS should not be held accountable. However, NS made multiple statements in its Application that retention and expansion of the HCS would be a key part of the new NS. NS has suggested that the statements in the Operating Plan were merely aspirational and no different than many other examples of possible actions in the Operating Plan. Yet, even if it is assumed that not every detail in an Operating Plan constitutes an ironclad commitment, here NS made repeated clear statements about the HCS not only in the Operating Plan, but also in the testimony of the Operating Plan witness Mohan--clearly stating that the HCS would be an important part of NS. Additionally, retention of the HCS was one of the few aspects of the new NS described in the short Verified Statement of CEO Goode. And there was the special side letter agreement between NS and CSXT for CSXT to have CSXT work done at the HCS and Juniata that required CSXT to send the Altoona shops a certain number of cars and locomotives for at least three years. Moreover, the statements in the Application, while perhaps more cautiously phrased, reinforced NS' own unconditional statements in newspaper ads, press releases and the testimony of CEO Goode before the U.S. Senate. Thus, NS made commitments on the record that were amplified by NS' own public statements.

As NS itself has acknowledged (July 25 Filing at 4), its effort to gain agency approval of its plans involved a massive multi-front campaign involving the agency, the courts, elected

officials and the press to obtain support for approval of its acquisition of control of Conrail. NS cannot pretend that it was involved in some solitary, obscure, adjudication where only a handful of parties participated before a decision-maker with no parallel political campaign for approval of the matter before the agency. NS actively courted public opinion and actively sought support or neutrality from elected officials. In particular NS sought the support of Governor Ridge, Senator Specter and then House Transportation Committee Chairman Bud Shuster, and its efforts included repeated commitments to each of them and in public declarations that it would retain and promote the HCS. Nobody required NS to issue press releases describing its plans or to take out newspaper ads asking Pennsylvania, its officials, its citizens and Conrail workers to support NS in its filings with the agency, or to lobby a Senator and Transportation Committee Chairman with commitments and reassurances about the HCS. NS must be held accountable for the advertisements, web pages, press releases, sworn testimony and solemn promises it made in its carefully orchestrated campaign to win support for the Transaction; and it not now be heard to argue that those promises should not have been taken seriously.

Moreover, the Split Date remarks of Chairman Shuster and NS CEO Goode in Altoona provide strong confirmation that NS understood that it had made a commitment to retain and invest in the Shops. Chairman Shuster explicitly referred to NS' commitments to retain and invest in the Juniata and Hollidaysburg Shops. And Mr. Goode expressly acknowledged Chairman Shuster's description of NS' commitments. Petitioners' Ex. 22. NS has argued that post-approval statements are irrelevant since the Board's Order binding it to its representations could not cover statements made after issuance of that Order. NS' argument misses the point. Petitioners do not assert that the Board's Order could bind NS to commitments after approval of

the Application was pending. Rather, the remarks of Chairman Shuster and CEO Goode show that the Chairman and Mr. Goode both clearly understood as of Day One that NS had committed during the course of the STB proceedings that NS would retain and invest in the HCS.

Furthermore, the remarks of Chairman Shuster and Mr. Goode show that Mr. Goode acknowledged that the support of Pennsylvania elected officials was important to the success of NS' campaign. It is unlikely that such support could have been obtained had NS merely made the equivocal statement it now pretends it made—that NS merely thought that the Juniata and Hollidaysburg Shops would prove useful and that NS expected to use them.

Petitioners respectfully submit that the detailed evidentiary record before the Board clearly demonstrates that NS represented that it would retain, invest in and expand the HCS..²

² NS has suggested that an order enforcing Decision No. 89 to the extent that it bound NS to its representations would somehow violate the Administrative Procedure Act ("APA"), 5 U.S.C. who §706. June 25 filing in response to Decision No. 186 at 24, 37, 42. There is no merit to its contentions. The Board would be ordering NS to comply with commitments made by NS itself, after there had been development of an extensive record, with copies of numerous documents, including documents created by NS and statements made by NS' own CEO, demonstrating that the commitments had been made. NS would have no basis for asserting that it was surprised by the Board's directive since Decision No. 89 expressly bound NS to the representations it made in order to obtain approval of the Conrail Transaction. NS was in control of, knows of, and is properly held accountable for, the representations that it chose to make. And NS did not appeal from, or seek clarification of, the order binding NS to its commitments; rather NS consummated the Conrail Transaction pursuant to that decision, and NS necessarily accepted its terms. The APA decisions that NS has cited are inapposite. None of them involves an agency's enforcement of a prior order, much less an order advising a regulated party that it would be bound to its own representations. None of those cases involves purely voluntary actions by a regulated party. The STB did not require NS to file an Application, to make representations to interested parties (including statements reiterating and explaining what was in the Application) to gain support for the Application, or engage in a broad-based political campaign associated with the Application. Nor did the Board compel NS to consummate the Transaction under the terms established in Decision No. 89. The cases cited by NS are each distinguishable on other grounds. *James Madison Ltd. v. Ludwig*, 82 F. 2d 1085 (D.C. Cir. 1996), involved a claim by a party that a reviewing court should have supplemented the record on review with documents the agency did not have, and the court held that the district court could properly review the agency's

B. NS' Responses To Discovery Requests Did Not Negate Its Commitment To Retain The HCS

NS' has relied on its answers to certain discovery requests propounded by various unions to suggest that it effectively withdrew its commitment to retain the HCS. The Board should not accept the notion that generalized discovery responses that seek to broadly preserve applicant flexibility can somehow negate clear specific commitments in an Application and in public statements by the Applicant and its highest level officer. In any event NS' argument is not even supported when the interrogatories and answers are scrutinized. The interrogatories in question basically focused on particular shops that had not been mentioned in the Operating Plan or Labor Impact Exhibit, and the deposition testimony cited by NS consisted merely of vague statements that NS might do coordinations of facilities beyond those specifically identified in the Operating Plan. Review of the interrogatories and answers shows that NS did not state or suggest that NS was withdrawing its commitment about the HCS.

ARU interrogatory no. 127 was addressed only to NS' plans with respect to shops on the then "present NS system" other than Peagram, Ft. Wayne and Enola, so the response that NS had not determined whether other shops would be closed said nothing about the HCS. ARU

decision based on the evidence the agency did have. *Id.* at 1095. In *Port Terminal R.R. Ass'n. v. U.S.*, 551 F. 2d 1336 (D.C. Cir. 1977), the agency denied a rate increase and refused further hearings based on application of new standards not previously disclosed to the regulated party that differed from prior standards, without explanation for the departure from the prior standards. *Id.* at 1339, 1344. *Pearson v. Shalala*, 164 F. 3d 650 (D.C. Cir. 1999), was a challenge to an agency rule where an industry claimed that the rule was vague, and its application was not explained by the agency in either the rule or in a proceeding applying the rule. *Id.* at 660. Here, the Board stated in Decision No. 89 that Applicants would be bound by their representations, NS knew the representations it had made and NS consummated under Decision 89 without seeking clarification or appealing. Simply put, it is ludicrous for NS to claim that it is unfair that it be held to representations that it and its CEO undeniably made after it had been told that it would be bound to its representations.

interrogatory no. 129 was specifically addressed to NS' plans regarding shops at Macedonia, OH, Decatur, IL and Williamson, W Va. ARU interrogatory no. 151 asked NS to identify all project shops on the then "present Conrail system" that "will be closed or consolidated with another shop" and NS responded by referring to the Labor Impact Exhibit that actually showed the HCS gaining positions, and to its answer to ARU interrogatory no. 127 that was addressed specifically to shops on the then "present NS system". ARU interrogatory no. 180 noted NS' prior responses that it had no plans to close other shops on the then "present NS or combined NS/Conrail system" (*i.e.* the responses to the several interrogatories described above), and NS answered that after the acquisition, future conditions would affect decisions on its needs at other shops.

Petitioners submit that this combination of answers was not, and cannot be considered, a negation of NS' repeated clear commitments regarding the HCS. NS' boilerplate disclaimers attempting to preserve certain options at unidentified locations did not, and could not, trump the statements by NS and its highest level officers in multiple forums that NS would retain the HCS. Indeed, because NS had been so clear about the HCS both in the Application and elsewhere, there was no reason for the Unions to inquire about NS' plans for the HCS. Instead they focused on the many other shops on the Conrail territory allocated to NS that were not discussed in the Operating Plan. The Unions asked specific questions about the HCS which dealt only with what might happen to employment at HCS if CSXT stopped sending cars to the HCS. NS responded that it did not know when CSXT might stop sending cars, that it could not speculate on the amount of work that would remain, or the impact of insourcing and the rate of attrition; and NS' responses suggested that possible future reductions in employment at HCS might be avoided by future developments (increased insourcing and attrition). NS responses to ARU Interrogatories

nos. 143 and 132. Neither the questions nor the answers state that the HCS might be closed; they dealt only with the more limited issue of employee impact if CSXT stopped sending cars; NS certainly did not suggest that the HCS might be closed if CSXT stopped sending cars or, for any other reason. The Unions had no reason to assume that NS' word play in its answers regarding other facilities meant that the HCS and Juniata shops were not secure, and NS' answers were not understood that way by the Unions. Such answers certainly could not have been taken to be a repudiation of NS' commitments to the Commonwealth of Pennsylvania, Chairman Shuster or Senator Specter that the HCS and Juniata shops would remain open and be expanded.

NS' reliance on the deposition testimony of its Labor Relations Vice President Spenski is also unavailing in this regard. NS appears to place primary reliance on Mr. Spenski's vague statement that NS would be looking for opportunities to "coordinate work more efficiently" in the future. Spenski Tr. at 86, cited in NS June 25 filing at 20. A general statement that NS intends to operate efficiently cannot be read to trump the specific commitments NS made to retain and invest in the HCS. In other passages of Mr. Spenski's testimony cited by NS, Mr. Spenski referred to work and jobs being transferred to the HCS (transcript at 80, 86); repeated the suggestion that there might not be furloughs if CSXT stopped sending cars because of increased insourcing and/or attrition (transcript at 81), and discussed the central issue about the Altoona Shops--NS' plan to place the former Conrail shop under NS collective bargaining agreements (transcript at 87). Further, Mr. Spenski discussed the possible transfer of work from other Conrail facilities to the HCS (transcript at 86). Thus, contrary to the assertion of NS (NS June 25 filing at 20), Mr. Spenski's remarks at page 86 did not discuss possible movement of work from HCS elsewhere, but rather transfer of work to the HCS). Thus the statements of Mr. Spenski did not

negate the representations made in the Application itself, the commitments made by Mr. Goode and the other public commitments made by NS

Petitioners again note that on Split Date, Mr. Goode clearly understood and acknowledged that NS made commitments to retain and invest in the HCS and he reiterated them for the HCS employees, and the Altoona communities.

C. The Board May Properly Hold NS To Its Commitments Regarding The HCS

NS has no basis whatsoever for objecting to a Board Order requiring it to retain the HCS at its present capacity because the Board's Order approving the Conrail Transaction included an ordering paragraph that expressly stated that "Applicants must adhere to all of the representations they made during the course of this proceeding, whether or not such representations are specifically referenced in this decision". Decision No. 89 at 176. An Order requiring NS to retain the HCS at its present capacity would merely enforce the Board's prior Order binding NS to its representations.

NS has argued that it should not be bound to its representations because the Board has not issued such orders before. But there was similar language used in the body of the UP/SP decision. Moreover, in its decision approving this Transaction, the Board's Order contained an express requirement in its ordering paragraphs that the applicants adhere to their representations in the ordering paragraphs of the Board's decision, and NS chose to consummate the transaction subject to that requirement.

NS has also argued that it should not be required to live up to its commitments because it claims that five of the Unions did not support the Application, and the two unions that did support the Application did not cite the representations about the Altoona shops as a basis for

their support.

Petitioners submit that NS' arguments based on traditional contract reliance principles does not advance its position, because Petitioners have not brought an action for enforcement of a contract. Rather, they have petitioned this agency for enforcement of its Order binding NS to its representations as part of its administrative responsibility for consolidations involving Class I carriers, and in connection with the agency's continuing oversight of implementation of the transaction. The Board's Order was issued as part of its general approval of the Conrail Transaction, and determinations relating to the general public interest and the interests of affected employees. Thus, the Unions are entitled to rely on the NS' representations regardless of whether there was some exchange of quid pro quo in connection with the commitments made by NS. As parties interested and affected by the Transaction the Conrail employees had a right to rely on the representations made by NS even if they gave NS nothing in return.

Moreover, the Unions as participants in the Conrail proceeding had a right to rely on NS' statements because its representations that would benefit, or reduce the impact on, Conrail employees meant that there were issues that the Unions did not have to address, arguments that they did not have to make, and conditions that they did not need to request. Indeed, the Board's decision binding NS to representations it made was part of its balancing of the interests of various parties in this proceeding. Furthermore, IBB and NCFO note that they withdrew from opposition to the Transaction and that NS' representations about the Altoona shops were a key consideration in each union's decision to withdraw from opposition to the Transaction. See Declaration of Alan Scheer (Petitioners' Ex. 33) and Second Declaration of George Francisco (Petitioners' Ex. 34). It must be recognized that Altoona shops were the largest shops on the

Conrail system and therefore the largest employers of shopcraft union workers on the Conrail system. Continued employment, and stability of employment at current work locations for workers represented by IBB and NCFO was necessarily a key consideration for those unions in deciding their positions on the Transaction, positions that might have been different had NS said that continuation of the Altoona shops would be at its sole discretion.

NS is also incorrect in stating (June 25 Filing at 17) that the Commonwealth of Pennsylvania did not base its support for the Conrail split-up transaction on NS' commitments to keep the Hollidaysburg shops open. As the Board correctly found in its show cause order (Decision No. 186, served May 21, 2001), Governor Ridge and the Commonwealth stated in PA-8 (filed October 21, 1998) that they supported the Control Application because of commitments including the commitments to keep open and expand the Hollidaysburg and Juniata shops:

Representatives of the Governor and the Pennsylvania Department of Transportation have had numerous meetings with the Applicants regarding the benefits of the transaction for Pennsylvania. During the course of these meetings and in their filing Applicants have made commitments regarding investments and other benefits to the Commonwealth. These include contributions to Pennsylvania's economic development efforts, important expansions of Conrail's Juniata locomotive repair shop and Hollidaysburg car repair shop near Altoona, construction, expansion or upgrading of several intermodal facilities, investment in an automotive loading and unloading facility in the Philadelphia area, establishment of a regional and divisional headquarters in Pittsburgh and a divisional headquarters and dispatching center in Harrisburg, several track relocation projects, and doublestack clearance projects. We expect the Applicants to adhere to all commitments made in the Control Application. For a partial list of these projects and facilities, see Attachment 1.

Attachment 1 to PA-8 again referred specifically to the shops:

Norfolk Southern Commitments:

* * *

Repair Facilities: Retool the Altoona plant for locomotive truck overhaul and intermediate wheel replacement (\$60 million retooling), expand Juniata locomotive shop (\$3 million) and invest in Hollidaysburg car repair shop (\$4 million capital improvement). Locomotive maintenance shops in Pittsburgh and Harrisburg will be consolidated in Pittsburgh, at the Conway Yard, with a capital investment of \$30 million.

The letter agreement referred to by NS (June 25 Filing at 17), which was filed with the Board on February 23, 1998 (PA-10), dealt with issues other than NS' commitments regarding the Hollidaysburg shops, which had already been amply stated by NS elsewhere. If NS felt that PA-8 was in error in reporting NS' commitment to the Shops, NS could certainly have alerted Pennsylvania and the Board and corrected the administrative record before the final order approving the transaction. Of course, NS did not do so.

D. NS Efforts to "Mitigate" Harm, and Other NS Activities in Pennsylvania, Do Not Relieve NS of its Commitments Relating to The HSC

NS also argues (June 25 Filing at 12) that it has attempted to "mitigate" the damage that closure of the shops would have on the Altoona area by trying (unsuccessfully) to sell the shops. It is certainly creative on NS' part to categorize these activities as "mitigation," but they are no different from what any other corporation would normally do when attempting to abandon and liquidate properties. NS also states that it has contributed \$50,000 towards initiation of an "opportunity marketing program for the I-99 Corridor," which includes Blair County and Altoona. This contribution hardly compensates for the closure of a facility with a payroll said by NS to total above \$20 million annually.³

³ See Verified Statement of Robert Belvin, Ex. 3 to NS's June 25, 2001 filing.

As for the ongoing efforts of the Altoona Blair County Development Corporation, and the designation of the shops complex under Pennsylvania's Keystone Opportunity Expansion Zone program, NS should not attempt to claim credit for programs funded by the taxpayers of the Commonwealth, who have already been forced to incur costs to undertake contingency planning for the redevelopment of the shops complex because of NS's repudiation of its commitments to keep the shops open.⁴ If NS were permitted to abandon the shops, and a new tenant were attracted to the site, the citizens of the Commonwealth would continue to foot the bill for the 10-year tax incentives offered under the KOEZ program. NS' attempt to spin the efforts of the ABCD Corporation and the Commonwealth -- as if to suggest that these constitute acquiescence in the closure of the shops -- only adds insult to injury. The Commonwealth and the locality have no choice, as a matter of prudence, but to plan for the contingency that the shops may close, while at the same time seeking to enforce the NS promises they relied on.

Finally, NS points to its efforts to "develop its system in Pennsylvania" as somehow justifying its renegeing on its promises regarding the Hollidaysburg car shops. NS June 25, 2001 filing at 14-15 For the most part, the bullet points listed by NS are simply fulfillments of some of the commitments made to the Commonwealth. In other cases, NS simply expended money in Pennsylvania as it saw fit to improve its own traffic and operations. Moreover, there are a number of additional commitments that NS has not yet fulfilled. For example, NS has deferred construction of the north Philadelphia Zoo Interlocking project, despite the fact that this junction has been identified as one of the biggest rail choke points in Pennsylvania.⁵ In addition, contrary

⁴ See attached verified statement of Richard Hudic regarding the ABCD and KOEZ efforts. Petitioners' Ex. 38.

⁵ I-95 Coalition, Mid-Atlantic Rail Corridor Study (in progress).

to the commitments in its letter agreement with the Commonwealth (filed in PA-10), NS has not coordinated its statewide economic development efforts in Pennsylvania with the Department of Community and Economic Development and the Governor's Action Team. NS has simply "done its own thing" without any consultation. NS is quick to take credit for keeping its commitments when fulfilling them has been consistent with its evolving business plans, and quick to disavow its commitments when they have turned out to be inconvenient or burdensome.⁶

II. NS' ASSERTIONS OF CHANGED CIRCUMSTANCES AND ALLEGED GOOD FAITH ARE IRRELEVANT, NOT SUPPORTED BY FACTS AND DO NOT JUSTIFY NS' REPUDIATION OF ITS COMMITMENTS

A. NS Has Not Acted In Good Faith With Respect To Its Commitments To Retain And Invest In The HCS

NS has said that its actions have been in good faith because conditions have supposedly changed, and because it retained the HCS for almost 2 years before deciding to close them. NS June 25 Filing at 5, 11-15. But it must be remembered that NS originally sought to close the HCS in November of 2000, a mere one and one-half years after the June 1, 1999 Split Date, and a mere eight months after NS says it returned to normal operations after its implementation troubles. Petitioners submit that this cannot possibly be viewed as a good faith effort to retain the HCS. To the extent NS claims that its actions are a result of lower levels of demand for transportation than it expected, it must be remembered that it was NS that made the projections of available business and then made commitments based on its own projections. It must also be remembered that NS drove business away because of its own failure in implementing the transaction. In that context, NS has no basis to claim that it has acted in good faith in deciding to

⁶ The current proceedings involve only the Hollidaysburg shops, and the Commonwealth does not seek at this time to enforce other commitments made by NS, but reserves the right to do so if it becomes clear that NS does not intend to fulfill them.

close the HCS based on assessments of its business after a mere eight months of normal operations to see whether NS' original confident projections were correct.

NS' lack of good faith is also shown by its failure to invest the \$4 million in the HCS that it said it would. That commitment was clear and unequivocal, but NS did not invest a dime. Perhaps insourcing possibilities would have been enhanced had the investment been made as promised. NS says no; but it has offered no explanation for that assertion. NS refusal to make this promised investment raises questions about whether NS ever intended to live up to its commitment at the HCS.

NS has asserted that it made a good faith effort to bring in new work and to retain shops but Petitioners have shown that NS turned away substantial amounts of work. *See* Lutton Declaration, Petitioners' Ex. 16 ¶¶4, 12. NS declarant David Veron has argued that Mr. Lutton was mistaken in his description of NS' rejection of work. But Mr. Lutton's assertions are fully supported in greater detail by the attached declaration of Joseph Letcher, who was a member of the insourcing committee for the HCS; Mr. Letcher also refutes the claims made by Mr. Veron. *See* Letcher Declaration, Petitioners' Ex 35. Among other things, Mr. Letcher states that "in year 2000 the shop insourced work on 1850 cars, nearly a 25% increase from the previous year, and the largest number of cars ever insourced at the shops in a given year. Moreover, these increasing projects brought in substantial profits for the shops". Letcher Declaration ¶7. He also states that a number of insourcing projects, including 1393, cars were already scheduled for the shops in 2000, but were held back in large part due manpower reductions at the HCS. Letcher Declaration ¶8. In paragraph 10 and Table 1 of his Declaration, Mr. Letcher refutes Mr. Veron's challenges to Mr. Lutton's statements about certain specific work that was scheduled for the HCS

in 2001 from Bombardier, Johnstown America, Greenbrier, First Union, the Department of Defense and the Finger Lakes Railroad totalling 3,470 cars that was turned away by NS. In paragraph 11 and Table 2 of his Declaration, Mr. Letcher refutes Mr. Veron's challenges to Mr. Luton's statements about certain specific work that was likely to be done at the HCS on 2,832 cars and 300 containers, including work for Greenbrier, GATX, Andersons, First Union, Guilford and Altoona P/S.

Similarly, NS' assertions that the HCS is at a competitive disadvantage for insourcing work due to its higher labor costs are disingenuous because the same disparity existed when NS represented that it would retain the HCS and pursue more insourcing work. This argument is contradicted by NS' own experience that it increased insourcing. NS' claims in this regard are also disingenuous because NS has failed to acknowledge that NS rejected possible agreement for lower wage rate for new hires at the HCS. Letcher Declaration ¶9.

NS has claimed that the closing of the HCS is because of the economics of the Shop and the softening of the economy. But as Petitioners have shown, utilization of the HCS is not substantially below the levels of utilization of the HCS in 1995, the base year used for NS' Operating Plan and when NS made its commitments. Furthermore, as is reiterated in more detail in Part V below, NS has voluntarily reduced utilization of the Shop through layoffs and deferral of maintenance on its own cars.

Since the actual utilization of the Shop is not significantly different from what it was when NS made its representations, it may be NS' announced refocusing of its business, and a desire to jettison assets is the true cause of the closing of the HCS.—this is no doubt in large part due to the huge debt that NS incurred in the Conrail Transaction. In its statements to shareholders

and to stock analysts, NS has described an overall refocusing on the supposed "core business" of transportation. See Goode statement to shareholders, Goode statement to Merrill Lynch; Petitioners' Ex. 36. It seems that the new focus on what NS describes as "core business" is inconsistent with retention of shop with heavy load of insourcing work from others. Indeed, NS has actually related the closing of the HCS to this new focus. *Id.* But NS committed to the Shop and specifically to continued insourcing with full knowledge of the economics of Shop when it made the commitments. NS cannot break that commitment because of a sudden desire to change direction, nor because the economy has reverted to modest growth following a record period of expansion.

B. NS' Dealings With Its Employees Have Been In Bad Faith

NS claims to have made good faith efforts with employees by making offers for them to transfer to other NS facilities, but its actual position is confusing, conditional and in bad faith. For example, NS keeps saying that "*each and every Hollidaysburg agreement employee will have the opportunity for continued NS employment*". NS June 25 Filing at 15, emphasis in original. However, Petitioners have shown that although there are over 300 employees currently working at the HCS, and NSR's notices to the Unions identified only 156 jobs that would be available at locations where NSR would transfer work. Moreover there were 481 employees at the HCS in 1998 and 451 in early 2000; all of these employees were working when NS said it would retain the HCS at work levels consistent with Conrail work levels, but NS does not even purport to have addressed the losses of employment beyond the individuals currently at the Shop. See Joint Response to Unions and Pennsylvania to NS reply to joint petition at 18 and Second Lutton Declaration. The Unions have also shown that NSR did not, and still has not identified the

work that supposedly will be transferred, the quantity of the work that may be available at those locations, or the potential time period that additional work will be available at those locations. *Id.* and NSR correspondence answering questions of TWU, BRC and NCFO- (Petitioners Ex 27, answers to BRC questions nos. 2, 3, 4, 6, 7 and 8; and Petitioners' Ex. 28, answers to questions nos. 5, 11, 12, and 13). Petitioners noted that since a large amount of the work at the HCS since Day One has been insourced work, and NSR says that there will be no insourced work at the transferee shops (Petitioners' Ex. 27, answer to BRC question no. 8), the workers at the HCS have reason to be concerned that there really is no work for them at the new locations, or that such work will not last long.

Along with this reply, the Petitioners have submitted declarations of 205 HCS employees who have expressed their concerns about NS' purported offers of work at other locations because of NS' general lack of credibility when it comes to the HCS, the lack of information about the work supposedly being transferred, and NS' assertions that there will be more cost cutting. Indeed, they question why they should move when there may be additional furloughs at the new locations. See Volume of employee statements, Petitioners' Ex. 32.⁷

⁷ In their declarations, these employees state that they read or were made aware of NS newspaper advertisements addressed to Conrail employees as "stakeholders", and Norfolk Southern press releases, in which NS committed to the continued operation of both Hollidaysburg and Juniata shops, so they were confident of continued employment in Altoona, Pennsylvania, with Norfolk for years to come. These employees also state that they attended the "Day One" celebration at Altoona where NS CEO Goode, spoke to the Altoona workers and acknowledged and reaffirmed the commitments NS made to the shops in Altoona. The employees also state that they had not been told what work NS supposedly plans to transfer to other locations and that they had concerns about whether NS would actually pay protective benefits given the experiences of co-workers who were adversely affected by the Conrail Transaction but were denied protective benefits. These workers also expressed their fears about breaking their ties to the Altoona area and uprooting their families to move to new locations,

In Petitioners response to NS' reply to the Joint Petition, the Unions asserted that these circumstances just outlined give them reason to believe that even the offers of work that NS has made are not legitimate or realistic in the long term, and that they are really just a device to reduce NSR's employee protection obligations in the hope that furloughed employees decline transfer out of fear that they will move and the work will not last. In its reply to Decision No. 186, NS did not even attempt to answer the Unions' assertions or support its own claim that there would be continued NS employment for each and every Hollidaysburg agreement employee. NS' simple repetition of its self-serving, but unsubstantiated claim, in the face of clear contradictory evidence further demonstrates NS' bad faith in its dealings with its employees with respect to this matter.

If NS was acting in good fath generally in this matter it would not now be trying to close the Shop. Furthermore if NS truly attempting to make a good faith effort to mitigate the impact of its action on the HCS employees it would at least say that 1) all HCS employees as of Day One who have not resigned or retired are covered by the *New York Dock* employee protective conditions in connection with the closing of the HCS and transfer of HCS work to other locations; 2) that all those employees for whom there is no job will be protected for up to six years, and NS will not assert that their furloughs were caused by other factors; and 3) for those who transfer, if they are furloughed at a new location, or if less senior employees at a transfer location are furloughed, they will be protected for up to six years and NS will not assert that the

when NS has not identified any of the work being transferred and NS has announced that there will be more cost cutting measures. They are concerned that there may not be work available at the locations NS has identified or that new jobs may be eliminated in the in the near future, especially given NS' plans for more cost-cutting. See Petitioners' Ex. 32.

New York Dock benefits are unavailable because the furloughs are due to other causes. NS has not made any such offer.⁸

III. ENFORCEMENT OF NS' COMMITMENT REGARDING THE HCS IS NOT A MATTER FOR A *NEW YORK DOCK* ARBITRATOR TO DECIDE, AND AN ORDER BLOCKING NS FROM REPUDIATING ITS COMMITMENTS WILL NOT UNDERMINE THE *NEW YORK DOCK* CONDITIONS

NS has asked the Board to refrain from acting to enforce its Order binding NS to its representations regarding the HCS because NS contends that all disputes between it and its employees regarding the Conrail Transaction must be handled under the *New York Dock* conditions in arbitration. NS June 25 Filing at 30-32. However, a *New York Dock* arbitrator would have no authority to order NS to comply with its commitments or to enforce the STB's Order binding NS to its representations--only the STB has such authority. Moreover, a *New York Dock* proceeding could not possibly address the claim of the Commonwealth of Pennsylvania.

The fact that the *New York Dock* process exists as a mechanism for ameliorating adverse effects of transactions on employees, and to resolve certain disputes relating to implementation of transaction related changes involving reassignments of employees does not mean that all disputes between carriers and employees about a merger/control transaction must be arbitrated. And the fact that the conditions provide for arrangements for employee transfers and transfers of seniority does not mean that those arrangements deal with the issue of whether the transfer action

⁸ NS has said that it has already negotiated automatic *New York Dock* certification for transferring employees in three organizations, and that it would discuss such arrangements with other organizations. NS June 25 Filing at 15. But NS has never agreed that employees who were unable to obtain jobs at other locations (over half the current work force) would receive benefits, it has not addressed the fact that many employees may choose not to transfer for the reasons described above, but clearly would be adversely affected by a closing of the HCS and it has never stated that it would not assert that subsequent furloughs at transfer locations were caused by factors other than the Conrail transaction or the HCS closing, so affected employees would not be entitled to benefits.

can take place in the first instance--the conditions apply only once it is clear that the carrier can take the action that gives rise to adverse effects on employees. NS argues that some 1000 employees have transferred to other locations pursuant to *New York Dock* procedures, but those were legitimate transfers based on permissible changes by NS; here the question is whether the planned closing and transfers are legitimate. NS' position that the *New York Dock* process controls here assumes that the closing of the HCS is permissible, but that is the very question posed by this petition. For the same reason, NS has no basis for arguing that the original implementing agreements are controlling and preclusive here, since NS is now attempting to repudiate a key commitment that it made with respect to the Shopcraft employees.

And again, it must be recognized that a *New York Dock* proceeding could not possibly address the petition of the Commonwealth of Pennsylvania for enforcement of NS' commitments.

NS has also attacked the Unions' alternative request that if the Board if the Board does not direct NS to retain, continue to operate and invest in the HCS as NS committed it would, then the Board should hold that NS may be relieved of its commitments only on the condition that all employees at the HCS are deemed dismissed employees, with no obligation to accept transfer to NSR's other shops in order to retain the right to dismissal benefits. NS argues that such an order would exceed the *New York Dock* conditions. NS June 25 Filing at 31. But the *New York Dock* conditions provide for appropriate arrangements for implementation of changes affecting employees pursuant to a statutory mandate for fair arrangements for protection of employees. The Unions submit that the alternative relief they have requested would certainly be appropriate under the conditions, and the least the Board could do to insure fair arrangements to protect the HCS

workers in this case, if the Board does not enforce its order by requiring NS to retain the Shop.

The Unions further submit that the alternative relief requested would be proper even if it went beyond what is normally provided under *New York Dock* since the request is in response to NS' repudiation of its representations on which approval of the Conrail Transaction was based; the decision to which the *New York Dock* conditions were attached. Thus, this request does not deal with an ordinary implementation issue. Accordingly the fact that a similar sort of order was denied to the TCU in the decision approving the Conrail Transaction is irrelevant since TCU's request was not based on any actual bad faith or repudiation by the applicants. Here, the alternative request is responsive to NS' lack of credibility given its attempted breach of its *New York Dock* commitments, NS' repeated failure to explain what work is supposedly being transferred and its assertions that further job cuts are planned. The whole point of this request is that if NS is to be relieved of its obligations based on its claims of changed circumstances and necessity, that should not be at the expense of the employees who were told their jobs at the HCS were secure; in such circumstances the alternative relief requested would be appropriate even if it was beyond what the *New York Dock* conditions normally provide

V. EVEN IF CHANGED CIRCUMSTANCES WERE RELEVANT HERE, NS HAS FAILED TO DEMONSTRATE THAT CIRCUMSTANCES REGARDING THE HCS HAVE CHANGED SUCH THAT IT WOULD HAVE A VALID REASON FOR SEEKING TO CLOSE THE HCS DESPITE ITS COMMITMENTS TO RETAIN AND INVEST IN THE SHOP

NS' supposed rationale for its actions has been that it claims that the Conrail Transaction has not worked-out as it anticipated and specifically that circumstances have changed regarding the HCS. NS June 25 Filing at 5-11. Petitioners doubt that this is the true rationale because the workload at the HCS has been at similar levels to the levels when the commitment was made and

because Mr. Goode has told the NS shareholders and investors that the action was really about re-focusing on its supposed core business. Petitioners also submit that NS has not shown that there have been significantly changed circumstances at the Shop.

NS has admitted that the HCS has actually done more insourcing work than when Conrail owned the Shop. This is clearly shown by the attached Declaration of Mr. Letcher. Petitioners Ex. 35. Petitioners therefore submit that NS cannot possibly say that the level of insourcing has been inadequate. Indeed, in its application, NS said it hoped to increase the insourcing and that this would be an additional benefit, not that increased insourcing was necessary for retention of the HCS. Moreover, Mr. Letcher's declaration demonstrates that additional insourcing work was available and would continue to be available.

More importantly, Petitioners showed in their response to NS' reply to the Joint Petition that recent utilization of the HCS is at a level similar to the utilization of the Shop when NS made its commitment. The "Record of Production" chart that is attached to the Second Lutton Declaration (Petitioners' Ex. 29) at Ex. H shows that in 1995, the base year for the financial projections for the Application, the HCS worked on 4667 cars whereas the total number of cars worked at the HCS in 1999 was 4138 and the total for 2000 (after the furloughs in March of 2000) was 3583. The Record of Production chart also shows that the HCS worked on 6398 cars in 1997 and 5456 cars in 1998. Petitioners argued that although these records show a reduction in work done at the HCS, that reduction is not remotely as dramatic as NS has suggested, especially in view of the cost cutting furloughs by NSR because of its transaction implementation problems that reduced the HCS work force from 451 to 330 employees.

Petitioners also showed that there was actually more work to be done in 2000 that was

not done because it appears that NSR has deferred necessary maintenance work, as is indicated by the doubling of equipment rejects when the First Quarter of 2001 is compared with the First Quarter of 2000. Second Lutton Declaration ¶5 and Second Lutton Declaration Ex. I.

NS has not responded at all to these facts—it chose not to respond in reply, and made no reference at all to these facts in its response to the Board's show cause order. Thus, even if one accepts NS' assertions of losses at the HCS, an assertion Petitioners do not accept based on NS' evidence, if NS is losing money now under the accounting assumptions on which it relies, then the HCS was losing money at time NS made its commitments, so it cannot now say that needs relief from those commitments based on changed circumstances.

Petitioners have also shown that the current general economic conditions also do not justify NS' action. Again, it must be remembered that NS initially tried to close the HCS in November of 2000 before the economy had slowed down significantly. Petitioners have observed that the economy is not in a recession, but rather that there has just been a slowdown in growth. NS has also failed respond to these facts. NS never stated that its commitments were predicated on continued extreme economic growth; if that was so, then NS made material misrepresentation in its Application.

Moreover, NS acts as if it actually proved that it was losing \$7 million a year at the HCS, when all it did was supply a single piece of paper with no back-up, that NS claims is self-explanatory but is not. *See Belvin Statement and attachment.* Indeed the calculation supplied by NS contains numerous classifications of losses that are unexplained and earnings that are discounted.⁹ Additionally, NS acknowledges that it made a profit on insourcing (indeed its own

⁹For example, NS has deducted \$7, 613,497 from its earnings on insourcing for labor and other costs, but NS has also cited \$4,144,472 as labor costs attributable to insourcing, NS appears

document, Petitioners' Ex. 37, shows that profit is built in to each bid) and since more than half of the work at the HCS was insourced work it is not at all apparent how NS could "lose" so many millions on doing work on its own cars at the HCS when work on NS cars was less than half the work at the Shop. Moreover, the work NS does on its own cars is work that it has to do as part of its business and that it will have to do somewhere else at the same rates of pay and under the same rules. If the supposed losses are derived from the fact that NS is not using all of the HCS, it knew that would be the case when it acquired the HCS.

Petitioners are not in a position to provide a counter-statement of NS' gains and losses, but they submit that as the proponent of the theory that the HCS is sustaining large losses, as the party in possession of the relevant records, and as the party with the burden of showing why it should be allowed to close the HCS notwithstanding its contrary commitments, NS had to do more than make conclusory assertions of losses without providing any meaningful explanation of its claims and appropriate back up for its calculations.

Furthermore, Petitioners again note that given the historic levels of production at the HCS, if NS' accounting shows a large loss based on the amount of work done in 2000, then application of the same accounting assumptions would necessarily show significant losses at the HCS when NS made its commitments to retain and invest in the Shop. In short, the record does not actually support a finding that NS is indeed sustaining the losses it claims at the HCS; it certainly does not support a finding that there have been significantly changed circumstances

to have counted labor costs for insourcing twice. And NS has identified a cost of \$2,474,963 for labor for "freight car repairs", but then it also identified a labor cost of \$1,890,163 for capital programs, \$3,431,020 for shop labor expenses, and another \$3,321,660 for "all other labor". Since NS already accounted for insourcing labor costs and shop labor expenses, it is not clear what the separate labor costs are for freight car repairs, capital programs and all other labor; nor is it clear what is included in all other labor at \$3,321,660.

with respect to finances at the HCS since NS committed to retain the Shop.

Petitioners emphasize that their Petition does not depend on disproving NS' accounting; they submit that assertions of changed circumstances are insufficient for NS to escape the commitments to which it was bound, but NS' inability to produce adequate evidence and carry its burden as to its basic justification for its plan makes its defense of actions that much weaker.

Nor does the evidence cited by NS about layoffs at non-railroad car shops suggest that NS' closing of the HCS would be reasonable if it was permissible. According to NS, there have been layoffs at some of the non-railroad shops, but NS is planning a total closing of the HCS. after it has already engaged in substantial layoffs at the Shop. As Petitioners have shown, NS has reduced the work force at the HCS from 451 on Day One to 330 current employees, about a one-third reduction in force. Petitioners did not come to this Board for enforcement of its Order when those layoffs occurred, but they have sought enforcement now that NS plans to permanently close the facility.¹⁰

Accordingly, NS' reliance on national trends on rail car ownership and layoffs at non-rail shops does not even show circumstances that would support closing of the HCS even if that was permissible.

**VI. AN ORDER BINDING NS' TO ITS COMMITMENT REGARDING THE HCS
WOULD BE AN ENTIRELY APPROPRIATE EXERCISE OF AUTHORITY OF THE**

¹⁰ NS has also argued that circumstances have changed because there is a recent trend of railroads owning a smaller proportion of the Nation's rail cars and shippers owning a larger proportion of the total cars. June 25 Filing at 9-10. However, even if this current trend holds, it is not clear how this affects the HCS because, if shippers are owning a greater percentage of rail cars that would seem to militate in favor retention of the HCS because of its insourcing capabilities. Surely all those shippers are not building car shops to inspect, maintain, repair and modify their own cars. Unlike other railroad car shops, given its available capacity, expertise and marketing experience, the HCS is well situated to take advantage of this trend if it continues. Thus, this aspect of NS' changed circumstances argument actually undercuts its position.

BOARD THAT WOULD NOT CONFLICT WITH PRIOR DECISIONS

A. Enforcement Of The Board's Order Binding NS' To Its Representations Would Be A Proper Action By The Board

NS has argued that an Order requiring it to retain Shop as is contemplated in Decision No. 186 would be improper micro-management of NS by STB and interference with the management of its business. NS June 25 Filing at 32-35. This contention is not only inherently specious, it also ignores NS' heavy use of orders of this agency in its own dealings with other parties, thereby using government involvement in the industry to its own advantage.

Petitioners note that issuance of an Order requiring NS to retain the HCS at at least its present capacity for significant period of time beyond September 1, 2001 would merely enforce the part of the Board's Order in Decision No. 89 that bound NS to its own representations. NS was fully aware of that Order and also knew it was subject to five years of oversight. NS did not seek to amend or clarify Decision No. 89 in that regard; nor did it appeal that Order. Instead NS consummated the Transaction subject to the terms of that Order and all of its conditions, including the express order binding it to its representations. NS simply has no valid complaint about the Board actually ensuring compliance with its Order and performing an oversight function as it said it would.

Indeed, as is noted above, NS' position shows a fundamental disrespect for STB and its role in approving major consolidations based on public interest findings. According to NS, the Board should have no role with respect to a transaction that it approves, even when interested parties assert rights and interests are predicated on, and are fully consistent with, representations and commitments made by the applicant in seeking Board approval. In essence, NS asks the Board to be involved in NS' affairs to the extent that it provides governmental sanction of

whatever NS wants to do in implementing a transaction, but NS bristles at the agency holding NS responsible for the representations and commitments it makes in obtaining Board approval.

NS' unbalanced view of the role of the Board with respect to the rights and obligations of the applicants versus other parties is thus internally inconsistent and self-serving. More importantly, it is fundamentally incorrect, particularly when the Board acts to enforce an element of its Order approving the transaction that bound NS to its representations to other parties and the public, and NS consummated under the terms of that Order and did not seek its modification.

Petitioners further submit that the Board should not be deterred by NS' scare argument that it (and CSX) will be "lost at sea" and subject to an unfair regime because enforcement of the Board's Order binding NS to its representations in this case will mean that NS will not know what it can, and cannot, do. Petitioners do not seek an enforcement order about a stray remark in the Operating Plan, or about a vague general projection like "transit times will be reduced" or "business will be attracted to" a particular port or terminal. Rather, Petitioners seek enforcement of very specific representations made about a particular facility that were central to NS' effort to gain support for its transaction.

B. Enforcement Of The Board's Order Would Not Constitute Improper Government Intervention In The Railroad Industry

NS wants it both ways. It wants the benefits of Board merger review under a broad public interest test which does not subject merging carriers to the type of anti-trust review required in other industries. It favors that process even though it requires merger applicants to build broad public support for planned transactions, and even though obtaining that support sometimes requires making commitments to the Board and interested parties regarding post-merger actions. But, having made such commitments, NS now views enforcing those commitments as meddling

and intervention.

NS' assertion that it should be free to walk away from the commitments it made because enforcement of the order binding it to its representations would impose restrictions on NS that are not imposed on other businesses is particularly galling to rail labor. Rail workers have often been the victims of the governmentally sanctioned "cramdown" authority exercised by carriers, including NS. Under the guise of government sanction, NS has effected the taking of employee rights, not only in pay and benefits but also in work rules and it did so at the HCS and the Juniata Shop even though NS acquired these shops whole as stand alone facilities as they were when they were owned by Conrail. The railroads have espoused arguments that union agreements must give way in order for the railroads to gain efficiencies that supposedly would ultimately benefit the public--this is a highly regulatory regime when it comes to dealings between rail management and rail labor.

It is therefore disingenuous for NS to complain that an order enforcing the requirement that it comply with the representations it made in obtaining approval of the Conrail Transaction would be inconsistent with common notions about the ability of businesses generally to make entrepreneurial decisions and react to changed circumstances. NS simply has no right whatsoever to now complain that the government would be interfering in its affairs if the Board enforces its Order binding NS to its representations.

**C. Enforcement Of The Board's Order Binding NS' To Its Representations
Would Not Be Inconsistent With Prior Agency Precedent**

NS has again argued that enforcement of Decision No. 89 would be inconsistent with several prior STB decisions. June 25 filing at 37-39. In their response to NS' reply to their Joint Petition, the Petitioners showed that NS' reliance on those decisions is unavailing. NS has said

nothing new about those decisions, nor has it countered the Petitioners' showing that those cases are readily distinguishable from this case. Petitioners will not repeat what they said but will only highlight several points.

The Board's oversight decision relating to the Donner Pass improvements in the Union Pacific-Southern Pacific transaction is distinguishable. The issue arose there in the context of routine oversight not a petition for enforcement. Additionally, the facts regarding the representation there were nothing like the facts in this case. Among other differences, the Board there found that UP was on target in making projected investments to improve SP lines of which the Donner Pass line was one (F.D. 32760 Sub No. 21, Decision No. 16). Here, NS has expressly repudiated its commitment to the HCS rather than merely delaying the carrying-out an investment. Moreover, at issue here is a highly visible, central specific commitment that was repeatedly made in order to secure public support for the Conrail Transaction.

The prior orders concerning the Conrail transaction that were cited by NS are also distinguishable both on their facts, and the Board's reasoning. For example, the State of Maryland did not claim that NS had repudiated commitments, only that NS had not yet acted on certain things that were set forth in the Operating Plan, and in Oversight Decision No. 5, the Board noted that Maryland expected the items referenced in Maryland's agreement with CSX and NS would be implemented as agreed, and that the Board would monitor the implementation of the Transaction for five years and would "order remedial action as appropriate", and that statements in the Operating Plan did not provide a basis "in and of themselves for relief at this time". Oversight Decision at 24. Here Petitioners do assert that NS will not do what it committed it would do, NS admits that it is refusing to comply with its commitments and the Board can not

defer a decision and engage in further review of this problem in this case because the repudiation is imminent, so the time for relief in this case is now.

The situation of the Erie-Niagra Rail Steering Committee ("ENRSC") for an order directing NS to invest \$6 million in the Buffalo area to mitigate congestion there because NSR did not build two track connections is also distinguishable from this case. NS did not simply refuse to make the investment in Buffalo, but rather stated that it was not technically feasible to build the connections; and ENRSC did not ask that NS be required to build those connection but that NS spend the same money elsewhere in Buffalo to relieve congestion. It was that request for a new and different investment that the Board viewed as unprecedented, not a request that NS be bound to what it had actually committed-to. By contrast, here the Unions and the Commonwealth ask only that NS be ordered to do only what it committed to do.

D. Enforcement Of The Board's Order Binding NS' To Its Representations Would Not Constitute Improper Board Micro-management Of Railroad Operations, Nor Would The Board Be Required To Make Other Operational Decisions

NS is simply wrong in complaining that an order as contemplated in Decision No. 186 would mean that the Board will have to be involved in day-to-day management of the railroad. Instead, the Board would only be requiring NS to conform to its representations, to do what it said it would do. While applicants should not be required to guarantee the fulfillment of every projection in an operating plan, when promises are made, rather than projections, they should be enforced.

Nor is there any validity to NS' assertion that an Order requiring retention of the HCS would have bad policy implications because it would restrict NS' flexibility or limit NS' management discretion as to the HCS. It was NS itself that restricted its flexibility and discretion

when it committed to retaining the HCS in order to get approval of the Conrail Transaction. NS is the one who sought approval of the Conrail Transaction and provided an operating plan and made statements to which it would be bound; it cannot now complain when it is actually required to do what said would do. Certainly, given the order binding it to its representations and the five years of oversight by the Board, NS knew or should have known that its flexibility would be limited in accordance with its representations at least for that period.

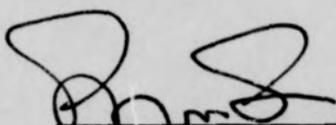
NS has complained that an order requiring it to retain the HCS would mean NS would be forced to keep a facility where it is losing money. Even if that is true, which Petitioners do not concede, that is part of the risk assumed by NS when filed its application, made representations and commitments about the HCS with full knowledge of its recent levels of production, and went forward with the Transaction. Again, it is in the nature of promises that they are sometimes harder to keep than to make. Sometimes a party benefits more than expected, sometimes the benefit is less than expected and sometimes benefits come but not as quickly hoped or in the form anticipated; but a commitment is still a commitment.

A directive enforcing the Board's order binding NS to its representations is thus neither revolutionary nor improper governmental involvement in NS' business, rather it is a simple and proper performance of a administrative function by the Board in discharging its responsibilities under the Act and in accordance with its own prior Order.

CONCLUSION

For the foregoing reasons, and the reasons stated in Petitioners' prior filings, Petitioners respectfully submit that the Board should order NS to retain the HCS at at least its present capacity for significant period of time beyond September 1, 2001 as is contemplated in Decision No. 186. They further submit that the period of time should be at least five years (running from the time that NS returned to normal operations), and that NS should be required to file a petition at the end of that period of time seeking affirmative relief from its commitments.

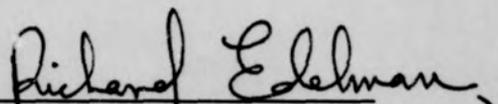
Respectfully submitted,



Scott N. Stone
Patton Boggs, LLP
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Counsel for the Commonwealth of
Pennsylvania

July 16, 2001



Richard S. Edelman
O'DONNELL, SCHWARTZ (M.Z.)
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202-898-1824

Counsel for the Unions

202880

BEFORE THE
SURFACE TRANSPORTATION BOARD

Finance Docket No. 33388



CSX Corporation et al., Norfolk Southern Corp. et al.--Control and Operating
Leases/Agreements--Conrail Inc. and Consolidated Rail Corp.

JOINT PETITION OF VARIOUS UNIONS
AND THE COMMONWEALTH OF PENNSYLVANIA
FOR ENFORCEMENT OF ORDER, OR ALTERNATIVELY TO REOPEN FOR ORDER
DIRECTING COMPLIANCE WITH COMMITMENTS,
OR ALTERNATIVELY FOR RELIEF NOT OTHERWISE PROVIDED-FOR

JOINT PETITIONERS' EXHIBIT 32
STATEMENTS OF HOLLIDAYSBURG CAR SHOP EMPLOYEES

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Counsel for the Unions

July 16, 2001

DECLARATION OF MICHAEL T. ADAMS

1. My name is Michael T. Adams. I am a Carman employed by Norfolk Southern in Altoona, Pennsylvania. I am a former employee of Consolidated Rail Corporation and was employed in Altoona during the years leading up to Norfolk Southern's acquisition of the Altoona shops (Hollidaysburg / Juniata) and split date, June 1, 1999.
2. As an employee of Conrail, subsequent to the announced merger of CSX and Conrail in 1996, and then the announced agreement between CSX and NS to acquire and divide Conrail's assets I had reason to be seriously concerned about my employment as a result of these proposed mergers. This concern resulted in my paying very close attention to what Norfolk Southern was saying with regard to the future of the shops in Altoona.
3. From October 1996, when the first merger between Conrail and CSX was announced through June 1, 1999, split date of the CSX/NS acquisition and division of Conrail, I personally read or was made aware of continuing commitments being made by Norfolk Southern with respect to the future of the shops in Altoona. I also read or was made aware of news paper advertisements taken out by NS, addressed to myself as a " stakeholder ", committing to the continued operation of both Hollidaysburg and Juniata shops, and the promotion of employment at these shops. In addition to numerous news articles and Norfolk Southern press releases, as time progressed towards the ultimate approval of the " Conrail Transaction " and then the actual takeover in June 1999, based on repeated news and other reports of commitments being made by Norfolk Southern with respect to the shops in Altoona, I had reason to be confident that my employment in Altoona, Pennsylvania, with Norfolk Southern was secure for years to come. In fact, based on Norfolk Southern's repeated commitments, I had reason to be confident that the work at the Altoona shops was going to grow, as well as employment levels. Based on what Norfolk Southern was telling everyone concerned, which was widespread public knowledge, I was quite confident concerning my employment.
4. Further, Norfolk Southern CEO David Goode, in a speech to us workers at Juniata Locomotive shop on June 01, 1999, acknowledged and reaffirmed the commitments NS made to the shops in Altoona, this time subsequent to the merger being approved, once again providing reassurances concerning employment for years to come.

5. Unfortunately however, this has changed with Norfolk Southern's announced plans to close the shops. Since Norfolk Southern's announced closing of Hollidaysburg, obviously I have had cause to closely follow all that has happened. In doing so, there are at least two things which stand out based on my knowledge of Norfolk Southern's commitments to continue operations at the shops in Altoona.

(a) That Norfolk Southern's planned closing of Hollidaysburg Car Shop completely contradicts repeated, firm commitments to continue operations at Hollidaysburg Car Shop, and (b) That Norfolk Southern is now attempting to assert that they merely stated aspirations, expectations or beliefs concerning the shops, which is completely false. To the contrary, as employees, we were repeatedly assured via the news, advertisements run by NS, NS publications, and the operating plan that NS made an unconditional commitment to continue operation of the shops and promote employment at the shops. In fact, throughout this process NS officials made frequent visits to the shops, holding meetings with the workers, again, during which time they repeatedly told employees of the commitment NS made to the shops, and that we, as workers had no reason to be concerned.

In view of Norfolk Southern's obvious attempts to renege on the clear promises they made to the workers at Hollidaysburg, I have now lost all trust in Norfolk Southern.

6. Also, with respect to what work is allegedly being transferred to other locations, I am not aware of any such work which is being transferred, and to my knowledge Norfolk Southern has not advised anyone of specifically what work is actually being transferred.

7. With regard to protective benefits, again, I have no reason to believe that Norfolk Southern is going to provide protective benefits. Beyond having no reason to trust Norfolk Southern, as it is obvious they cannot be trusted, with respect to protective benefits, I have become aware of numerous co-workers who have been adversely affected by the Conrail Transaction who were denied protective benefits. As workers, our experience and understanding since implementation of this transaction is that Norfolk Southern does everything they possibly can to avoid the payment of protective benefits.

8. Finally, my reservations concerning the integrity, or lack thereof, of anything Norfolk Southern officials state is based on the obvious and outright lies stated by Norfolk Southern to gain approval of the Conrail Transaction.

9. In addition, especially when considering that NS has not identified any of the work they are allegedly transferring, along with their increasingly aggressive cost cutting measures which have been announced publicly in various forums where it appears they are cutting as many employees as possible, I have serious concerns that there will be no work available for me at the locations NS identifies. Further, I am seriously concerned that even if jobs may be available initially, as alleged by NS, they may very well be eliminated in the in the near future, especially when considering NS' actions in reducing employees.

10. I am currently 48 years old and have worked here at the shops in Altoona since 1972. I have deep family and other ties here in the Altoona area and fear uprooting these ties and disrupting my family, only to be told in a short period of time by Norfolk Southern, who obviously cannot be trusted, that again there is no work at a location that I may have the opportunity to transfer to.

Verification

I, Michael T. Adams, verify that under penalty of perjury that I am a Carman employed by Norfolk Southern in Altoona, Pennsylvania, that I have read the foregoing document and its contents, and that the same is true and correct to the best of my knowledge and belief.

Executed on July 9, 2001

Michael T Adams
Michael T. Adams

DECLARATION OF WILLIAM P. BENSON

1. My name is William P. Benson. I am a Carman employed by Norfolk Southern in Altoona, Pennsylvania. I am a former employee of Consolidated Rail Corporation and was employed in Altoona during the years leading up to Norfolk Southern's acquisition of the Altoona shops (Hollidaysburg / Juniata) and split date, June 1, 1999.
2. As an employee of Conrail, subsequent to the announced merger of CSX and Conrail in 1996, and then the announced agreement between CSX and NS to acquire and divide Conrail's assets I had reason to be seriously concerned about my employment as a result of these proposed mergers. This concern resulted in my paying very close attention to what Norfolk Southern was saying with regard to the future of the shops in Altoona.
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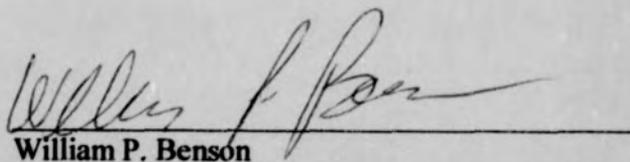
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10. I am currently 49 years old and have worked here at the shops in Altoona since 1973. I have deep family and other ties here in the Altoona area and fear uprooting these ties and disrupting my family, only to be told in a short period of time by Norfolk Southern, who obviously cannot be trusted, that again there is no work at a location that I may have the opportunity to transfer to.

Verification

I, William P. Benson., verify that under penalty of perjury that I am a Carman employed by Norfolk Southern in Altoona, Pennsylvania, that I have read the foregoing document and its contents, and that the same is true and correct to the best of my knowledge and belief.

Executed on July 9, 2001


William P. Benson

DECLARATION OF WILBUR L. BOGGS

1. My name is Wilbur L. Boggs. I am a Carman employed by Norfolk Southern in Altoona, Pennsylvania. I am a former employee of Consolidated Rail Corporation and was employed in Altoona during the years leading up to Norfolk Southern's acquisition of the Altoona shops (Hollidaysburg / Juniata) and split date, June 1, 1999.
2. As an employee of Conrail, subsequent to the announced merger of CSX and Conrail in 1996, and then the announced agreement between CSX and NS to acquire and divide Conrail's assets I had reason to be seriously concerned about my employment as a result of these proposed mergers. This concern resulted in my paying very close attention to what Norfolk Southern was saying with regard to the future of the shops in Altoona.
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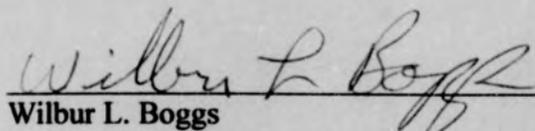
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10. I am currently 46 years old and have worked here at the shops in Altoona since 1974. I have deep family and other ties here in the Altoona area and fear uprooting these ties and disrupting my family, only to be told in a short period of time by Norfolk Southern, who obviously cannot be trusted, that again there is no work at a location that I may have the opportunity to transfer to.

Verification

I, Wilbur L. Boggs, verify that under penalty of perjury that I am a Carman employed by Norfolk Southern in Altoona, Pennsylvania, that I have read the foregoing document and its contents, and that the same is true and correct to the best of my knowledge and belief.

Executed on July 9, 2001



Wilbur L. Boggs

DECLARATION OF CHARLES L. CAMPBELL

1. My name is Charles L. Campbell. I am a Carman employed by Norfolk Southern in Altoona, Pennsylvania. I am a former employee of Consolidated Rail Corporation and was employed in Altoona during the years leading up to Norfolk Southern's acquisition of the Altoona shops (Hollidaysburg / Juniata) and split date, June 1, 1999.
2. As an employee of Conrail, subsequent to the announced merger of CSX and Conrail in 1996, and then the announced agreement between CSX and NS to acquire and divide Conrail's assets I had reason to be seriously concerned about my employment as a result of these proposed mergers. This concern resulted in my paying very close attention to what Norfolk Southern was saying with regard to the future of the shops in Altoona.
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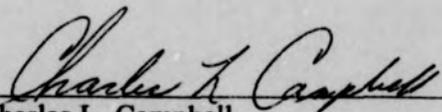
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10. I am currently 47 years old and have worked here at the shops in Altoona since 1974. I have deep family and other ties here in the Altoona area and fear uprooting these ties and disrupting my family, only to be told in a short period of time by Norfolk Southern, who obviously cannot be trusted, that again there is no work at a location that I may have the opportunity to transfer to.

Verification

I, Charles L. Campbell, verify that under penalty of perjury that I am a Carman employed by Norfolk Southern in Altoona, Pennsylvania, that I have read the foregoing document and its contents, and that the same is true and correct to the best of my knowledge and belief.

Executed on July 10, 2001



Charles L. Campbell

DECLARATION OF Kenneth R. McBurney

1. My name is Kenneth R. McBurney. I am a Carman employed by Norfolk Southern in Altoona, Pennsylvania. I am a former employee of Consolidated Rail Corporation and was employed in Altoona during the years leading up to Norfolk Southern's acquisition of the Altoona shops (Hollidaysburg /Juniata) and split date, June 1, 1999.

2. As an employee of Conrail, subsequent to the announced merger of CSX and Conrail in 1996, and then the announced agreement between CSX and NS to acquire and divide Conrail's assets I had reason to be seriously concerned about my employment as a result of these proposed mergers. This concern resulted in my paying very close attention to what Norfolk Southern was saying with regard to the future of the shops in Altoona.

3. From October 1996, when the first merger between Conrail and CSX was announced through June 1, 1999, split date of the CSX/NS acquisition and division of Conrail, I personally read or was made aware of continuing commitments being made by Norfolk Southern with respect to the future of the shops in Altoona. I also read or was made aware of news paper advertisements taken out by NS, addressed to myself as a " stakeholder ", committing to the continued operation of both Hollidaysburg and Juniata shops, and the promotion of employment at these shops. In addition to numerous news articles and Norfolk Southern press releases, as time progressed towards the ultimate approval of the " Conrail Transaction " and then the actual takeover in June 1999, based on repeated news and other reports of commitments being made by Norfolk Southern with respect to the shops in Altoona, I had reason to be confident that my employment in Altoona, Pennsylvania, with Norfolk Southern was secure for years to come. In fact, based on Norfolk Southern's repeated commitments, I had reason to be confident that the work at the Altoona shops was going to grow, as well as employment levels. Based on what Norfolk Southern was telling everyone concerned, which was widespread public knowledge, I was quite confident concerning my employment.

4. Further, Norfolk Southern CEO David Goode, in a speech to us workers at Juniata Locomotive shop on June 01, 1999, acknowledged and reaffirmed the commitments NS made to the shops in Altoona, this time subsequent to the merger being approved, once again providing reassurances concerning employment for years to come.

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10. I am currently 50 years old and have worked here at the shops in Altoona since 1974. I have deep family and other ties here in the Altoona area and fear uprooting these ties and disrupting my family, only to be told in a short period of time by Norfolk Southern, who obviously cannot be trusted, that again there is no work at a location that I may have the opportunity to transfer to.

Verification

I, Kenneth R. McBunney, verify that under penalty of perjury that I am a Carman employed by Norfolk Southern in Altoona, Pennsylvania, that I have read the foregoing document and its contents, and that the same is true and correct to the best of my knowledge and belief.

Executed on July 10, 2001

Kenneth R. McBunney
Kenneth R. McBunney

DECLARATION OF Robert C. McCormick Jr

1. My name is Robert C. McCormick Jr. I am a Carman employed by Norfolk Southern in Altoona, Pennsylvania. I am a former employee of Consolidated Rail Corporation and was employed in Altoona during the years leading up to Norfolk Southern's acquisition of the Altoona shops (Hollidaysburg /Juniata) and split date, June 1, 1999.

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9. In addition, especially when considering that NS has not identified any of the work they are allegedly transferring, along with their increasingly aggressive cost cutting measures which have been announced publicly in various forums where it appears they are cutting as many employees as possible, I have serious concerns that there will be no work available for me at the locations NS identifies. Further, I am seriously concerned that even if jobs may be available initially, as alleged by NS, they may very well be eliminated in the in the near future, especially when considering NS' actions in reducing employees.

10. I am currently 45 years old and have worked here at the shops in Altoona since 1976. I have deep family and other ties here in the Altoona area and fear uprooting these ties and disrupting my family, only to be told in a short period of time by Norfolk Southern, who obviously cannot be trusted, that again there is no work at a location that I may have the opportunity to transfer to.

Verification

I, Robert C. McCormick Jr, verify that under penalty of perjury that I am a Carman employed by Norfolk Southern in Altoona, Pennsylvania, that I have read the foregoing document and its contents, and that the same is true and correct to the best of my knowledge and belief.

Executed on July 10, 2001

Robert C. McCormick Jr
Robert C. McCormick Jr

DECLARATION OF EARL D. CONNER

1. My name is Earl D. Conner. I am a Carman employed by Norfolk Southern in Altoona, Pennsylvania. I am a former employee of Consolidated Rail Corporation and was employed in Altoona during the years leading up to Norfolk Southern's acquisition of the Altoona shops (Hollidaysburg / Juniata) and split date, June 1, 1999.
2. As an employee of Conrail, subsequent to the announced merger of CSX and Conrail in 1996, and then the announced agreement between CSX and NS to acquire and divide Conrail's assets I had reason to be seriously concerned about my employment as a result of these proposed mergers. This concern resulted in my paying very close attention to what Norfolk Southern was saying with regard to the future of the shops in Altoona.
3. From October 1996, when the first merger between Conrail and CSX was announced through June 1, 1999, split date of the CSX/NS acquisition and division of Conrail, I personally read or was made aware of continuing commitments being made by Norfolk Southern with respect to the future of the shops in Altoona. I also read or was made aware of news paper advertisements taken out by NS, addressed to myself as a " stakeholder ", committing to the continued operation of both Hollidaysburg and Juniata shops, and the promotion of employment at these shops. In addition to numerous news articles and Norfolk Southern press releases, as time progressed towards the ultimate approval of the " Conrail Transaction " and then the actual takeover in June 1999, based on repeated news and other reports of commitments being made by Norfolk Southern with respect to the shops in Altoona, I had reason to be confident that my employment in Altoona, Pennsylvania, with Norfolk Southern was secure for years to come. In fact, based on Norfolk Southern's repeated commitments, I had reason to be confident that the work at the Altoona shops was going to grow, as well as employment levels. Based on what Norfolk Southern was telling everyone concerned, which was widespread public knowledge, I was quite confident concerning my employment.
4. Further, Norfolk Southern CEO David Goode, in a speech to us workers at Juniata Locomotive shop on June 01, 1999, acknowledged and reaffirmed the commitments NS made to the shops in Altoona, this time subsequent to the merger being approved, once again providing reassurances concerning employment for years to come.

5. Unfortunately however, this has changed with Norfolk Southern's announced plans to close the shops. Since Norfolk Southern's announced closing of Hollidaysburg, obviously I have had cause to closely follow all that has happened. In doing so, there are at least two things which stand out based on my knowledge of Norfolk Southern's commitments to continue operations at the shops in Altoona.

(a) That Norfolk Southern's planned closing of Hollidaysburg Car Shop completely contradicts repeated, firm commitments to continue operations at Hollidaysburg Car Shop, and (b) That Norfolk Southern is now attempting to assert that they merely stated aspirations, expectations or beliefs concerning the shops, which is completely false. To the contrary, as employees, we were repeatedly assured via the news, advertisements run by NS, NS publications, and the operating plan that NS made an unconditional commitment to continue operation of the shops and promote employment at the shops. In fact, throughout this process NS officials made frequent visits to the shops, holding meetings with the workers, again, during which time they repeatedly told employees of the commitment NS made to the shops, and that we, as workers had no reason to be concerned.

In view of Norfolk Southern's obvious attempts to renege on the clear promises they made to the workers at Hollidaysburg, I have now lost all trust in Norfolk Southern.

6. Also, with respect to what work is allegedly being transferred to other locations, I am not aware of any such work which is being transferred, and to my knowledge Norfolk Southern has not advised anyone of specifically what work is actually being transferred.

7. With regard to protective benefits, again, I have no reason to believe that Norfolk Southern is going to provide protective benefits. Beyond having no reason to trust Norfolk Southern, as it is obvious they cannot be trusted, with respect to protective benefits, I have become aware of numerous co-workers who have been adversely affected by the Conrail Transaction who were denied protective benefits. As workers, our experience and understanding since implementation of this transaction is that Norfolk Southern does everything they possibly can to avoid the payment of protective benefits.

8. Finally, my reservations concerning the integrity, or lack thereof, of anything Norfolk Southern officials state is based on the obvious and outright lies stated by Norfolk Southern to gain approval of the Conrail Transaction.

9. In addition, especially when considering that NS has not identified any of the work they are allegedly transferring, along with their increasingly aggressive cost cutting measures which have been announced publicly in various forums where it appears they are cutting as many employees as possible, I have serious concerns that there will be no work available for me at the locations NS identifies. Further, I am seriously concerned that even if jobs may be available initially, as alleged by NS, they may very well be eliminated in the in the near future, especially when considering NS' actions in reducing employees.

10. I am currently 49 years old and have worked here at the shops in Altoona since 1974. I have deep family and other ties here in the Altoona area and fear uprooting these ties and disrupting my family, only to be told in a short period of time by Norfolk Southern, who obviously cannot be trusted, that again there is no work at a location that I may have the opportunity to transfer to.

Verification

I, Earl D. Conner, verify that under penalty of perjury that I am a Carman employed by Norfolk Southern in Altoona, Pennsylvania, that I have read the foregoing document and its contents, and that the same is true and correct to the best of my knowledge and belief.

Executed on July 9, 2001

Earl D. Conner
Earl D. Conner

DECLARATION OF

Roger L. Grubb

1. My name is Roger L. Grubb. I am a Carman employed by Norfolk Southern in Altoona, Pennsylvania. I am a former employee of Consolidated Rail Corporation and was employed in Altoona during the years leading up to Norfolk Southern's acquisition of the Altoona shops (Hollidaysburg /Juniata) and split date, June 1, 1999.

2. As an employee of Conrail, subsequent to the announced merger of CSX and Conrail in 1996, and then the announced agreement between CSX and NS to acquire and divide Conrail's assets I had reason to be seriously concerned about my employment as a result of these proposed mergers. This concern resulted in my paying very close attention to what Norfolk Southern was saying with regard to the future of the shops in Akoona.

3. From October 1996, when the first merger between Conrail and CSX was announced through June 1, 1999, split date of the CSX/NS acquisition and division of Conrail, I personally read or was made aware of continuing commitments being made by Norfolk Southern with respect to the future of the shops in Altoona. I also read or was made aware of news paper advertisements taken out by NS, addressed to myself as a " stakeholder ", committing to the continued operation of both Hollidaysburg and Juniata shops, and the promotion of employment at these shops. In addition to numerous news articles and Norfolk Southern press releases, as time progressed towards the ultimate approval of the " Conrail Transaction " and then the actual takeover in June 1999, based on repeated news and other reports of commitments being made by Norfolk Southern with respect to the shops in Altoona, I had reason to be confident that my employment in Altoona, Pennsylvania, with Norfolk Southern was secure for years to come. In fact, based on Norfolk Southern's repeated commitments, I had reason to be confident that the work at the Altoona shops was going to grow, as well as employment levels. Based on what Norfolk Southern was telling everyone concerned, which was widespread public knowledge, I was quite confident concerning my employment.

4. Further, Norfolk Southern CEO David Goode, in a speech to us workers at Juniata Locomotive shop on June 01, 1999, acknowledged and reaffirmed the commitments NS made to the shops in Altoona, this time subsequent to the merger being approved, once again providing reassurances concerning employment for years to come.

5. Unfortunately however, this has changed with Norfolk Southern's announced plans to close the shops. Since Norfolk Southern's announced closing of Hollidaysburg, obviously I have had cause to closely follow all that has happened. In doing so, there are at least two things which stand out based on my knowledge of Norfolk Southern's commitments to continue operations at the shops in Altoona.

(a) That Norfolk Southern's planned closing of Hollidaysburg Car Shop completely contradicts repeated, firm commitments to continue operations at Hollidaysburg Car Shop, and (b) That Norfolk Southern is now attempting to assert that they merely stated aspirations, expectations or beliefs concerning the shops, which is completely false. To the contrary, as employees, we were repeatedly assured via the news, advertisements run by NS, NS publications, and the operating plan that NS made an unconditional commitment to continue operation of the shops and promote employment at the shops. In fact, throughout this process NS officials made frequent visits to the shops, holding meetings with the workers, again, during which time they repeatedly told employees of the commitment NS made to the shops, and that we, as workers had no reason to be concerned.

In view of Norfolk Southern's obvious attempts to renege on the clear promises they made to the workers at Hollidaysburg, I have now lost all trust in Norfolk Southern.

6. Also, with respect to what work is allegedly being transferred to other locations, I am not aware of any such work which is being transferred, and to my knowledge Norfolk Southern has not advised anyone of specifically what work is actually being transferred.

7. With regard to protective benefits, again, I have no reason to believe that Norfolk Southern is going to provide protective benefits. Beyond having no reason to trust Norfolk Southern, as it is obvious they cannot be trusted, with respect to protective benefits, I have become aware of numerous co-workers who have been adversely affected by the Conrail Transaction who were denied protective benefits. As workers, our experience and understanding since implementation of this transaction is that Norfolk Southern does everything they possibly can to avoid the payment of protective benefits.

8. Finally, my reservations concerning the integrity, or lack thereof, of anything Norfolk Southern officials state is based on the obvious and outright lies stated by Norfolk Southern to gain approval of the Conrail Transaction.

Roger L. Grubb

9. In addition, especially when considering that NS has not identified any of the work they are allegedly transferring, along with their increasingly aggressive cost cutting measures which have been announced publicly in various forums where it appears they are cutting as many employees as possible, I have serious concerns that there will be no work available for me at the locations NS identifies. Further, I am seriously concerned that even if jobs may be available initially, as alleged by NS, they may very well be eliminated in the in the near future, especially when considering NS' actions in reducing employees.

10. I am currently 55 years old and have worked here at the shops in Altoona since 1975. I have deep family and other ties here in the Altoona area and fear uprooting these ties and disrupting my family, only to be told in a short period of time by Norfolk Southern, who obviously cannot be trusted, that again there is no work at a location that I may have the opportunity to transfer to.

Verification

I, Roger L. Grubb, verify that under penalty of perjury that I am a Carman employed by Norfolk Southern in Altoona, Pennsylvania, that I have read the foregoing document and its contents, and that the same is true and correct to the best of my knowledge and belief.

Executed on July 10, 2001

Roger L. Grubb
Roger L. Grubb

DECLARATION OF

Charles A. Wagner

1. My name is Charles A. Wagner. I am a Carman employed by Norfolk Southern in Altoona, Pennsylvania. I am a former employee of Consolidated Rail Corporation and was employed in Altoona during the years leading up to Norfolk Southern's acquisition of the Altoona shops (Hollidaysburg /Juniata) and split date, June 1, 1999.

2. As an employee of Conrail, subsequent to the announced merger of CSX and Conrail in 1996, and then the announced agreement between CSX and NS to acquire and divide Conrail's assets I had reason to be seriously concerned about my employment as a result of these proposed mergers. This concern resulted in my paying very close attention to what Norfolk Southern was saying with regard to the future of the shops in Altoona.

3. From October 1996, when the first merger between Conrail and CSX was announced through June 1, 1999, split date of the CSX/NS acquisition and division of Conrail, I personally read or was made aware of continuing commitments being made by Norfolk Southern with respect to the future of the shops in Altoona. I also read or was made aware of news paper advertisements taken out by NS, addressed to myself as a " stakeholder ", committing to the continued operation of both Hollidaysburg and Juniata shops, and the promotion of employment at these shops. In addition to numerous news articles and Norfolk Southern press releases, as time progressed towards the ultimate approval of the " Conrail Transaction " and then the actual takeover in June 1999, based on repeated news and other reports of commitments being made by Norfolk Southern with respect to the shops in Altoona, I had reason to be confident that my employment in Altoona, Pennsylvania, with Norfolk Southern was secure for years to come. In fact, based on Norfolk Southern's repeated commitments, I had reason to be confident that the work at the Altoona shops was going to grow, as well as employment levels. Based on what Norfolk Southern was telling everyone concerned, which was widespread public knowledge, I was quite confident concerning my employment.

4. Further, Norfolk Southern CEO David Goode, in a speech to us workers at Juniata Locomotive shop on June 01, 1999, acknowledged and reaffirmed the commitments NS made to the shops in Altoona, this time subsequent to the merger being approved, once again providing reassurances concerning employment for years to come.

5. Unfortunately however, this has changed with Norfolk Southern's announced plans to close the shops. Since Norfolk Southern's announced closing of Hollidaysburg, obviously I have had cause to closely follow all that has happened. In doing so, there are at least two things which stand out based on my knowledge of Norfolk Southern's commitments to continue operations at the shops in Altoona.

(a) That Norfolk Southern's planned closing of Hollidaysburg Car Shop completely contradicts repeated, firm commitments to continue operations at Hollidaysburg Car Shop, and (b) That Norfolk Southern is now attempting to assert that they merely stated aspirations, expectations or beliefs concerning the shops, which is completely false. To the contrary, as employees, we were repeatedly assured via the news, advertisements run by NS, NS publications, and the operating plan that NS made an unconditional commitment to continue operation of the shops and promote employment at the shops. In fact, throughout this process NS officials made frequent visits to the shops, holding meetings with the workers, again, during which time they repeatedly told employees of the commitment NS made to the shops, and that we, as workers had no reason to be concerned.

In view of Norfolk Southern's obvious attempts to renege on the clear promises they made to the workers at Hollidaysburg, I have now lost all trust in Norfolk Southern.

6. Also, with respect to what work is allegedly being transferred to other locations, I am not aware of any such work which is being transferred, and to my knowledge Norfolk Southern has not advised anyone of specifically what work is actually being transferred.

7. With regard to protective benefits, again, I have no reason to believe that Norfolk Southern is going to provide protective benefits. Beyond having no reason to trust Norfolk Southern, as it is obvious they cannot be trusted, with respect to protective benefits, I have become aware of numerous co-workers who have been adversely affected by the Conrail Transaction who were denied protective benefits. As workers, our experience and understanding since implementation of this transaction is that Norfolk Southern does everything they possibly can to avoid the payment of protective benefits.

8. Finally, my reservations concerning the integrity, or lack thereof, of anything Norfolk Southern officials state is based on the obvious and outright lies stated by Norfolk Southern to gain approval of the Conrail Transaction.

9. In addition, especially when considering that NS has not identified any of the work they are allegedly transferring, along with their increasingly aggressive cost cutting measures which have been announced publicly in various forums where it appears they are cutting as many employees as possible, I have serious concerns that there will be no work available for me at the locations NS identifies. Further, I am seriously concerned that even if jobs may be available initially, as alleged by NS, they may very well be eliminated in the in the near future, especially when considering NS' actions in reducing employees.

10. I am currently 51 years old and have worked here at the shops in Altoona since 1974. I have deep family and other ties here in the Altoona area and fear uprooting these ties and disrupting my family, only to be told in a short period of time by Norfolk Southern, who obviously cannot be trusted, that again there is no work at a location that I may have the opportunity to transfer to.

Verification

I, Charles A. Wagner, verify that under penalty of perjury that I am a Carman employed by Norfolk Southern in Altoona, Pennsylvania, that I have read the foregoing document and its contents, and that the same is true and correct to the best of my knowledge and belief.

Executed on July 10, 2001

Charles A. Wagner
Charles A. Wagner

DECLARATION OF _____

1. My name is Thomas E Gentry SR. I am a Carman employed by Norfolk Southern in Altoona, Pennsylvania. I am a former employee of Consolidated Rail Corporation and was employed in Altoona during the years leading up to Norfolk Southern's acquisition of the Altoona shops (Hollidaysburg /Juniata) and split date, June 1, 1999.
2. As an employee of Conrail, subsequent to the announced merger of CSX and Conrail in 1996, and then the announced agreement between CSX and NS to acquire and divide Conrail's assets I had reason to be seriously concerned about my employment as a result of these proposed mergers. This concern resulted in my paying very close attention to what Norfolk Southern was saying with regard to the future of the shops in Altoona.
3. From October 1996, when the first merger between Conrail and CSX was announced through June 1, 1999, split date of the CSX/NS acquisition and division of Conrail, I personally read or was made aware of continuing commitments being made by Norfolk Southern with respect to the future of the shops in Altoona. I also read or was made aware of news paper advertisements taken out by NS, addressed to myself as a " stakeholder ", committing to the continued operation of both Hollidaysburg and Juniata shops, and the promotion of employment at these shops. In addition to numerous news articles and Norfolk Southern press releases, as time progressed towards the ultimate approval of the " Conrail Transaction " and then the actual takeover in June 1999, based on repeated news and other reports of commitments being made by Norfolk Southern with respect to the shops in Altoona, I had reason to be confident that my employment in Altoona, Pennsylvania, with Norfolk Southern was secure for years to come. In fact, based on Norfolk Southern's repeated commitments, I had reason to be confident that the work at the Altoona shops was going to grow, as well as employment levels. Based on what Norfolk Southern was telling everyone concerned, which was widespread public knowledge, I was quite confident concerning my employment.
4. Further, Norfolk Southern CEO David Goode, in a speech to us workers at Juniata Locomotive shop on June 01, 1999, acknowledged and reaffirmed the commitments NS made to the shops in Altoona, this time subsequent to the merger being approved, once again providing reassurances concerning employment for years to come.

5. Unfortunately however, this has changed with Norfolk Southern's announced plans to close the shops. Since Norfolk Southern's announced closing of Hollidaysburg, obviously I have had cause to closely follow all that has happened. In doing so, there are at least two things which stand out based on my knowledge of Norfolk Southern's commitments to continue operations at the shops in Altoona.

(a) That Norfolk Southern's planned closing of Hollidaysburg Car Shop completely contradicts repeated, firm commitments to continue operations at Hollidaysburg Car Shop, and (b) That Norfolk Southern is now attempting to assert that they merely stated aspirations, expectations or beliefs concerning the shops, which is completely false. To the contrary, as employees, we were repeatedly assured via the news, advertisements run by NS, NS publications, and the operating plan that NS made an unconditional commitment to continue operation of the shops and promote employment at the shops. In fact, throughout this process NS officials made frequent visits to the shops, holding meetings with the workers, again, during which time they repeatedly told employees of the commitment NS made to the shops, and that we, as workers had no reason to be concerned.

In view of Norfolk Southern's obvious attempts to renege on the clear promises they made to the workers at Hollidaysburg, I have now lost all trust in Norfolk Southern.

6. Also, with respect to what work is allegedly being transferred to other locations, I am not aware of any such work which is being transferred, and to my knowledge Norfolk Southern has not advised anyone of specifically what work is actually being transferred.

7. With regard to protective benefits, again, I have no reason to believe that Norfolk Southern is going to provide protective benefits. Beyond having no reason to trust Norfolk Southern, as it is obvious they cannot be trusted, with respect to protective benefits, I have become aware of numerous co-workers who have been adversely affected by the Conrail Transaction who were denied protective benefits. As workers, our experience and understanding since implementation of this transaction is that Norfolk Southern does everything they possibly can to avoid the payment of protective benefits.

8. Finally, my reservations concerning the integrity, or lack thereof, of anything Norfolk Southern officials state is based on the obvious and outright lies stated by Norfolk Southern to gain approval of the Conrail Transaction.

9. In addition, especially when considering that NS has not identified any of the work they are allegedly transferring, along with their increasingly aggressive cost cutting measures which have been announced publicly in various forums where it appears they are cutting as many employees as possible, I have serious concerns that there will be no work available for me at the locations NS identifies. Further, I am seriously concerned that even if jobs may be available initially, as alleged by NS, they may very well be eliminated in the in the near future, especially when considering NS' actions in reducing employees.

10. I am currently 47 years old and have worked here at the shops in Altoona since 1975. I have deep family and other ties here in the Altoona area and fear uprooting these ties and disrupting my family, only to be told in a short period of time by Norfolk Southern, who obviously cannot be trusted, that again there is no work at a location that I may have the opportunity to transfer to.

Verification

I, Thomas E Gentry SR, verify that under penalty of perjury that I am a Carman employed by Norfolk Southern in Altoona, Pennsylvania, that I have read the foregoing document and its contents, and that the same is true and correct to the best of my knowledge and belief.

Executed on July 10, 2001

Thomas E Gentry SR
Thomas E Gentry SR

DECLARATION OF RONALD L. BANKS

1. My name is Ronald L. Banks. I am a Carman employed by Norfolk Southern in Altoona, Pennsylvania. I am a former employee of Consolidated Rail Corporation and was employed in Altoona during the years leading up to Norfolk Southern's acquisition of the Altoona shops (Hollidaysburg / Juniata) and split date, June 1, 1999.
2. As an employee of Conrail, subsequent to the announced merger of CSX and Conrail in 1996, and then the announced agreement between CSX and NS to acquire and divide Conrail's assets I had reason to be seriously concerned about my employment as a result of these proposed mergers. This concern resulted in my paying very close attention to what Norfolk Southern was saying with regard to the future of the shops in Altoona.
3. From October 1996, when the first merger between Conrail and CSX was announced through June 1, 1999, split date of the CSX/NS acquisition and division of Conrail, I personally read or was made aware of continuing commitments being made by Norfolk Southern with respect to the future of the shops in Altoona. I also read or was made aware of news paper advertisements taken out by NS, addressed to myself as a " stakeholder ", committing to the continued operation of both Hollidaysburg and Juniata shops, and the promotion of employment at these shops. In addition to numerous news articles and Norfolk Southern press releases, as time progressed towards the ultimate approval of the " Conrail Transaction " and then the actual takeover in June 1999, based on repeated news and other reports of commitments being made by Norfolk Southern with respect to the shops in Altoona, I had reason to be confident that my employment in Altoona, Pennsylvania, with Norfolk Southern was secure for years to come. In fact, based on Norfolk Southern's repeated commitments, I had reason to be confident that the work at the Altoona shops was going to grow, as well as employment levels. Based on what Norfolk Southern was telling everyone concerned, which was widespread public knowledge, I was quite confident concerning my employment.
4. Further, Norfolk Southern CEO David Goode, in a speech to us workers at Juniata Locomotive shop on June 01, 1999, acknowledged and reaffirmed the commitments NS made to the shops in Altoona, this time subsequent to the merger being approved, once again providing reassurances concerning employment for years to come.

5. Unfortunately however, this has changed with Norfolk Southern's announced plans to close the shops. Since Norfolk Southern's announced closing of Hollidaysburg, obviously I have had cause to closely follow all that has happened. In doing so, there are at least two things which stand out based on my knowledge of Norfolk Southern's commitments to continue operations at the shops in Altoona.

(a) That Norfolk Southern's planned closing of Hollidaysburg Car Shop completely contradicts repeated, firm commitments to continue operations at Hollidaysburg Car Shop, and (b) That Norfolk Southern is now attempting to assert that they merely stated aspirations, expectations or beliefs concerning the shops, which is completely false. To the contrary, as employees, we were repeatedly assured via the news, advertisements run by NS, NS publications, and the operating plan that NS made an unconditional commitment to continue operation of the shops and promote employment at the shops. In fact, throughout this process NS officials made frequent visits to the shops, holding meetings with the workers, again, during which time they repeatedly told employees of the commitment NS made to the shops, and that we, as workers had no reason to be concerned.

In view of Norfolk Southern's obvious attempts to renege on the clear promises they made to the workers at Hollidaysburg, I have now lost all trust in Norfolk Southern.

6. Also, with respect to what work is allegedly being transferred to other locations, I am not aware of any such work which is being transferred, and to my knowledge Norfolk Southern has not advised anyone of specifically what work is actually being transferred.

7. With regard to protective benefits, again, I have no reason to believe that Norfolk Southern is going to provide protective benefits. Beyond having no reason to trust Norfolk Southern, as it is obvious they cannot be trusted, with respect to protective benefits, I have become aware of numerous co-workers who have been adversely affected by the Conrail Transaction who were denied protective benefits. As workers, our experience and understanding since implementation of this transaction is that Norfolk Southern does everything they possibly can to avoid the payment of protective benefits.

8. Finally, my reservations concerning the integrity, or lack thereof, of anything Norfolk Southern officials state is based on the obvious and outright lies stated by Norfolk Southern to gain approval of the Conrail Transaction.

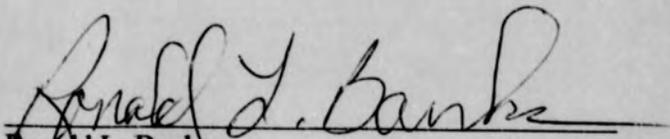
9. In addition, especially when considering that NS has not identified any of the work they are allegedly transferring, along with their increasingly aggressive cost cutting measures which have been announced publicly in various forums where it appears they are cutting as many employees as possible, I have serious concerns that there will be no work available for me at the locations NS identifies. Further, I am seriously concerned that even if jobs may be available initially, as alleged by NS, they may very well be eliminated in the in the near future, especially when considering NS' actions in reducing employees.

10. I am currently 51 years old and have worked here at the shops in Altoona since 1974. I have deep family and other ties here in the Altoona area and fear uprooting these ties and disrupting my family, only to be told in a short period of time by Norfolk Southern, who obviously cannot be trusted, that again there is no work at a location that I may have the opportunity to transfer to.

Verification

I, Ronald L. Banks, verify that under penalty of perjury that I am a Carman employed by Norfolk Southern in Altoona, Pennsylvania, that I have read the foregoing document and its contents, and that the same is true and correct to the best of my knowledge and belief.

Executed on July 10, 2001


Ronald L. Banks

DECLARATION OF

TIMOTHY R SINGER

1. My name is TIMOTHY R SINGER. I am a Carman employed by Norfolk Southern in Altoona, Pennsylvania. I am a former employee of Consolidated Rail Corporation and was employed in Altoona during the years leading up to Norfolk Southern's acquisition of the Altoona shops (Hollidaysburg /Juniata) and split date, June 1, 1999.

2. As an employee of Conrail, subsequent to the announced merger of CSX and Conrail in 1996, and then the announced agreement between CSX and NS to acquire and divide Conrail's assets I had reason to be seriously concerned about my employment as a result of these proposed mergers. This concern resulted in my paying very close attention to what Norfolk Southern was saying with regard to the future of the shops in Altoona.

3. From October 1996, when the first merger between Conrail and CSX was announced through June 1, 1999, split date of the CSX/NS acquisition and division of Conrail, I personally read or was made aware of continuing commitments being made by Norfolk Southern with respect to the future of the shops in Altoona. I also read or was made aware of news paper advertisements taken out by NS, addressed to myself as a " stakeholder ", committing to the continued operation of both Hollidaysburg and Juniata shops, and the promotion of employment at these shops. In addition to numerous news articles and Norfolk Southern press releases, as time progressed towards the ultimate approval of the " Conrail Transaction " and then the actual takeover in June 1999, based on repeated news and other reports of commitments being made by Norfolk Southern with respect to the shops in Altoona, I had reason to be confident that my employment in Altoona, Pennsylvania, with Norfolk Southern was secure for years to come. In fact, based on Norfolk Southern's repeated commitments, I had reason to be confident that the work at the Altoona shops was going to grow, as well as employment levels. Based on what Norfolk Southern was telling everyone concerned, which was widespread public knowledge, I was quite confident concerning my employment.

4. Further, Norfolk Southern CEO David Goode, in a speech to us workers at Juniata Locomotive shop on June 01, 1999, acknowledged and reaffirmed the commitments NS made to the shops in Altoona, this time subsequent to the merger being approved, once again providing reassurances concerning employment for years to come.

TIMOTHY R. SINGIER

5. Unfortunately however, this has changed with Norfolk Southern's announced plans to close the shops. Since Norfolk Southern's announced closing of Hollidaysburg, obviously I have had cause to closely follow all that has happened. In doing so, there are at least two things which stand out based on my knowledge of Norfolk Southern's commitments to continue operations at the shops in Altoona.

(a) That Norfolk Southern's planned closing of Hollidaysburg Car Shop completely contradicts repeated, firm commitments to continue operations at Hollidaysburg Car Shop, and (b) That Norfolk Southern is now attempting to assert that they merely stated aspirations, expectations or beliefs concerning the shops, which is completely false. To the contrary, as employees, we were repeatedly assured via the news, advertisements run by NS, NS publications, and the operating plan that NS made an unconditional commitment to continue operation of the shops and promote employment at the shops. In fact, throughout this process NS officials made frequent visits to the shops, holding meetings with the workers, again, during which time they repeatedly told employees of the commitment NS made to the shops, and that we, as workers had no reason to be concerned.

In view of Norfolk Southern's obvious attempts to renege on the clear promises they made to the workers at Hollidaysburg, I have now lost all trust in Norfolk Southern.

6. Also, with respect to what work is allegedly being transferred to other locations, I am not aware of any such work which is being transferred, and to my knowledge Norfolk Southern has not advised anyone of specifically what work is actually being transferred.

7. With regard to protective benefits, again, I have no reason to believe that Norfolk Southern is going to provide protective benefits. Beyond having no reason to trust Norfolk Southern, as it is obvious they cannot be trusted, with respect to protective benefits, I have become aware of numerous co-workers who have been adversely affected by the Conrail Transaction who were denied protective benefits. As workers, our experience and understanding since implementation of this transaction is that Norfolk Southern does everything they possibly can to avoid the payment of protective benefits.

8. Finally, my reservations concerning the integrity, or lack thereof, of anything Norfolk Southern officials state is based on the obvious and outright lies stated by Norfolk Southern to gain approval of the Conrail Transaction.

TIMOTHY R SINGER

9. In addition, especially when considering that NS has not identified any of the work they are allegedly transferring, along with their increasingly aggressive cost cutting measures which have been announced publicly in various forums where it appears they are cutting as many employees as possible, I have serious concerns that there will be no work available for me at the locations NS identifies. Further, I am seriously concerned that even if jobs may be available initially, as alleged by NS, they may very well be eliminated in the in the near future, especially when considering NS' actions in reducing employees.

10. I am currently 49 years old and have worked here at the shops in Altoona since 1970. I have deep family and other ties here in the Altoona area and fear uprooting these ties and disrupting my family, only to be told in a short period of time by Norfolk Southern, who obviously cannot be trusted, that again there is no work at a location that I may have the opportunity to transfer to.

Verification

I, TIMOTHY R SINGER, verify that under penalty of perjury that I am a Carman employed by Norfolk Southern in Altoona, Pennsylvania, that I have read the foregoing document and its contents, and that the same is true and correct to the best of my knowledge and belief.

Executed on July 10, 2001

TIMOTHY R SINGER
Timothy R Singer

DECLARATION OF

Ron Hampton

1. My name is Ron Hampton. I am a Carman employed by Norfolk Southern in Altoona, Pennsylvania. I am a former employee of Consolidated Rail Corporation and was employed in Altoona during the years leading up to Norfolk Southern's acquisition of the Altoona shops (Hollidaysburg /Juniata) and split date, June 1, 1999.
2. As an employee of Conrail, subsequent to the announced merger of CSX and Conrail in 1996, and then the announced agreement between CSX and NS to acquire and divide Conrail's assets I had reason to be seriously concerned about my employment as a result of these proposed mergers. This concern resulted in my paying very close attention to what Norfolk Southern was saying with regard to the future of the shops in Altoona.
3. From October 1996, when the first merger between Conrail and CSX was announced through June 1, 1999, split date of the CSX/NS acquisition and division of Conrail, I personally read or was made aware of continuing commitments being made by Norfolk Southern with respect to the future of the shops in Altoona. I also read or was made aware of news paper advertisements taken out by NS, addressed to myself as a " stakeholder ", committing to the continued operation of both Hollidaysburg and Juniata shops, and the promotion of employment at these shops. In addition to numerous news articles and Norfolk Southern press releases, as time progressed towards the ultimate approval of the " Conrail Transaction " and then the actual takeover in June 1999, based on repeated news and other reports of commitments being made by Norfolk Southern with respect to the shops in Altoona, I had reason to be confident that my employment in Altoona, Pennsylvania, with Norfolk Southern was secure for years to come. In fact, based on Norfolk Southern's repeated commitments, I had reason to be confident that the work at the Altoona shops was going to grow, as well as employment levels. Based on what Norfolk Southern was telling everyone concerned, which was widespread public knowledge, I was quite confident concerning my employment.
4. Further, Norfolk Southern CEO David Goode, in a speech to us workers at Juniata Locomotive shop on June 01, 1999, acknowledged and reaffirmed the commitments NS made to the shops in Altoona, this time subsequent to the merger being approved, once again providing reassurances concerning employment for years to come.

5. Unfortunately however, this has changed with Norfolk Southern's announced plans to close the shops. Since Norfolk Southern's announced closing of Hollidaysburg, obviously I have had cause to closely follow all that has happened. In doing so, there are at least two things which stand out based on my knowledge of Norfolk Southern's commitments to continue operations at the shops in Altoona.

(a) That Norfolk Southern's planned closing of Hollidaysburg Car Shop completely contradicts repeated, firm commitments to continue operations at Hollidaysburg Car Shop, and (b) That Norfolk Southern is now attempting to assert that they merely stated aspirations, expectations or beliefs concerning the shops, which is completely false. To the contrary, as employees, we were repeatedly assured via the news, advertisements run by NS, NS publications, and the operating plan that NS made an unconditional commitment to continue operation of the shops and promote employment at the shops. In fact, throughout this process NS officials made frequent visits to the shops, holding meetings with the workers, again, during which time they repeatedly told employees of the commitment NS made to the shops, and that we, as workers had no reason to be concerned.

In view of Norfolk Southern's obvious attempts to renege on the clear promises they made to the workers at Hollidaysburg, I have now lost all trust in Norfolk Southern.

6. Also, with respect to what work is allegedly being transferred to other locations, I am not aware of any such work which is being transferred, and to my knowledge Norfolk Southern has not advised anyone of specifically what work is actually being transferred.

7. With regard to protective benefits, again, I have no reason to believe that Norfolk Southern is going to provide protective benefits. Beyond having no reason to trust Norfolk Southern, as it is obvious they cannot be trusted, with respect to protective benefits, I have become aware of numerous co-workers who have been adversely affected by the Conrail Transaction who were denied protective benefits. As workers, our experience and understanding since implementation of this transaction is that Norfolk Southern does everything they possibly can to avoid the payment of protective benefits.

8. Finally, my reservations concerning the integrity, or lack thereof, of anything Norfolk Southern officials state is based on the obvious and outright lies stated by Norfolk Southern to gain approval of the Conrail Transaction.

9. In addition, especially when considering that NS has not identified any of the work they are allegedly transferring, along with their increasingly aggressive cost cutting measures which have been announced publicly in various forums where it appears they are cutting as many employees as possible, I have serious concerns that there will be no work available for me at the locations NS identifies. Further, I am seriously concerned that even if jobs may be available initially, as alleged by NS, they may very well be eliminated in the in the near future, especially when considering NS' actions in reducing employees.

10. I am currently 43 years old and have worked here at the shops in Altoona since 1975. I have deep family and other ties here in the Altoona area and fear uprooting these ties and disrupting my family, only to be told in a short period of time by Norfolk Southern, who obviously cannot be trusted, that again there is no work at a location that I may have the opportunity to transfer to.

Verification

I, Ron Hampton, verify that under penalty of perjury that I am a Carman employed by Norfolk Southern in Altoona, Pennsylvania, that I have read the foregoing document and its contents, and that the same is true and correct to the best of my knowledge and belief.

Executed on July ____, 2001

Ron Hampton
Ron Hampton

DECLARATION OF WAYNE J. FLANAGAN

1. My name is Wayne J. Flanagan. I am a Carman employed by Norfolk Southern in Altoona, Pennsylvania. I am a former employee of Consolidated Rail Corporation and was employed in Altoona during the years leading up to Norfolk Southern's acquisition of the Altoona shops (Hollidaysburg / Juniata) and split date, June 1, 1999.
2. As an employee of Conrail, subsequent to the announced merger of CSX and Conrail in 1996, and then the announced agreement between CSX and NS to acquire and divide Conrail's assets I had reason to be seriously concerned about my employment as a result of these proposed mergers. This concern resulted in my paying very close attention to what Norfolk Southern was saying with regard to the future of the shops in Altoona.
3. From October 1996, when the first merger between Conrail and CSX was announced through June 1, 1999, split date of the CSX/NS acquisition and division of Conrail, I personally read or was made aware of continuing commitments being made by Norfolk Southern with respect to the future of the shops in Altoona. I also read or was made aware of news paper advertisements taken out by NS, addressed to myself as a " stakeholder ", committing to the continued operation of both Hollidaysburg and Juniata shops, and the promotion of employment at these shops. In addition to numerous news articles and Norfolk Southern press releases, as time progressed towards the ultimate approval of the " Conrail Transaction " and then the actual takeover in June 1999, based on repeated news and other reports of commitments being made by Norfolk Southern with respect to the shops in Altoona, I had reason to be confident that my employment in Altoona, Pennsylvania, with Norfolk Southern was secure for years to come. In fact, based on Norfolk Southern's repeated commitments, I had reason to be confident that the work at the Altoona shops was going to grow, as well as employment levels. Based on what Norfolk Southern was telling everyone concerned, which was widespread public knowledge, I was quite confident concerning my employment.
4. Further, Norfolk Southern CEO David Goode, in a speech to us workers at Juniata Locomotive shop on June 01, 1999, acknowledged and reaffirmed the commitments NS made to the shops in Altoona, this time subsequent to the merger being approved, once again providing reassurances concerning employment for years to come.

5. Unfortunately however, this has changed with Norfolk Southern's announced plans to close the shops. Since Norfolk Southern's announced closing of Hollidaysburg, obviously I have had cause to closely follow all that has happened. In doing so, there are at least two things which stand out based on my knowledge of Norfolk Southern's commitments to continue operations at the shops in Altoona.

(a) That Norfolk Southern's planned closing of Hollidaysburg Car Shop completely contradicts repeated, firm commitments to continue operations at Hollidaysburg Car Shop, and (b) That Norfolk Southern is now attempting to assert that they merely stated aspirations, expectations or beliefs concerning the shops, which is completely false. To the contrary, as employees, we were repeatedly assured via the news, advertisements run by NS, NS publications, and the operating plan that NS made an unconditional commitment to continue operation of the shops and promote employment at the shops. In fact, throughout this process NS officials made frequent visits to the shops, holding meetings with the workers, again, during which time they repeatedly told employees of the commitment NS made to the shops, and that we, as workers had no reason to be concerned.

In view of Norfolk Southern's obvious attempts to renege on the clear promises they made to the workers at Hollidaysburg, I have now lost all trust in Norfolk Southern.

6. Also, with respect to what work is allegedly being transferred to other locations, I am not aware of any such work which is being transferred, and to my knowledge Norfolk Southern has not advised anyone of specifically what work is actually being transferred.

7. With regard to protective benefits, again, I have no reason to believe that Norfolk Southern is going to provide protective benefits. Beyond having no reason to trust Norfolk Southern, as it is obvious they cannot be trusted, with respect to protective benefits, I have become aware of numerous co-workers who have been adversely affected by the Conrail Transaction who were denied protective benefits. As workers, our experience and understanding since implementation of this transaction is that Norfolk Southern does everything they possibly can to avoid the payment of protective benefits.

8. Finally, my reservations concerning the integrity, or lack thereof, of anything Norfolk Southern officials state is based on the obvious and outright lies stated by Norfolk Southern to gain approval of the Conrail Transaction.

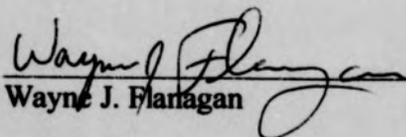
9. In addition, especially when considering that NS has not identified any of the work they are allegedly transferring, along with their increasingly aggressive cost cutting measures which have been announced publicly in various forums where it appears they are cutting as many employees as possible, I have serious concerns that there will be no work available for me at the locations NS identifies. Further, I am seriously concerned that even if jobs may be available initially, as alleged by NS, they may very well be eliminated in the in the near future, especially when considering NS' actions in reducing employees.

10. I am currently 49 years old and have worked here at the shops in Altoona since 1974. I have deep family and other ties here in the Altoona area and fear uprooting these ties and disrupting my family, only to be told in a short period of time by Norfolk Southern, who obviously cannot be trusted, that again there is no work at a location that I may have the opportunity to transfer to.

Verification

I, Wayne J. Flanagan, verify that under penalty of perjury that I am a Carman employed by Norfolk Southern in Altoona, Pennsylvania, that I have read the foregoing document and its contents, and that the same is true and correct to the best of my knowledge and belief.

Executed on July 10, 2001


Wayne J. Flanagan

DECLARATION OF

Carl L. Williams Jr

1. My name is Carl L. Williams Jr. I am a Carman employed by Norfolk Southern in Altoona, Pennsylvania. I am a former employee of Consolidated Rail Corporation and was employed in Altoona during the years leading up to Norfolk Southern's acquisition of the Altoona shops (Hollidaysburg /Juniata) and split date, June 1, 1999.
2. As an employee of Conrail, subsequent to the announced merger of CSX and Conrail in 1996, and then the announced agreement between CSX and NS to acquire and divide Conrail's assets I had reason to be seriously concerned about my employment as a result of these proposed mergers. This concern resulted in my paying very close attention to what Norfolk Southern was saying with regard to the future of the shops in Altoona.
3. From October 1996, when the first merger between Conrail and CSX was announced through June 1, 1999, split date of the CSX/NS acquisition and division of Conrail, I personally read or was made aware of continuing commitments being made by Norfolk Southern with respect to the future of the shops in Altoona. I also read or was made aware of news paper advertisements taken out by NS, addressed to myself as a " stakeholder ", committing to the continued operation of both Hollidaysburg and Juniata shops, and the promotion of employment at these shops. In addition to numerous news articles and Norfolk Southern press releases, as time progressed towards the ultimate approval of the " Conrail Transaction " and then the actual takeover in June 1999, based on repeated news and other reports of commitments being made by Norfolk Southern with respect to the shops in Altoona, I had reason to be confident that my employment in Altoona, Pennsylvania, with Norfolk Southern was secure for years to come. In fact, based on Norfolk Southern's repeated commitments, I had reason to be confident that the work at the Altoona shops was going to grow, as well as employment levels. Based on what Norfolk Southern was telling everyone concerned, which was widespread public knowledge, I was quite confident concerning my employment.
4. Further, Norfolk Southern CEO David Goode, in a speech to us workers at Juniata Locomotive shop on June 01, 1999, acknowledged and reaffirmed the commitments NS made to the shops in Altoona, this time subsequent to the merger being approved, once again providing reassurances concerning employment for years to come.

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(a) That Norfolk Southern's planned closing of Hollidaysburg Car Shop completely contradicts repeated, firm commitments to continue operations at Hollidaysburg Car Shop, and (b) That Norfolk Southern is now attempting to assert that they merely stated aspirations, expectations or beliefs concerning the shops, which is completely false. To the contrary, as employees, we were repeatedly assured via the news, advertisements run by NS, NS publications, and the operating plan that NS made an unconditional commitment to continue operation of the shops and promote employment at the shops. In fact, throughout this process NS officials made frequent visits to the shops, holding meetings with the workers, again, during which time they repeatedly told employees of the commitment NS made to the shops, and that we, as workers had no reason to be concerned.

In view of Norfolk Southern's obvious attempts to renege on the clear promises they made to the workers at Hollidaysburg, I have now lost all trust in Norfolk Southern.

6. Also, with respect to what work is allegedly being transferred to other locations, I am not aware of any such work which is being transferred, and to my knowledge Norfolk Southern has not advised anyone of specifically what work is actually being transferred.

7. With regard to protective benefits, again, I have no reason to believe that Norfolk Southern is going to provide protective benefits. Beyond having no reason to trust Norfolk Southern, as it is obvious they cannot be trusted, with respect to protective benefits, I have become aware of numerous co-workers who have been adversely affected by the Conrail Transaction who were denied protective benefits. As workers, our experience and understanding since implementation of this transaction is that Norfolk Southern does everything they possibly can to avoid the payment of protective benefits.

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10. I am currently 49 years old and have worked here at the shops in Altoona since 1974. I have deep family and other ties here in the Altoona area and fear uprooting these ties and disrupting my family, only to be told in a short period of time by Norfolk Southern, who obviously cannot be trusted, that again there is no work at a location that I may have the opportunity to transfer to.

Verification

I, Carl L Williams Jr, verify that under penalty of perjury that I am a Carman employed by Norfolk Southern in Altoona, Pennsylvania, that I have read the foregoing document and its contents, and that the same is true and correct to the best of my knowledge and belief.

Executed on July 10, 2001

Carl L. Williams Jr
Carl Williams Jr

DECLARATION OF

MICHAEL R RESIG

1. My name is MICHAEL R RESIG. I am a Carman employed by Norfolk Southern in Altoona, Pennsylvania. I am a former employee of Consolidated Rail Corporation and was employed in Altoona during the years leading up to Norfolk Southern's acquisition of the Altoona shops (Hollidaysburg /Juniata) and split date, June 1, 1999.

2. As an employee of Conrail, subsequent to the announced merger of CSX and Conrail in 1996, and then the announced agreement between CSX and NS to acquire and divide Conrail's assets I had reason to be seriously concerned about my employment as a result of these proposed mergers. This concern resulted in my paying very close attention to what Norfolk Southern was saying with regard to the future of the shops in Altoona.

3. From October 1996, when the first merger between Conrail and CSX was announced through June 1, 1999, split date of the CSX/NS acquisition and division of Conrail, I personally read or was made aware of continuing commitments being made by Norfolk Southern with respect to the future of the shops in Altoona. I also read or was made aware of news paper advertisements taken out by NS, addressed to myself as a " stakeholder ", committing to the continued operation of both Hollidaysburg and Juniata shops, and the promotion of employment at these shops. In addition to numerous news articles and Norfolk Southern press releases, as time progressed towards the ultimate approval of the " Conrail Transaction " and then the actual takeover in June 1999, based on repeated news and other reports of commitments being made by Norfolk Southern with respect to the shops in Altoona, I had reason to be confident that my employment in Altoona, Pennsylvania, with Norfolk Southern was secure for years to come. In fact, based on Norfolk Southern's repeated commitments, I had reason to be confident that the work at the Altoona shops was going to grow, as well as employment levels. Based on what Norfolk Southern was telling everyone concerned, which was widespread public knowledge, I was quite confident concerning my employment.

4. Further, Norfolk Southern CEO David Goode, in a speech to us workers at Juniata Locomotive shop on June 01, 1999, acknowledged and reaffirmed the commitments NS made to the shops in Altoona, this time subsequent to the merger being approved, once again providing reassurances concerning employment for years to come.

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In view of Norfolk Southern's obvious attempts to renege on the clear promises they made to the workers at Hollidaysburg, I have now lost all trust in Norfolk Southern.

6. Also, with respect to what work is allegedly being transferred to other locations, I am not aware of any such work which is being transferred, and to my knowledge Norfolk Southern has not advised anyone of specifically what work is actually being transferred.

7. With regard to protective benefits, again, I have no reason to believe that Norfolk Southern is going to provide protective benefits. Beyond having no reason to trust Norfolk Southern, as it is obvious they cannot be trusted, with respect to protective benefits, I have become aware of numerous co-workers who have been adversely affected by the Conrail Transaction who were denied protective benefits. As workers, our experience and understanding since implementation of this transaction is that Norfolk Southern does everything they possibly can to avoid the payment of protective benefits.

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10. I am currently 50 years old and have worked here at the shops in Altoona since 1975. I have deep family and other ties here in the Altoona area and fear uprooting these ties and disrupting my family, only to be told in a short period of time by Norfolk Southern, who obviously cannot be trusted, that again there is no work at a location that I may have the opportunity to transfer to.

Verification

I, MICHAEL R RESIG, verify that under penalty of perjury that I am a Carman employed by Norfolk Southern in Altoona, Pennsylvania, that I have read the foregoing document and its contents, and that the same is true and correct to the best of my knowledge and belief.

Executed on July ____, 2001

MICHAEL R RESIG
Michael R Resig

DECLARATION OF Ronald F. Schneider

1. My name is Ronald F. Schneider. I am a Carman employed by Norfolk Southern in Altoona, Pennsylvania. I am a former employee of Consolidated Rail Corporation and was employed in Altoona during the years leading up to Norfolk Southern's acquisition of the Altoona shops (Hollidaysburg /Juniata) and split date, June 1, 1999.
2. As an employee of Conrail, subsequent to the announced merger of CSX and Conrail in 1996, and then the announced agreement between CSX and NS to acquire and divide Conrail's assets I had reason to be seriously concerned about my employment as a result of these proposed mergers. This concern resulted in my paying very close attention to what Norfolk Southern was saying with regard to the future of the shops in Altoona.
3. From October 1996, when the first merger between Conrail and CSX was announced through June 1, 1999, split date of the CSX/NS acquisition and division of Conrail, I personally read or was made aware of continuing commitments being made by Norfolk Southern with respect to the future of the shops in Altoona. I also read or was made aware of news paper advertisements taken out by NS, addressed to myself as a " stakeholder ", committing to the continued operation of both Hollidaysburg and Juniata shops, and the promotion of employment at these shops. In addition to numerous news articles and Norfolk Southern press releases, as time progressed towards the ultimate approval of the " Conrail Transaction " and then the actual takeover in June 1999, based on repeated news and other reports of commitments being made by Norfolk Southern with respect to the shops in Altoona, I had reason to be confident that my employment in Altoona, Pennsylvania, with Norfolk Southern was secure for years to come. In fact, based on Norfolk Southern's repeated commitments, I had reason to be confident that the work at the Altoona shops was going to grow, as well as employment levels. Based on what Norfolk Southern was telling everyone concerned, which was widespread public knowledge, I was quite confident concerning my employment.
4. Further, Norfolk Southern CEO David Goode, in a speech to us workers at Juniata Locomotive shop on June 01, 1999, acknowledged and reaffirmed the commitments NS made to the shops in Altoona, this time subsequent to the merger being approved, once again providing reassurances concerning employment for years to come.

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In view of Norfolk Southern's obvious attempts to renege on the clear promises they made to the workers at Hollidaysburg, I have now lost all trust in Norfolk Southern.

6. Also, with respect to what work is allegedly being transferred to other locations, I am not aware of any such work which is being transferred, and to my knowledge Norfolk Southern has not advised anyone of specifically what work is actually being transferred.

7. With regard to protective benefits, again, I have no reason to believe that Norfolk Southern is going to provide protective benefits. Beyond having no reason to trust Norfolk Southern, as it is obvious they cannot be trusted, with respect to protective benefits, I have become aware of numerous co-workers who have been adversely affected by the Conrail Transaction who were denied protective benefits. As workers, our experience and understanding since implementation of this transaction is that Norfolk Southern does everything they possibly can to avoid the payment of protective benefits.

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10. I am currently 54 years old and have worked here at the shops in Altoona since 1974. I have deep family and other ties here in the Altoona area and fear uprooting these ties and disrupting my family, only to be told in a short period of time by Norfolk Southern, who obviously cannot be trusted, that again there is no work at a location that I may have the opportunity to transfer to.

Verification

I, Ronald F. Schneider, verify that under penalty of perjury that I am a Carman employed by Norfolk Southern in Altoona, Pennsylvania, that I have read the foregoing document and its contents, and that the same is true and correct to the best of my knowledge and belief.

Executed on July ____, 2001

Ronald F. Schneider

Ronald F. Schneider

DECLARATION OF Carl V Moyer

1. My name is Carl V Moyer. I am a Carman employed by Norfolk Southern in Altoona, Pennsylvania. I am a former employee of Consolidated Rail Corporation and was employed in Altoona during the years leading up to Norfolk Southern's acquisition of the Altoona shops (Hollidaysburg /Juniata) and split date, June 1, 1999.

2. As an employee of Conrail, subsequent to the announced merger of CSX and Conrail in 1996, and then the announced agreement between CSX and NS to acquire and divide Conrail's assets I had reason to be seriously concerned about my employment as a result of these proposed mergers. This concern resulted in my paying very close attention to what Norfolk Southern was saying with regard to the future of the shops in Altoona.

3. From October 1996, when the first merger between Conrail and CSX was announced through June 1, 1999, split date of the CSX/NS acquisition and division of Conrail, I personally read or was made aware of continuing commitments being made by Norfolk Southern with respect to the future of the shops in Altoona. I also read or was made aware of news paper advertisements taken out by NS, addressed to myself as a " stakeholder ", committing to the continued operation of both Hollidaysburg and Juniata shops, and the promotion of employment at these shops. In addition to numerous news articles and Norfolk Southern press releases, as time progressed towards the ultimate approval of the " Conrail Transaction " and then the actual takeover in June 1999, based on repeated news and other reports of commitments being made by Norfolk Southern with respect to the shops in Altoona, I had reason to be confident that my employment in Altoona, Pennsylvania, with Norfolk Southern was secure for years to come. In fact, based on Norfolk Southern's repeated commitments, I had reason to be confident that the work at the Altoona shops was going to grow, as well as employment levels. Based on what Norfolk Southern was telling everyone concerned, which was widespread public knowledge, I was quite confident concerning my employment.

4. Further, Norfolk Southern CEO David Goode, in a speech to us workers at Juniata Locomotive shop on June 01, 1999, acknowledged and reaffirmed the commitments NS made to the shops in Altoona, this time subsequent to the merger being approved, once again providing reassurances concerning employment for years to come.

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In view of Norfolk Southern's obvious attempts to renege on the clear promises they made to the workers at Hollidaysburg, I have now lost all trust in Norfolk Southern.

6. Also, with respect to what work is allegedly being transferred to other locations, I am not aware of any such work which is being transferred, and to my knowledge Norfolk Southern has not advised anyone of specifically what work is actually being transferred.

7. With regard to protective benefits, again, I have no reason to believe that Norfolk Southern is going to provide protective benefits. Beyond having no reason to trust Norfolk Southern, as it is obvious they cannot be trusted, with respect to protective benefits, I have become aware of numerous co-workers who have been adversely affected by the Conrail Transaction who were denied protective benefits. As workers, our experience and understanding since implementation of this transaction is that Norfolk Southern does everything they possibly can to avoid the payment of protective benefits.

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10. I am currently 46 years old and have worked here at the shops in Altoona since 1975. I have deep family and other ties here in the Altoona area and fear uprooting these ties and disrupting my family, only to be told in a short period of time by Norfolk Southern, who obviously cannot be trusted, that again there is no work at a location that I may have the opportunity to transfer to.

Verification

I, Carl V Moyer, verify that under penalty of perjury that I am a Carman employed by Norfolk Southern in Altoona, Pennsylvania, that I have read the foregoing document and its contents, and that the same is true and correct to the best of my knowledge and belief.

Executed on July 10, 2001

Carl V Moyer
Carl V Moyer

DECLARATION OF

Robert T Hainsey

1. My name is Robert T. Hainsey. I am a Carman employed by Norfolk Southern in Altoona, Pennsylvania. I am a former employee of Consolidated Rail Corporation and was employed in Altoona during the years leading up to Norfolk Southern's acquisition of the Altoona shops (Hollidaysburg /Juniata) and split date, June 1, 1999.
2. As an employee of Conrail, subsequent to the announced merger of CSX and Conrail in 1996, and then the announced agreement between CSX and NS to acquire and divide Conrail's assets I had reason to be seriously concerned about my employment as a result of these proposed mergers. This concern resulted in my paying very close attention to what Norfolk Southern was saying with regard to the future of the shops in Altoona.
3. From October 1996, when the first merger between Conrail and CSX was announced through June 1, 1999, split date of the CSX/NS acquisition and division of Conrail, I personally read or was made aware of continuing commitments being made by Norfolk Southern with respect to the future of the shops in Altoona. I also read or was made aware of news paper advertisements taken out by NS, addressed to myself as a " stakeholder ", committing to the continued operation of both Hollidaysburg and Juniata shops, and the promotion of employment at these shops. In addition to numerous news articles and Norfolk Southern press releases, as time progressed towards the ultimate approval of the " Conrail Transaction " and then the actual takeover in June 1999, based on repeated news and other reports of commitments being made by Norfolk Southern with respect to the shops in Altoona, I had reason to be confident that my employment in Altoona, Pennsylvania, with Norfolk Southern was secure for years to come. In fact, based on Norfolk Southern's repeated commitments, I had reason to be confident that the work at the Altoona shops was going to grow, as well as employment levels. Based on what Norfolk Southern was telling everyone concerned, which was widespread public knowledge, I was quite confident concerning my employment.
4. Further, Norfolk Southern CEO David Goode, in a speech to us workers at Juniata Locomotive shop on June 01, 1999, acknowledged and reaffirmed the commitments NS made to the shops in Altoona, this time subsequent to the merger being approved, once again providing reassurances concerning employment for years to come.

Robert T. Hainsey

5. Unfortunately however, this has changed with Norfolk Southern's announced plans to close the shops. Since Norfolk Southern's announced closing of Hollidaysburg, obviously I have had cause to closely follow all that has happened. In doing so, there are at least two things which stand out based on my knowledge of Norfolk Southern's commitments to continue operations at the shops in Altoona.

(a) That Norfolk Southern's planned closing of Hollidaysburg Car Shop completely contradicts repeated, firm commitments to continue operations at Hollidaysburg Car Shop, and (b) That Norfolk Southern is now attempting to assert that they merely stated aspirations, expectations or beliefs concerning the shops, which is completely false. To the contrary, as employees, we were repeatedly assured via the news, advertisements run by NS, NS publications, and the operating plan that NS made an unconditional commitment to continue operation of the shops and promote employment at the shops. In fact, throughout this process NS officials made frequent visits to the shops, holding meetings with the workers, again, during which time they repeatedly told employees of the commitment NS made to the shops, and that we, as workers had no reason to be concerned.

In view of Norfolk Southern's obvious attempts to renege on the clear promises they made to the workers at Hollidaysburg, I have now lost all trust in Norfolk Southern.

6. Also, with respect to what work is allegedly being transferred to other locations, I am not aware of any such work which is being transferred, and to my knowledge Norfolk Southern has not advised anyone of specifically what work is actually being transferred.

7. With regard to protective benefits, again, I have no reason to believe that Norfolk Southern is going to provide protective benefits. Beyond having no reason to trust Norfolk Southern, as it is obvious they cannot be trusted, with respect to protective benefits, I have become aware of numerous co-workers who have been adversely affected by the Conrail Transaction who were denied protective benefits. As workers, our experience and understanding since implementation of this transaction is that Norfolk Southern does everything they possibly can to avoid the payment of protective benefits.

8. Finally, my reservations concerning the integrity, or lack thereof, of anything Norfolk Southern officials state is based on the obvious and outright lies stated by Norfolk Southern to gain approval of the Conrail Transaction.

Robert T. Hainsey

9. In addition, especially when considering that NS has not identified any of the work they are allegedly transferring, along with their increasingly aggressive cost cutting measures which have been announced publicly in various forums where it appears they are cutting as many employees as possible, I have serious concerns that there will be no work available for me at the locations NS identifies. Further, I am seriously concerned that even if jobs may be available initially, as alleged by NS, they may very well be eliminated in the in the near future, especially when considering NS' actions in reducing employees.

10. I am currently 46 years old and have worked here at the shops in Altoona since 74. I have deep family and other ties here in the Altoona area and fear uprooting these ties and disrupting my family, only to be told in a short period of time by Norfolk Southern, who obviously cannot be trusted, that again there is no work at a location that I may have the opportunity to transfer to.

Verification

I, Robert T. Hainsey, verify that under penalty of perjury that I am a Carman employed by Norfolk Southern in Altoona, Pennsylvania, that I have read the foregoing document and its contents, and that the same is true and correct to the best of my knowledge and belief.

Executed on July 10, 2001

Robert T Hainsey
Robert T Hainsey

DECLARATION OF Paul C. Werkmeister

1. My name is Paul C. Werkmeister. I am a Carman employed by Norfolk Southern in Altoona, Pennsylvania. I am a former employee of Consolidated Rail Corporation and was employed in Altoona during the years leading up to Norfolk Southern's acquisition of the Altoona shops (Hollidaysburg /Juniata) and split date, June 1, 1999.

2. As an employee of Conrail, subsequent to the announced merger of CSX and Conrail in 1996, and then the announced agreement between CSX and NS to acquire and divide Conrail's assets I had reason to be seriously concerned about my employment as a result of these proposed mergers. This concern resulted in my paying very close attention to what Norfolk Southern was saying with regard to the future of the shops in Altoona.

3. From October 1996, when the first merger between Conrail and CSX was announced through June 1, 1999, split date of the CSX/NS acquisition and division of Conrail, I personally read or was made aware of continuing commitments being made by Norfolk Southern with respect to the future of the shops in Altoona. I also read or was made aware of news paper advertisements taken out by NS, addressed to myself as a " stakeholder ", committing to the continued operation of both Hollidaysburg and Juniata shops, and the promotion of employment at these shops. In addition to numerous news articles and Norfolk Southern press releases, as time progressed towards the ultimate approval of the " Conrail Transaction " and then the actual takeover in June 1999, based on repeated news and other reports of commitments being made by Norfolk Southern with respect to the shops in Altoona, I had reason to be confident that my employment in Altoona, Pennsylvania, with Norfolk Southern was secure for years to come. In fact, based on Norfolk Southern's repeated commitments, I had reason to be confident that the work at the Altoona shops was going to grow, as well as employment levels. Based on what Norfolk Southern was telling everyone concerned, which was widespread public knowledge, I was quite confident concerning my employment.

4. Further, Norfolk Southern CEO David Goode, in a speech to us workers at Juniata Locomotive shop on June 01, 1999, acknowledged and reaffirmed the commitments NS made to the shops in Altoona, this time subsequent to the merger being approved, once again providing reassurances concerning employment for years to come.

5. Unfortunately however, this has changed with Norfolk Southern's announced plans to close the shops. Since Norfolk Southern's announced closing of Hollidaysburg, obviously I have had cause to closely follow all that has happened. In doing so, there are at least two things which stand out based on my knowledge of Norfolk Southern's commitments to continue operations at the shops in Altoona.

(a) That Norfolk Southern's planned closing of Hollidaysburg Car Shop completely contradicts repeated, firm commitments to continue operations at Hollidaysburg Car Shop, and (b) That Norfolk Southern is now attempting to assert that they merely stated aspirations, expectations or beliefs concerning the shops, which is completely false. To the contrary, as employees, we were repeatedly assured via the news, advertisements run by NS, NS publications, and the operating plan that NS made an unconditional commitment to continue operation of the shops and promote employment at the shops. In fact, throughout this process NS officials made frequent visits to the shops, holding meetings with the workers, again, during which time they repeatedly told employees of the commitment NS made to the shops, and that we, as workers had no reason to be concerned.

In view of Norfolk Southern's obvious attempts to renege on the clear promises they made to the workers at Hollidaysburg, I have now lost all trust in Norfolk Southern.

6. Also, with respect to what work is allegedly being transferred to other locations, I am not aware of any such work which is being transferred, and to my knowledge Norfolk Southern has not advised anyone of specifically what work is actually being transferred.

7. With regard to protective benefits, again, I have no reason to believe that Norfolk Southern is going to provide protective benefits. Beyond having no reason to trust Norfolk Southern, as it is obvious they cannot be trusted, with respect to protective benefits, I have become aware of numerous co-workers who have been adversely affected by the Conrail Transaction who were denied protective benefits. As workers, our experience and understanding since implementation of this transaction is that Norfolk Southern does everything they possibly can to avoid the payment of protective benefits.

8. Finally, my reservations concerning the integrity, or lack thereof, of anything Norfolk Southern officials state is based on the obvious and outright lies stated by Norfolk Southern to gain approval of the Conrail Transaction.

Paul C. Weckmeister

9. In addition, especially when considering that NS has not identified any of the work they are allegedly transferring, along with their increasingly aggressive cost cutting measures which have been announced publicly in various forums where it appears they are cutting as many employees as possible, I have serious concerns that there will be no work available for me at the locations NS identifies. Further, I am seriously concerned that even if jobs may be available initially, as alleged by NS, they may very well be eliminated in the in the near future, especially when considering NS' actions in reducing employees.

10. I am currently 51 years old and have worked here at the shops in Altoona since 1974. I have deep family and other ties here in the Altoona area and fear uprooting these ties and disrupting my family, only to be told in a short period of time by Norfolk Southern, who obviously cannot be trusted, that again there is no work at a location that I may have the opportunity to transfer to.

Verification

I, Paul C. Weckmeister, verify that under penalty of perjury that I am a Carman employed by Norfolk Southern in Altoona, Pennsylvania, that I have read the foregoing document and its contents, and that the same is true and correct to the best of my knowledge and belief.

Executed on July 10, 2001

Paul C. Weckmeister

Paul C. Weckmeister

DECLARATION OF

Wayne Rabish

1. My name is Wayne Rabish. I am a Carman employed by Norfolk Southern in Altoona, Pennsylvania. I am a former employee of Consolidated Rail Corporation and was employed in Altoona during the years leading up to Norfolk Southern's acquisition of the Altoona shops (Hollidaysburg /Juniata) and split date, June 1, 1999.

2. As an employee of Conrail, subsequent to the announced merger of CSX and Conrail in 1996, and then the announced agreement between CSX and NS to acquire and divide Conrail's assets I had reason to be seriously concerned about my employment as a result of these proposed mergers. This concern resulted in my paying very close attention to what Norfolk Southern was saying with regard to the future of the shops in Altoona.

3. From October 1996, when the first merger between Conrail and CSX was announced through June 1, 1999, split date of the CSX/NS acquisition and division of Conrail, I personally read or was made aware of continuing commitments being made by Norfolk Southern with respect to the future of the shops in Altoona. I also read or was made aware of news paper advertisements taken out by NS, addressed to myself as a " stakeholder ", committing to the continued operation of both Hollidaysburg and Juniata shops, and the promotion of employment at these shops. In addition to numerous news articles and Norfolk Southern press releases, as time progressed towards the ultimate approval of the " Conrail Transaction " and then the actual takeover in June 1999, based on repeated news and other reports of commitments being made by Norfolk Southern with respect to the shops in Altoona, I had reason to be confident that my employment in Altoona, Pennsylvania, with Norfolk Southern was secure for years to come. In fact, based on Norfolk Southern's repeated commitments, I had reason to be confident that the work at the Altoona shops was going to grow, as well as employment levels. Based on what Norfolk Southern was telling everyone concerned, which was widespread public knowledge, I was quite confident concerning my employment.

4. Further, Norfolk Southern CEO David Goode, in a speech to us workers at Juniata Locomotive shop on June 01, 1999, acknowledged and reaffirmed the commitments NS made to the shops in Altoona, this time subsequent to the merger being approved, once again providing reassurances concerning employment for years to come.

Wayne Abish

5. Unfortunately however, this has changed with Norfolk Southern's announced plans to close the shops. Since Norfolk Southern's announced closing of Hollidaysburg, obviously I have had cause to closely follow all that has happened. In doing so, there are at least two things which stand out based on my knowledge of Norfolk Southern's commitments to continue operations at the shops in Altoona.

(a) That Norfolk Southern's planned closing of Hollidaysburg Car Shop completely contradicts repeated, firm commitments to continue operations at Hollidaysburg Car Shop, and (b) That Norfolk Southern is now attempting to assert that they merely stated aspirations, expectations or beliefs concerning the shops, which is completely false. To the contrary, as employees, we were repeatedly assured via the news, advertisements run by NS, NS publications, and the operating plan that NS made an unconditional commitment to continue operation of the shops and promote employment at the shops. In fact, throughout this process NS officials made frequent visits to the shops, holding meetings with the workers, again, during which time they repeatedly told employees of the commitment NS made to the shops, and that we, as workers had no reason to be concerned.

In view of Norfolk Southern's obvious attempts to renege on the clear promises they made to the workers at Hollidaysburg, I have now lost all trust in Norfolk Southern.

6. Also, with respect to what work is allegedly being transferred to other locations, I am not aware of any such work which is being transferred, and to my knowledge Norfolk Southern has not advised anyone of specifically what work is actually being transferred.

7. With regard to protective benefits, again, I have no reason to believe that Norfolk Southern is going to provide protective benefits. Beyond having no reason to trust Norfolk Southern, as it is obvious they cannot be trusted, with respect to protective benefits, I have become aware of numerous co-workers who have been adversely affected by the Conrail Transaction who were denied protective benefits. As workers, our experience and understanding since implementation of this transaction is that Norfolk Southern does everything they possibly can to avoid the payment of protective benefits.

8. Finally, my reservations concerning the integrity, or lack thereof, of anything Norfolk Southern officials state is based on the obvious and outright lies stated by Norfolk Southern to gain approval of the Conrail Transaction.

Wayne Rabish

9. In addition, especially when considering that NS has not identified any of the work they are allegedly transferring, along with their increasingly aggressive cost cutting measures which have been announced publicly in various forums where it appears they are cutting as many employees as possible, I have serious concerns that there will be no work available for me at the locations NS identifies. Further, I am seriously concerned that even if jobs may be available initially, as alleged by NS, they may very well be eliminated in the in the near future, especially when considering NS' actions in reducing employees.

10. I am currently 48 years old and have worked here at the shops in Altoona since 1972. I have deep family and other ties here in the Altoona area and fear uprooting these ties and disrupting my family, only to be told in a short period of time by Norfolk Southern, who obviously cannot be trusted, that again there is no work at a location that I may have the opportunity to transfer to.

Verification

I, Wayne Rabish, verify that under penalty of perjury that I am a Carman employed by Norfolk Southern in Altoona, Pennsylvania, that I have read the foregoing document and its contents, and that the same is true and correct to the best of my knowledge and belief.

Executed on July 11, 2001

Wayne Rabish
Wayne Rabish

DECLARATION OF MILTON B. GEIST

1. My name is Milton B. Geist. I am a Carman employed by Norfolk Southern in Altoona, Pennsylvania. I am a former employee of Consolidated Rail Corporation and was employed in Altoona during the years leading up to Norfolk Southern's acquisition of the Altoona shops (Hollidaysburg / Juniata) and split date, June 1, 1999.
2. As an employee of Conrail, subsequent to the announced merger of CSX and Conrail in 1996, and then the announced agreement between CSX and NS to acquire and divide Conrail's assets I had reason to be seriously concerned about my employment as a result of these proposed mergers. This concern resulted in my paying very close attention to what Norfolk Southern was saying with regard to the future of the shops in Altoona.
3. From October 1996, when the first merger between Conrail and CSX was announced through June 1, 1999, split date of the CSX/NS acquisition and division of Conrail, I personally read or was made aware of continuing commitments being made by Norfolk Southern with respect to the future of the shops in Altoona. I also read or was made aware of news paper advertisements taken out by NS, addressed to myself as a " stakeholder ", committing to the continued operation of both Hollidaysburg and Juniata shops, and the promotion of employment at these shops. In addition to numerous news articles and Norfolk Southern press releases, as time progressed towards the ultimate approval of the " Conrail Transaction " and then the actual takeover in June 1999, based on repeated news and other reports of commitments being made by Norfolk Southern with respect to the shops in Altoona, I had reason to be confident that my employment in Altoona, Pennsylvania, with Norfolk Southern was secure for years to come. In fact, based on Norfolk Southern's repeated commitments, I had reason to be confident that the work at the Altoona shops was going to grow, as well as employment levels. Based on what Norfolk Southern was telling everyone concerned, which was widespread public knowledge, I was quite confident concerning my employment.
4. Further, Norfolk Southern CEO David Goode, in a speech to us workers at Juniata Locomotive shop on June 01, 1999, acknowledged and reaffirmed the commitments NS made to the shops in Altoona, this time subsequent to the merger being approved, once again providing reassurances concerning employment for years to come.

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(a) That Norfolk Southern's planned closing of Hollidaysburg Car Shop completely contradicts repeated, firm commitments to continue operations at Hollidaysburg Car Shop, and (b) That Norfolk Southern is now attempting to assert that they merely stated aspirations, expectations or beliefs concerning the shops, which is completely false. To the contrary, as employees, we were repeatedly assured via the news, advertisements run by NS, NS publications, and the operating plan that NS made an unconditional commitment to continue operation of the shops and promote employment at the shops. In fact, throughout this process NS officials made frequent visits to the shops, holding meetings with the workers, again, during which time they repeatedly told employees of the commitment NS made to the shops, and that we, as workers had no reason to be concerned.

In view of Norfolk Southern's obvious attempts to renege on the clear promises they made to the workers at Hollidaysburg, I have now lost all trust in Norfolk Southern.

6. Also, with respect to what work is allegedly being transferred to other locations, I am not aware of any such work which is being transferred, and to my knowledge Norfolk Southern has not advised anyone of specifically what work is actually being transferred.

7. With regard to protective benefits, again, I have no reason to believe that Norfolk Southern is going to provide protective benefits. Beyond having no reason to trust Norfolk Southern, as it is obvious they cannot be trusted, with respect to protective benefits, I have become aware of numerous co-workers who have been adversely affected by the Conrail Transaction who were denied protective benefits. As workers, our experience and understanding since implementation of this transaction is that Norfolk Southern does everything they possibly can to avoid the payment of protective benefits.

8. Finally, my reservations concerning the integrity, or lack thereof, of anything Norfolk Southern officials state is based on the obvious and outright lies stated by Norfolk Southern to gain approval of the Conrail Transaction.

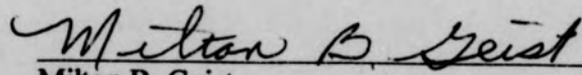
9. In addition, especially when considering that NS has not identified any of the work they are allegedly transferring, along with their increasingly aggressive cost cutting measures which have been announced publicly in various forums where it appears they are cutting as many employees as possible, I have serious concerns that there will be no work available for me at the locations NS identifies. Further, I am seriously concerned that even if jobs may be available initially, as alleged by NS, they may very well be eliminated in the in the near future, especially when considering NS' actions in reducing employees.

10. I am currently 63 years old and have worked here at the shops in Altoona since 1972. I have deep family and other ties here in the Altoona area and fear uprooting these ties and disrupting my family, only to be told in a short period of time by Norfolk Southern, who obviously cannot be trusted, that again there is no work at a location that I may have the opportunity to transfer to.

Verification

I, Milton B. Geist, verify that under penalty of perjury that I am a Carman employed by Norfolk Southern in Altoona, Pennsylvania, that I have read the foregoing document and its contents, and that the same is true and correct to the best of my knowledge and belief.

Executed on July 10, 2001


Milton B. Geist

DECLARATION OF JOHN A. BARRY

1. My name is John A. Barry. I am a Carman employed by Norfolk Southern in Altoona, Pennsylvania. I am a former employee of Consolidated Rail Corporation and was employed in Altoona during the years leading up to Norfolk Southern's acquisition of the Altoona shops (Hollidaysburg / Juniata) and split date, June 1, 1999.

2. As an employee of Conrail, subsequent to the announced merger of CSX and Conrail in 1996, and then the announced agreement between CSX and NS to acquire and divide Conrail's assets I had reason to be seriously concerned about my employment as a result of these proposed mergers. This concern resulted in my paying very close attention to what Norfolk Southern was saying with regard to the future of the shops in Altoona.

3. From October 1996, when the first merger between Conrail and CSX was announced through June 1, 1999, split date of the CSX/NS acquisition and division of Conrail, I personally read or was made aware of continuing commitments being made by Norfolk Southern with respect to the future of the shops in Altoona. I also read or was made aware of news paper advertisements taken out by NS, addressed to myself as a " stakeholder ", committing to the continued operation of both Hollidaysburg and Juniata shops, and the promotion of employment at these shops. In addition to numerous news articles and Norfolk Southern press releases, as time progressed towards the ultimate approval of the " Conrail Transaction " and then the actual takeover in June 1999, based on repeated news and other reports of commitments being made by Norfolk Southern with respect to the shops in Altoona, I had reason to be confident that my employment in Altoona, Pennsylvania, with Norfolk Southern was secure for years to come. In fact, based on Norfolk Southern's repeated commitments, I had reason to be confident that the work at the Altoona shops was going to grow, as well as employment levels. Based on what Norfolk Southern was telling everyone concerned, which was widespread public knowledge, I was quite confident concerning my employment.

4. Further, Norfolk Southern CEO David Goode, in a speech to us workers at Juniata Locomotive shop on June 01, 1999, acknowledged and reaffirmed the commitments NS made to the shops in Altoona, this time subsequent to the merger being approved, once again providing reassurances concerning employment for years to come.

5. Unfortunately however, this has changed with Norfolk Southern's announced plans to close the shops. Since Norfolk Southern's announced closing of Hollidaysburg, obviously I have had cause to closely follow all that has happened. In doing so, there are at least two things which stand out based on my knowledge of Norfolk Southern's commitments to continue operations at the shops in Altoona.

(a) That Norfolk Southern's planned closing of Hollidaysburg Car Shop completely contradicts repeated, firm commitments to continue operations at Hollidaysburg Car Shop, and (b) That Norfolk Southern is now attempting to assert that they merely stated aspirations, expectations or beliefs concerning the shops, which is completely false. To the contrary, as employees, we were repeatedly assured via the news, advertisements run by NS, NS publications, and the operating plan that NS made an unconditional commitment to continue operation of the shops and promote employment at the shops. In fact, throughout this process NS officials made frequent visits to the shops, holding meetings with the workers, again, during which time they repeatedly told employees of the commitment NS made to the shops, and that we, as workers had no reason to be concerned.

In view of Norfolk Southern's obvious attempts to renege on the clear promises they made to the workers at Hollidaysburg, I have now lost all trust in Norfolk Southern.

6. Also, with respect to what work is allegedly being transferred to other locations, I am not aware of any such work which is being transferred, and to my knowledge Norfolk Southern has not advised anyone of specifically what work is actually being transferred.

7. With regard to protective benefits, again, I have no reason to believe that Norfolk Southern is going to provide protective benefits. Beyond having no reason to trust Norfolk Southern, as it is obvious they cannot be trusted, with respect to protective benefits, I have become aware of numerous co-workers who have been adversely affected by the Conrail Transaction who were denied protective benefits. As workers, our experience and understanding since implementation of this transaction is that Norfolk Southern does everything they possibly can to avoid the payment of protective benefits.

8. Finally, my reservations concerning the integrity, or lack thereof, of anything Norfolk Southern officials state is based on the obvious and outright lies stated by Norfolk Southern to gain approval of the Conrail Transaction.

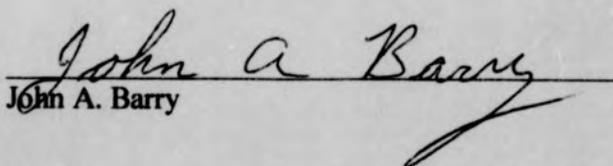
9. In addition, especially when considering that NS has not identified any of the work they are allegedly transferring, along with their increasingly aggressive cost cutting measures which have been announced publicly in various forums where it appears they are cutting as many employees as possible, I have serious concerns that there will be no work available for me at the locations NS identifies. Further, I am seriously concerned that even if jobs may be available initially, as alleged by NS, they may very well be eliminated in the in the near future, especially when considering NS' actions in reducing employees.

10. I am currently 53 years old and have worked here at the shops in Altoona since 1973. I have deep family and other ties here in the Altoona area and fear uprooting these ties and disrupting my family, only to be told in a short period of time by Norfolk Southern, who obviously cannot be trusted, that again there is no work at a location that I may have the opportunity to transfer to.

Verification

I, John A. Barry, verify that under penalty of perjury that I am a Carman employed by Norfolk Southern in Altoona, Pennsylvania, that I have read the foregoing document and its contents, and that the same is true and correct to the best of my knowledge and belief.

Executed on July 10, 2001


John A. Barry

DECLARATION OF John S Redinger

1. My name is John S Redinger. I am a Carman employed by Norfolk Southern in Altoona, Pennsylvania. I am a former employee of Consolidated Rail Corporation and was employed in Altoona during the years leading up to Norfolk Southern's acquisition of the Altoona shops (Hollidaysburg /Juniata) and split date, June 1, 1999.
2. As an employee of Conrail, subsequent to the announced merger of CSX and Conrail in 1996, and then the announced agreement between CSX and NS to acquire and divide Conrail's assets I had reason to be seriously concerned about my employment as a result of these proposed mergers. This concern resulted in my paying very close attention to what Norfolk Southern was saying with regard to the future of the shops in Altoona.
3. From October 1996, when the first merger between Conrail and CSX was announced through June 1, 1999, split date of the CSX/NS acquisition and division of Conrail, I personally read or was made aware of continuing commitments being made by Norfolk Southern with respect to the future of the shops in Altoona. I also read or was made aware of news paper advertisements taken out by NS, addressed to myself as a " stakeholder ", committing to the continued operation of both Hollidaysburg and Juniata shops, and the promotion of employment at these shops. In addition to numerous news articles and Norfolk Southern press releases, as time progressed towards the ultimate approval of the " Conrail Transaction " and then the actual takeover in June 1999, based on repeated news and other reports of commitments being made by Norfolk Southern with respect to the shops in Altoona, I had reason to be confident that my employment in Altoona, Pennsylvania, with Norfolk Southern was secure for years to come. In fact, based on Norfolk Southern's repeated commitments, I had reason to be confident that the work at the Altoona shops was going to grow, as well as employment levels. Based on what Norfolk Southern was telling everyone concerned, which was widespread public knowledge, I was quite confident concerning my employment.
4. Further, Norfolk Southern CEO David Goode, in a speech to us workers at Juniata Locomotive shop on June 01, 1999, acknowledged and reaffirmed the commitments NS made to the shops in Altoona, this time subsequent to the merger being approved, once again providing reassurances concerning employment for years to come.

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In view of Norfolk Southern's obvious attempts to renege on the clear promises they made to the workers at Hollidaysburg, I have now lost all trust in Norfolk Southern.

6. Also, with respect to what work is allegedly being transferred to other locations, I am not aware of any such work which is being transferred, and to my knowledge Norfolk Southern has not advised anyone of specifically what work is actually being transferred.

7. With regard to protective benefits, again, I have no reason to believe that Norfolk Southern is going to provide protective benefits. Beyond having no reason to trust Norfolk Southern, as it is obvious they cannot be trusted, with respect to protective benefits, I have become aware of numerous co-workers who have been adversely affected by the Conrail Transaction who were denied protective benefits. As workers, our experience and understanding since implementation of this transaction is that Norfolk Southern does everything they possibly can to avoid the payment of protective benefits.

8. Finally, my reservations concerning the integrity, or lack thereof, of anything Norfolk Southern officials state is based on the obvious and outright lies stated by Norfolk Southern to gain approval of the Conrail Transaction.

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10. I am currently 52 years old and have worked here at the shops in Altoona since 1973. I have deep family and other ties here in the Altoona area and fear uprooting these ties and disrupting my family, only to be told in a short period of time by Norfolk Southern, who obviously cannot be trusted, that again there is no work at a location that I may have the opportunity to transfer to.

Verification

I, John S Redinger, verify that under penalty of perjury that I am a Carman employed by Norfolk Southern in Altoona, Pennsylvania, that I have read the foregoing document and its contents, and that the same is true and correct to the best of my knowledge and belief.

Executed on July ____, 2001

John S Redinger
John S Redinger

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3 of 13

DECLARATION OF

TERRY L RAIBLE

1. My name is TERRY L. RAIBLE. I am a Carman employed by Norfolk Southern in Altoona, Pennsylvania. I am a former employee of Consolidated Rail Corporation and was employed in Altoona during the years leading up to Norfolk Southern's acquisition of the Altoona shops (Hollidaysburg /Juniata) and split date, June 1, 1999.

2. As an employee of Conrail, subsequent to the announced merger of CSX and Conrail in 1996, and then the announced agreement between CSX and NS to acquire and divide Conrail's assets I had reason to be seriously concerned about my employment as a result of these proposed mergers. This concern resulted in my paying very close attention to what Norfolk Southern was saying with regard to the future of the shops in Altoona.

3. From October 1996, when the first merger between Conrail and CSX was announced through June 1, 1999, split date of the CSX/NS acquisition and division of Conrail, I personally read or was made aware of continuing commitments being made by Norfolk Southern with respect to the future of the shops in Altoona. I also read or was made aware of news paper advertisements taken out by NS, addressed to myself as a " stakeholder ", committing to the continued operation of both Hollidaysburg and Juniata shops, and the promotion of employment at these shops. In addition to numerous news articles and Norfolk Southern press releases, as time progressed towards the ultimate approval of the " Conrail Transaction " and then the actual takeover in June 1999, based on repeated news and other reports of commitments being made by Norfolk Southern with respect to the shops in Altoona, I had reason to be confident that my employment in Altoona, Pennsylvania, with Norfolk Southern was secure for years to come. In fact, based on Norfolk Southern's repeated commitments, I had reason to be confident that the work at the Altoona shops was going to grow, as well as employment levels. Based on what Norfolk Southern was telling everyone concerned, which was widespread public knowledge, I was quite confident concerning my employment.

4. Further, Norfolk Southern CEO David Goode, in a speech to us workers at Juniata Locomotive shop on June 01, 1999, acknowledged and reaffirmed the commitments NS made to the shops in Altoona, this time subsequent to the merger being approved, once again providing reassurances concerning employment for years to come.

5. Unfortunately however, this has changed with Norfolk Southern's announced plans to close the shops. Since Norfolk Southern's announced closing of Hollidaysburg, obviously I have had cause to closely follow all that has happened. In doing so, there are at least two things which stand out based on my knowledge of Norfolk Southern's commitments to continue operations at the shops in Altoona.

(a) That Norfolk Southern's planned closing of Hollidaysburg Car Shop completely contradicts repeated, firm commitments to continue operations at Hollidaysburg Car Shop, and (b) That Norfolk Southern is now attempting to assert that they merely stated aspirations, expectations or beliefs concerning the shops, which is completely false. To the contrary, as employees, we were repeatedly assured via the news, advertisements run by NS, NS publications, and the operating plan that NS made an unconditional commitment to continue operation of the shops and promote employment at the shops. In fact, throughout this process NS officials made frequent visits to the shops, holding meetings with the workers, again, during which time they repeatedly told employees of the commitment NS made to the shops, and that we, as workers had no reason to be concerned.

In view of Norfolk Southern's obvious attempts to renege on the clear promises they made to the workers at Hollidaysburg, I have now lost all trust in Norfolk Southern.

6. Also, with respect to what work is allegedly being transferred to other locations, I am not aware of any such work which is being transferred, and to my knowledge Norfolk Southern has not advised anyone of specifically what work is actually being transferred.

7. With regard to protective benefits, again, I have no reason to believe that Norfolk Southern is going to provide protective benefits. Beyond having no reason to trust Norfolk Southern, as it is obvious they cannot be trusted, with respect to protective benefits, I have become aware of numerous co-workers who have been adversely affected by the Conrail Transaction who were denied protective benefits. As workers, our experience and understanding since implementation of this transaction is that Norfolk Southern does everything they possibly can to avoid the payment of protective benefits.

8. Finally, my reservations concerning the integrity, or lack thereof, of anything Norfolk Southern officials state is based on the obvious and outright lies stated by Norfolk Southern to gain approval of the Conrail Transaction.

TERRY L. RAIBLE

9. In addition, especially when considering that NS has not identified any of the work they are allegedly transferring, along with their increasingly aggressive cost cutting measures which have been announced publicly in various forums where it appears they are cutting as many employees as possible, I have serious concerns that there will be no work available for me at the locations NS identifies. Further, I am seriously concerned that even if jobs may be available initially, as alleged by NS, they may very well be eliminated in the in the near future, especially when considering NS' actions in reducing employees.

10. I am currently 53 years old and have worked here at the shops in Altoona since 1976. I have deep family and other ties here in the Altoona area and fear uprooting these ties and disrupting my family, only to be told in a short period of time by Norfolk Southern, who obviously cannot be trusted, that again there is no work at a location that I may have the opportunity to transfer to.

Verification

I, TERRY L. RAIBLE, verify that under penalty of perjury that I am a Carman employed by Norfolk Southern in Altoona, Pennsylvania, that I have read the foregoing document and its contents, and that the same is true and correct to the best of my knowledge and belief.

Executed on July 10, 2001

TERRY L. RAIBLE
Terry L. Raible

DECLARATION OF

Philip N. Chamberlain

1. My name is Philip N. Chamberlain. I am a Carman employed by Norfolk Southern in Altoona, Pennsylvania. I am a former employee of Consolidated Rail Corporation and was employed in Altoona during the years leading up to Norfolk Southern's acquisition of the Altoona shops (Hollidaysburg /Juniata) and split date, June 1, 1999.

2. As an employee of Conrail, subsequent to the announced merger of CSX and Conrail in 1996, and then the announced agreement between CSX and NS to acquire and divide Conrail's assets I had reason to be seriously concerned about my employment as a result of these proposed mergers. This concern resulted in my paying very close attention to what Norfolk Southern was saying with regard to the future of the shops in Altoona.

3. From October 1996, when the first merger between Conrail and CSX was announced through June 1, 1999, split date of the CSX/NS acquisition and division of Conrail, I personally read or was made aware of continuing commitments being made by Norfolk Southern with respect to the future of the shops in Altoona. I also read or was made aware of news paper advertisements taken out by NS, addressed to myself as a " stakeholder ", committing to the continued operation of both Hollidaysburg and Juniata shops, and the promotion of employment at these shops. In addition to numerous news articles and Norfolk Southern press releases, as time progressed towards the ultimate approval of the " Conrail Transaction " and then the actual takeover in June 1999, based on repeated news and other reports of commitments being made by Norfolk Southern with respect to the shops in Altoona, I had reason to be confident that my employment in Altoona, Pennsylvania, with Norfolk Southern was secure for years to come. In fact, based on Norfolk Southern's repeated commitments, I had reason to be confident that the work at the Altoona shops was going to grow, as well as employment levels. Based on what Norfolk Southern was telling everyone concerned, which was widespread public knowledge, I was quite confident concerning my employment.

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In view of Norfolk Southern's obvious attempts to renege on the clear promises they made to the workers at Hollidaysburg, I have now lost all trust in Norfolk Southern.

6. Also, with respect to what work is allegedly being transferred to other locations, I am not aware of any such work which is being transferred, and to my knowledge Norfolk Southern has not advised anyone of specifically what work is actually being transferred.

7. With regard to protective benefits, again, I have no reason to believe that Norfolk Southern is going to provide protective benefits. Beyond having no reason to trust Norfolk Southern, as it is obvious they cannot be trusted, with respect to protective benefits, I have become aware of numerous co-workers who have been adversely affected by the Conrail Transaction who were denied protective benefits. As workers, our experience and understanding since implementation of this transaction is that Norfolk Southern does everything they possibly can to avoid the payment of protective benefits.

8. Finally, my reservations concerning the integrity, or lack thereof, of anything Norfolk Southern officials state is based on the obvious and outright lies stated by Norfolk Southern to gain approval of the Conrail Transaction.

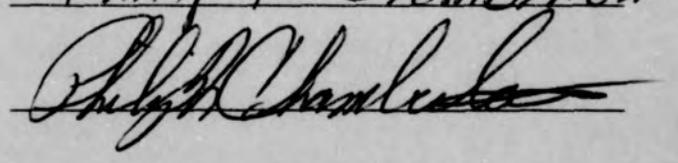
9. In addition, especially when considering that NS has not identified any of the work they are allegedly transferring, along with their increasingly aggressive cost cutting measures which have been announced publicly in various forums where it appears they are cutting as many employees as possible, I have serious concerns that there will be no work available for me at the locations NS identifies. Further, I am seriously concerned that even if jobs may be available initially, as alleged by NS, they may very well be eliminated in the in the near future, especially when considering NS' actions in reducing employees.

10. I am currently 48 years old and have worked here at the shops in Altoona since 1975. I have deep family and other ties here in the Altoona area and fear uprooting these ties and disrupting my family, only to be told in a short period of time by Norfolk Southern, who obviously cannot be trusted, that again there is no work at a location that I may have the opportunity to transfer to.

Verification

I, Philip N. Chamberlain, verify that under penalty of perjury that I am a Carman employed by Norfolk Southern in Altoona, Pennsylvania, that I have read the foregoing document and its contents, and that the same is true and correct to the best of my knowledge and belief.

Executed on July 10, 2001

Philip N. Chamberlain


DECLARATION OF S. A. KORTE

1. My name is S. A. KORTE. I am a Carman employed by Norfolk Southern in Altoona, Pennsylvania. I am a former employee of Consolidated Rail Corporation and was employed in Altoona during the years leading up to Norfolk Southern's acquisition of the Altoona shops (Hollidaysburg /Juniata) and split date, June 1, 1999.

2. As an employee of Conrail, subsequent to the announced merger of CSX and Conrail in 1996, and then the announced agreement between CSX and NS to acquire and divide Conrail's assets I had reason to be seriously concerned about my employment as a result of these proposed mergers. This concern resulted in my paying very close attention to what Norfolk Southern was saying with regard to the future of the shops in Altoona.

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(a) That Norfolk Southern's planned closing of Hollidaysburg Car Shop completely contradicts repeated, firm commitments to continue operations at Hollidaysburg Car Shop, and (b) That Norfolk Southern is now attempting to assert that they merely stated aspirations, expectations or beliefs concerning the shops, which is completely false. To the contrary, as employees, we were repeatedly assured via the news, advertisements run by NS, NS publications, and the operating plan that NS made an unconditional commitment to continue operation of the shops and promote employment at the shops. In fact, throughout this process NS officials made frequent visits to the shops, holding meetings with the workers, again, during which time they repeatedly told employees of the commitment NS made to the shops, and that we, as workers had no reason to be concerned.

In view of Norfolk Southern's obvious attempts to renege on the clear promises they made to the workers at Hollidaysburg, I have now lost all trust in Norfolk Southern.

6. Also, with respect to what work is allegedly being transferred to other locations, I am not aware of any such work which is being transferred, and to my knowledge Norfolk Southern has not advised anyone of specifically what work is actually being transferred.

7. With regard to protective benefits, again, I have no reason to believe that Norfolk Southern is going to provide protective benefits. Beyond having no reason to trust Norfolk Southern, as it is obvious they cannot be trusted, with respect to protective benefits, I have become aware of numerous co-workers who have been adversely affected by the Conrail Transaction who were denied protective benefits. As workers, our experience and understanding since implementation of this transaction is that Norfolk Southern does everything they possibly can to avoid the payment of protective benefits.

8. Finally, my reservations concerning the integrity, or lack thereof, of anything Norfolk Southern officials state is based on the obvious and outright lies stated by Norfolk Southern to gain approval of the Conrail Transaction.

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10. I am currently 49 years old and have worked here at the shops in Altoona since 74. I have deep family and other ties here in the Altoona area and fear uprooting these ties and disrupting my family, only to be told in a short period of time by Norfolk Southern, who obviously cannot be trusted, that again there is no work at a location that I may have the opportunity to transfer to.

Verification

I, S. A. KORTE, verify that under penalty of perjury that I am a Carman employed by Norfolk Southern in Altoona, Pennsylvania, that I have read the foregoing document and its contents, and that the same is true and correct to the best of my knowledge and belief.

Executed on July 10, 2001

S. A. KORTE
S. A. Korte

DECLARATION OF LYNN H PERRY

1. My name is LYNN H PERRY. I am a Carman employed by Norfolk Southern in Altoona, Pennsylvania. I am a former employee of Consolidated Rail Corporation and was employed in Altoona during the years leading up to Norfolk Southern's acquisition of the Altoona shops (Hollidaysburg /Juniata) and split date, June 1, 1999.

2. As an employee of Conrail, subsequent to the announced merger of CSX and Conrail in 1996, and then the announced agreement between CSX and NS to acquire and divide Conrail's assets I had reason to be seriously concerned about my employment as a result of these proposed mergers. This concern resulted in my paying very close attention to what Norfolk Southern was saying with regard to the future of the shops in Altoona.

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In view of Norfolk Southern's obvious attempts to renege on the clear promises they made to the workers at Hollidaysburg, I have now lost all trust in Norfolk Southern.

6. Also, with respect to what work is allegedly being transferred to other locations, I am not aware of any such work which is being transferred, and to my knowledge Norfolk Southern has not advised anyone of specifically what work is actually being transferred.

7. With regard to protective benefits, again, I have no reason to believe that Norfolk Southern is going to provide protective benefits. Beyond having no reason to trust Norfolk Southern, as it is obvious they cannot be trusted, with respect to protective benefits, I have become aware of numerous co-workers who have been adversely affected by the Conrail Transaction who were denied protective benefits. As workers, our experience and understanding since implementation of this transaction is that Norfolk Southern does everything they possibly can to avoid the payment of protective benefits.

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10. I am currently 52 years old and have worked here at the shops in Altoona since 74. I have deep family and other ties here in the Altoona area and fear uprooting these ties and disrupting my family, only to be told in a short period of time by Norfolk Southern, who obviously cannot be trusted, that again there is no work at a location that I may have the opportunity to transfer to.

Verification

I, LYNN H PERRY, verify that under penalty of perjury that I am a Carman employed by Norfolk Southern in Altoona, Pennsylvania, that I have read the foregoing document and its contents, and that the same is true and correct to the best of my knowledge and belief.

Executed on July 10, 2001

LYNN H PERRY
Lynn H Perry

DECLARATION OF RALPH R. LUCIANO

1. My name is RALPH R. LUCIANO. I am a Carman employed by Norfolk Southern in Altoona, Pennsylvania. I am a former employee of Consolidated Rail Corporation and was employed in Altoona during the years leading up to Norfolk Southern's acquisition of the Altoona shops (Hollidaysburg /Juniata) and split date, June 1, 1999.

2. As an employee of Conrail, subsequent to the announced merger of CSX and Conrail in 1996, and then the announced agreement between CSX and NS to acquire and divide Conrail's assets I had reason to be seriously concerned about my employment as a result of these proposed mergers. This concern resulted in my paying very close attention to what Norfolk Southern was saying with regard to the future of the shops in Altoona.

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Verification

I, RALPH R. LUCIANO, verify that under penalty of perjury that I am a Carman employed by Norfolk Southern in Altoona, Pennsylvania, that I have read the foregoing document and its contents, and that the same is true and correct to the best of my knowledge and belief.

Executed on July 10, 2001

RALPH R. LUCIANO
Ralph R. Luciano

DECLARATION OF CALVIN E. CRUIS

1. My name is Calvin E. Cruis. I am a Carman employed by Norfolk Southern in Altoona, Pennsylvania. I am a former employee of Consolidated Rail Corporation and was employed in Altoona during the years leading up to Norfolk Southern's acquisition of the Altoona shops (Hollidaysburg / Juniata) and split date, June 1, 1999.
2. As an employee of Conrail, subsequent to the announced merger of CSX and Conrail in 1996, and then the announced agreement between CSX and NS to acquire and divide Conrail's assets I had reason to be seriously concerned about my employment as a result of these proposed mergers. This concern resulted in my paying very close attention to what Norfolk Southern was saying with regard to the future of the shops in Altoona.
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4. Further, Norfolk Southern CEO David Goode, in a speech to us workers at Juniata Locomotive shop on June 01, 1999, acknowledged and reaffirmed the commitments NS made to the shops in Altoona, this time subsequent to the merger being approved, once again providing reassurances concerning employment for years to come.

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In view of Norfolk Southern's obvious attempts to renege on the clear promises they made to the workers at Hollidaysburg, I have now lost all trust in Norfolk Southern.

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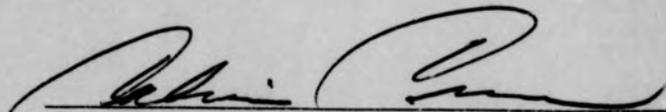
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10. I am currently 58 years old and have worked here at the shops in Altoona since 1975. I have deep family and other ties here in the Altoona area and fear uprooting these ties and disrupting my family, only to be told in a short period of time by Norfolk Southern, who obviously cannot be trusted, that again there is no work at a location that I may have the opportunity to transfer to.

Verification

I, Calvin E. Cruis, verify that under penalty of perjury that I am a Carman employed by Norfolk Southern in Altoona, Pennsylvania, that I have read the foregoing document and its contents, and that the same is true and correct to the best of my knowledge and belief.

Executed on July 10, 2001


Calvin E. Cruis

DECLARATION OF John H Gibson

1. My name is John H Gibson. I am a Carman employed by Norfolk Southern in Altoona, Pennsylvania. I am a former employee of Consolidated Rail Corporation and was employed in Altoona during the years leading up to Norfolk Southern's acquisition of the Altoona shops (Hollidaysburg /Juniata) and split date, June 1, 1999.

2. As an employee of Conrail, subsequent to the announced merger of CSX and Conrail in 1996, and then the announced agreement between CSX and NS to acquire and divide Conrail's assets I had reason to be seriously concerned about my employment as a result of these proposed mergers. This concern resulted in my paying very close attention to what Norfolk Southern was saying with regard to the future of the shops in Altoona.

3. From October 1996, when the first merger between Conrail and CSX was announced through June 1, 1999, split date of the CSX/NS acquisition and division of Conrail, I personally read or was made aware of continuing commitments being made by Norfolk Southern with respect to the future of the shops in Altoona. I also read or was made aware of news paper advertisements taken out by NS, addressed to myself as a " stakeholder ", committing to the continued operation of both Hollidaysburg and Juniata shops, and the promotion of employment at these shops. In addition to numerous news articles and Norfolk Southern press releases, as time progressed towards the ultimate approval of the " Conrail Transaction " and then the actual takeover in June 1999, based on repeated news and other reports of commitments being made by Norfolk Southern with respect to the shops in Altoona, I had reason to be confident that my employment in Altoona, Pennsylvania, with Norfolk Southern was secure for years to come. In fact, based on Norfolk Southern's repeated commitments, I had reason to be confident that the work at the Altoona shops was going to grow, as well as employment levels. Based on what Norfolk Southern was telling everyone concerned, which was widespread public knowledge, I was quite confident concerning my employment.

4. Further, Norfolk Southern CEO David Goode, in a speech to us workers at Juniata Locomotive shop on June 01, 1999, acknowledged and reaffirmed the commitments NS made to the shops in Altoona, this time subsequent to the merger being approved, once again providing reassurances concerning employment for years to come.

5. Unfortunately however, this has changed with Norfolk Southern's announced plans to close the shops. Since Norfolk Southern's announced closing of Hollidaysburg, obviously I have had cause to closely follow all that has happened. In doing so, there are at least two things which stand out based on my knowledge of Norfolk Southern's commitments to continue operations at the shops in Altoona.

(a) That Norfolk Southern's planned closing of Hollidaysburg Car Shop completely contradicts repeated, firm commitments to continue operations at Hollidaysburg Car Shop, and (b) That Norfolk Southern is now attempting to assert that they merely stated aspirations, expectations or beliefs concerning the shops, which is completely false. To the contrary, as employees, we were repeatedly assured via the news, advertisements run by NS, NS publications, and the operating plan that NS made an unconditional commitment to continue operation of the shops and promote employment at the shops. In fact, throughout this process NS officials made frequent visits to the shops, holding meetings with the workers, again, during which time they repeatedly told employees of the commitment NS made to the shops, and that we, as workers had no reason to be concerned.

In view of Norfolk Southern's obvious attempts to renege on the clear promises they made to the workers at Hollidaysburg, I have now lost all trust in Norfolk Southern.

6. Also, with respect to what work is allegedly being transferred to other locations, I am not aware of any such work which is being transferred, and to my knowledge Norfolk Southern has not advised anyone of specifically what work is actually being transferred.

7. With regard to protective benefits, again, I have no reason to believe that Norfolk Southern is going to provide protective benefits. Beyond having no reason to trust Norfolk Southern, as it is obvious they cannot be trusted, with respect to protective benefits, I have become aware of numerous co-workers who have been adversely affected by the Conrail Transaction who were denied protective benefits. As workers, our experience and understanding since implementation of this transaction is that Norfolk Southern does everything they possibly can to avoid the payment of protective benefits.

8. Finally, my reservations concerning the integrity, or lack thereof, of anything Norfolk Southern officials state is based on the obvious and outright lies stated by Norfolk Southern to gain approval of the Conrail Transaction.

9. In addition, especially when considering that NS has not identified any of the work they are allegedly transferring, along with their increasingly aggressive cost cutting measures which have been announced publicly in various forums where it appears they are cutting as many employees as possible, I have serious concerns that there will be no work available for me at the locations NS identifies. Further, I am seriously concerned that even if jobs may be available initially, as alleged by NS, they may very well be eliminated in the in the near future, especially when considering NS' actions in reducing employees.

10. I am currently 57 years old and have worked here at the shops in Altoona since 74. I have deep family and other ties here in the Altoona area and fear uprooting these ties and disrupting my family, only to be told in a short period of time by Norfolk Southern, who obviously cannot be trusted, that again there is no work at a location that I may have the opportunity to transfer to.

Verification

I, John H Gibson, verify that under penalty of perjury that I am a Carman employed by Norfolk Southern in Altoona, Pennsylvania, that I have read the foregoing document and its contents, and that the same is true and correct to the best of my knowledge and belief.

Executed on July 10, 2001

John H Gibson
John H Gibson

DECLARATION OF Bradley M. Reese

1. My name is Bradley M. Reese. I am a Carman employed by Norfolk Southern in Altoona, Pennsylvania. I am a former employee of Consolidated Rail Corporation and was employed in Altoona during the years leading up to Norfolk Southern's acquisition of the Altoona shops (Hollidaysburg /Juniata) and split date, June 1, 1999.
2. As an employee of Conrail, subsequent to the announced merger of CSX and Conrail in 1996, and then the announced agreement between CSX and NS to acquire and divide Conrail's assets I had reason to be seriously concerned about my employment as a result of these proposed mergers. This concern resulted in my paying very close attention to what Norfolk Southern was saying with regard to the future of the shops in Altoona.
3. From October 1996, when the first merger between Conrail and CSX was announced through June 1, 1999, split date of the CSX/NS acquisition and division of Conrail, I personally read or was made aware of continuing commitments being made by Norfolk Southern with respect to the future of the shops in Altoona. I also read or was made aware of news paper advertisements taken out by NS, addressed to myself as a " stakeholder ", committing to the continued operation of both Hollidaysburg and Juniata shops, and the promotion of employment at these shops. In addition to numerous news articles and Norfolk Southern press releases, as time progressed towards the ultimate approval of the " Conrail Transaction " and then the actual takeover in June 1999, based on repeated news and other reports of commitments being made by Norfolk Southern with respect to the shops in Altoona, I had reason to be confident that my employment in Altoona, Pennsylvania with Norfolk Southern was secure for years to come. In fact, based on Norfolk Southern's repeated commitments, I had reason to be confident that the work at the Altoona shops was going to grow, as well as employment levels. Based on what Norfolk Southern was telling everyone concerned, which was widespread public knowledge, I was quite confident concerning my employment.
4. Further, Norfolk Southern CEO David Goode, in a speech to us workers at Juniata Locomotive shop on June 01, 1999, acknowledged and reaffirmed the commitments NS made to the shops in Altoona, this time subsequent to the merger being approved, once again providing reassurances concerning employment for years to come.

5. Unfortunately however, this has changed with Norfolk Southern's announced plans to close the shops. Since Norfolk Southern's announced closing of Hollidaysburg, obviously I have had cause to closely follow all that has happened. In doing so, there are at least two things which stand out based on my knowledge of Norfolk Southern's commitments to continue operations at the shops in Altoona.

(a) That Norfolk Southern's planned closing of Hollidaysburg Car Shop completely contradicts repeated, firm commitments to continue operations at Hollidaysburg Car Shop, and (b) That Norfolk Southern is now attempting to assert that they merely stated aspirations, expectations or beliefs concerning the shops, which is completely false. To the contrary, as employees, we were repeatedly assured via the news, advertisements run by NS, NS publications, and the operating plan that NS made an unconditional commitment to continue operation of the shops and promote employment at the shops. In fact, throughout this process NS officials made frequent visits to the shops, holding meetings with the workers, again, during which time they repeatedly told employees of the commitment NS made to the shops, and that we, as workers had no reason to be concerned.

In view of Norfolk Southern's obvious attempts to renege on the clear promises they made to the workers at Hollidaysburg, I have now lost all trust in Norfolk Southern.

6. Also, with respect to what work is allegedly being transferred to other locations, I am not aware of any such work which is being transferred, and to my knowledge Norfolk Southern has not advised anyone of specifically what work is actually being transferred.

7. With regard to protective benefits, again, I have no reason to believe that Norfolk Southern is going to provide protective benefits. Beyond having no reason to trust Norfolk Southern, as it is obvious they cannot be trusted, with respect to protective benefits, I have become aware of numerous co-workers who have been adversely affected by the Conrail Transaction who were denied protective benefits. As workers, our experience and understanding since implementation of this transaction is that Norfolk Southern does everything they possibly can to avoid the payment of protective benefits.

8. Finally, my reservations concerning the integrity, or lack thereof, of anything Norfolk Southern officials state is based on the obvious and outright lies stated by Norfolk Southern to gain approval of the Conrail Transaction.

9. In addition, especially when considering that NS has not identified any of the work they are allegedly transferring, along with their increasingly aggressive cost cutting measures which have been announced publicly in various forums where it appears they are cutting as many employees as possible, I have serious concerns that there will be no work available for me at the locations NS identifies. Further, I am seriously concerned that even if jobs may be available initially, as alleged by NS, they may very well be eliminated in the in the near future, especially when considering NS' actions in reducing employees.

10. I am currently 46 years old and have worked here at the shops in Altoona since 8/72. I have deep family and other ties here in the Altoona area and fear uprooting these ties and disrupting my family, only to be told in a short period of time by Norfolk Southern, who obviously cannot be trusted, that again there is no work at a location that I may have the opportunity to transfer to.

Verification

I, Bradley M. Reese, verify that under penalty of perjury that I am a Carman employed by Norfolk Southern in Altoona, Pennsylvania, that I have read the foregoing document and its contents, and that the same is true and correct to the best of my knowledge and belief.

Executed on July 10, 2001

Bradley M. Reese

Bradley M. Reese

DECLARATION OF BOYD A. DUNN

1. My name is Boyd A. Dunn. I am a Carman employed by Norfolk Southern in Altoona, Pennsylvania. I am a former employee of Consolidated Rail Corporation and was employed in Altoona during the years leading up to Norfolk Southern's acquisition of the Altoona shops (Hollidaysburg / Juniata) and split date, June 1, 1999.
2. As an employee of Conrail, subsequent to the announced merger of CSX and Conrail in 1996, and then the announced agreement between CSX and NS to acquire and divide Conrail's assets I had reason to be seriously concerned about my employment as a result of these proposed mergers. This concern resulted in my paying very close attention to what Norfolk Southern was saying with regard to the future of the shops in Altoona.
3. From October 1996, when the first merger between Conrail and CSX was announced through June 1, 1999, split date of the CSX/NS acquisition and division of Conrail, I personally read or was made aware of continuing commitments being made by Norfolk Southern with respect to the future of the shops in Altoona. I also read or was made aware of news paper advertisements taken out by NS, addressed to myself as a " stakeholder ", committing to the continued operation of both Hollidaysburg and Juniata shops, and the promotion of employment at these shops. In addition to numerous news articles and Norfolk Southern press releases, as time progressed towards the ultimate approval of the " Conrail Transaction " and then the actual takeover in June 1999, based on repeated news and other reports of commitments being made by Norfolk Southern with respect to the shops in Altoona, I had reason to be confident that my employment in Altoona, Pennsylvania, with Norfolk Southern was secure for years to come. In fact, based on Norfolk Southern's repeated commitments, I had reason to be confident that the work at the Altoona shops was going to grow, as well as employment levels. Based on what Norfolk Southern was telling everyone concerned, which was widespread public knowledge, I was quite confident concerning my employment.
4. Further, Norfolk Southern CEO David Goode, in a speech to us workers at Juniata Locomotive shop on June 01, 1999, acknowledged and reaffirmed the commitments NS made to the shops in Altoona, this time subsequent to the merger being approved, once again providing reassurances concerning employment for years to come.

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(a) That Norfolk Southern's planned closing of Hollidaysburg Car Shop completely contradicts repeated, firm commitments to continue operations at Hollidaysburg Car Shop, and (b) That Norfolk Southern is now attempting to assert that they merely stated aspirations, expectations or beliefs concerning the shops, which is completely false. To the contrary, as employees, we were repeatedly assured via the news, advertisements run by NS, NS publications, and the operating plan that NS made an unconditional commitment to continue operation of the shops and promote employment at the shops. In fact, throughout this process NS officials made frequent visits to the shops, holding meetings with the workers, again, during which time they repeatedly told employees of the commitment NS made to the shops, and that we, as workers had no reason to be concerned.

In view of Norfolk Southern's obvious attempts to renege on the clear promises they made to the workers at Hollidaysburg, I have now lost all trust in Norfolk Southern.

6. Also, with respect to what work is allegedly being transferred to other locations, I am not aware of any such work which is being transferred, and to my knowledge Norfolk Southern has not advised anyone of specifically what work is actually being transferred.

7. With regard to protective benefits, again, I have no reason to believe that Norfolk Southern is going to provide protective benefits. Beyond having no reason to trust Norfolk Southern, as it is obvious they cannot be trusted, with respect to protective benefits, I have become aware of numerous co-workers who have been adversely affected by the Conrail Transaction who were denied protective benefits. As workers, our experience and understanding since implementation of this transaction is that Norfolk Southern does everything they possibly can to avoid the payment of protective benefits.

8. Finally, my reservations concerning the integrity, or lack thereof, of anything Norfolk Southern officials state is based on the obvious and outright lies stated by Norfolk Southern to gain approval of the Conrail Transaction.

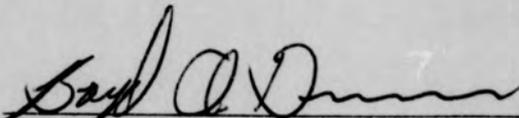
9. In addition, especially when considering that NS has not identified any of the work they are allegedly transferring, along with their increasingly aggressive cost cutting measures which have been announced publicly in various forums where it appears they are cutting as many employees as possible, I have serious concerns that there will be no work available for me at the locations NS identifies. Further, I am seriously concerned that even if jobs may be available initially, as alleged by NS, they may very well be eliminated in the in the near future, especially when considering NS' actions in reducing employees.

10. I am currently 53 years old and have worked here at the shops in Altoona since 1973. I have deep family and other ties here in the Altoona area and fear uprooting these ties and disrupting my family, only to be told in a short period of time by Norfolk Southern, who obviously cannot be trusted, that again there is no work at a location that I may have the opportunity to transfer to.

Verification

I, Boyd A. Dunn, verify that under penalty of perjury that I am a Carman employed by Norfolk Southern in Altoona, Pennsylvania, that I have read the foregoing document and its contents, and that the same is true and correct to the best of my knowledge and belief.

Executed on July 10, 2001


Boyd A. Dunn

DECLARATION OF O.G. hanger

1. My name is O.G. hanger. I am a Carman employed by Norfolk Southern in Altoona, Pennsylvania. I am a former employee of Consolidated Rail Corporation and was employed in Altoona during the years leading up to Norfolk Southern's acquisition of the Altoona shops (Hollidaysburg /Juniata) and split date, June 1, 1999.

2. As an employee of Conrail, subsequent to the announced merger of CSX and Conrail in 1996, and then the announced agreement between CSX and NS to acquire and divide Conrail's assets I had reason to be seriously concerned about my employment as a result of these proposed mergers. This concern resulted in my paying very close attention to what Norfolk Southern was saying with regard to the future of the shops in Altoona.

3. From October 1996, when the first merger between Conrail and CSX was announced through June 1, 1999, split date of the CSX/NS acquisition and division of Conrail, I personally read or was made aware of continuing commitments being made by Norfolk Southern with respect to the future of the shops in Altoona. I also read or was made aware of news paper advertisements taken out by NS, addressed to myself as a " stakeholder ", committing to the continued operation of both Hollidaysburg and Juniata shops, and the promotion of employment at these shops. In addition to numerous news articles and Norfolk Southern press releases, as time progressed towards the ultimate approval of the " Conrail Transaction " and then the actual takeover in June 1999, based on repeated news and other reports of commitments being made by Norfolk Southern with respect to the shops in Altoona, I had reason to be confident that my employment in Altoona, Pennsylvania, with Norfolk Southern was secure for years to come. In fact, based on Norfolk Southern's repeated commitments, I had reason to be confident that the work at the Altoona shops was going to grow, as well as employment levels. Based on what Norfolk Southern was telling everyone concerned, which was widespread public knowledge, I was quite confident concerning my employment.

4. Further, Norfolk Southern CEO David Goode, in a speech to us workers at Juniata Locomotive shop on June 01, 1999, acknowledged and reaffirmed the commitments NS made to the shops in Altoona, this time subsequent to the merger being approved, once again providing reassurances concerning employment for years to come.

5. Unfortunately however, this has changed with Norfolk Southern's announced plans to close the shops. Since Norfolk Southern's announced closing of Hollidaysburg, obviously I have had cause to closely follow all that has happened. In doing so, there are at least two things which stand out based on my knowledge of Norfolk Southern's commitments to continue operations at the shops in Altoona.

(a) That Norfolk Southern's planned closing of Hollidaysburg Car Shop completely contradicts repeated, firm commitments to continue operations at Hollidaysburg Car Shop, and (b) That Norfolk Southern is now attempting to assert that they merely stated aspirations, expectations or beliefs concerning the shops, which is completely false. To the contrary, as employees, we were repeatedly assured via the news, advertisements run by NS, NS publications, and the operating plan that NS made an unconditional commitment to continue operation of the shops and promote employment at the shops. In fact, throughout this process NS officials made frequent visits to the shops, holding meetings with the workers, again, during which time they repeatedly told employees of the commitment NS made to the shops, and that we, as workers had no reason to be concerned.

In view of Norfolk Southern's obvious attempts to renege on the clear promises they made to the workers at Hollidaysburg, I have now lost all trust in Norfolk Southern.

6. Also, with respect to what work is allegedly being transferred to other locations, I am not aware of any such work which is being transferred, and to my knowledge Norfolk Southern has not advised anyone of specifically what work is actually being transferred.

7. With regard to protective benefits, again, I have no reason to believe that Norfolk Southern is going to provide protective benefits. Beyond having no reason to trust Norfolk Southern, as it is obvious they cannot be trusted, with respect to protective benefits, I have become aware of numerous co-workers who have been adversely affected by the Conrail Transaction who were denied protective benefits. As workers, our experience and understanding since implementation of this transaction is that Norfolk Southern does everything they possibly can to avoid the payment of protective benefits.

8. Finally, my reservations concerning the integrity, or lack thereof, of anything Norfolk Southern officials state is based on the obvious and outright lies stated by Norfolk Southern to gain approval of the Conrail Transaction.

9. In addition, especially when considering that NS has not identified any of the work they are allegedly transferring, along with their increasingly aggressive cost cutting measures which have been announced publicly in various forums where it appears they are cutting as many employees as possible, I have serious concerns that there will be no work available for me at the locations NS identifies. Further, I am seriously concerned that even if jobs may be available initially, as alleged by NS, they may very well be eliminated in the in the near future, especially when considering NS' actions in reducing employees.

10. I am currently 46 years old and have worked here at the shops in Altoona since 1975. I have deep family and other ties here in the Altoona area and fear uprooting these ties and disrupting my family, only to be told in a short period of time by Norfolk Southern, who obviously cannot be trusted, that again there is no work at a location that I may have the opportunity to transfer to.

Verification

I, O. G. Langer, verify that under penalty of perjury that I am a Carman employed by Norfolk Southern in Altoona, Pennsylvania, that I have read the foregoing document and its contents, and that the same is true and correct to the best of my knowledge and belief.

Executed on July 10, 2001

O. G. Langer
O. G. Langer

DECLARATION OF

JL. PARKS JR.

1. My name is JAMES L. PARKS JR. I am a Carman employed by Norfolk Southern in Altoona, Pennsylvania. I am a former employee of Consolidated Rail Corporation and was employed in Altoona during the years leading up to Norfolk Southern's acquisition of the Altoona shops (Hollidaysburg /Juniata) and split date, June 1, 1999.

2. As an employee of Conrail, subsequent to the announced merger of CSX and Conrail in 1996, and then the announced agreement between CSX and NS to acquire and divide Conrail's assets I had reason to be seriously concerned about my employment as a result of these proposed mergers. This concern resulted in my paying very close attention to what Norfolk Southern was saying with regard to the future of the shops in Altoona.

3. From October 1996, when the first merger between Conrail and CSX was announced through June 1, 1999, split date of the CSX/NS acquisition and division of Conrail, I personally read or was made aware of continuing commitments being made by Norfolk Southern with respect to the future of the shops in Altoona. I also read or was made aware of news paper advertisements taken out by NS, addressed to myself as a " stakeholder ", committing to the continued operation of both Hollidaysburg and Juniata shops, and the promotion of employment at these shops. In addition to numerous news articles and Norfolk Southern press releases, as time progressed towards the ultimate approval of the " Conrail Transaction " and then the actual takeover in June 1999, based on repeated news and other reports of commitments being made by Norfolk Southern with respect to the shops in Altoona, I had reason to be confident that my employment in Altoona, Pennsylvania, with Norfolk Southern was secure for years to come. In fact, based on Norfolk Southern's repeated commitments, I had reason to be confident that the work at the Altoona shops was going to grow, as well as employment levels. Based on what Norfolk Southern was telling everyone concerned, which was widespread public knowledge, I was quite confident concerning my employment.

4. Further, Norfolk Southern CEO David Goode, in a speech to us workers at Juniata Locomotive shop on June 01, 1999, acknowledged and reaffirmed the commitments NS made to the shops in Altoona, this time subsequent to the merger being approved, once again providing reassurances concerning employment for years to come.

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(a) That Norfolk Southern's planned closing of Hollidaysburg Car Shop completely contradicts repeated, firm commitments to continue operations at Hollidaysburg Car Shop, and (b) That Norfolk Southern is now attempting to assert that they merely stated aspirations, expectations or beliefs concerning the shops, which is completely false. To the contrary, as employees, we were repeatedly assured via the news, advertisements run by NS, NS publications, and the operating plan that NS made an unconditional commitment to continue operation of the shops and promote employment at the shops. In fact, throughout this process NS officials made frequent visits to the shops, holding meetings with the workers, again, during which time they repeatedly told employees of the commitment NS made to the shops, and that we, as workers had no reason to be concerned.

In view of Norfolk Southern's obvious attempts to renege on the clear promises they made to the workers at Hollidaysburg, I have now lost all trust in Norfolk Southern.

6. Also, with respect to what work is allegedly being transferred to other locations, I am not aware of any such work which is being transferred, and to my knowledge Norfolk Southern has not advised anyone of specifically what work is actually being transferred.

7. With regard to protective benefits, again, I have no reason to believe that Norfolk Southern is going to provide protective benefits. Beyond having no reason to trust Norfolk Southern, as it is obvious they cannot be trusted, with respect to protective benefits, I have become aware of numerous co-workers who have been adversely affected by the Conrail Transaction who were denied protective benefits. As workers, our experience and understanding since implementation of this transaction is that Norfolk Southern does everything they possibly can to avoid the payment of protective benefits.

8. Finally, my reservations concerning the integrity, or lack thereof, of anything Norfolk Southern officials state is based on the obvious and outright lies stated by Norfolk Southern to gain approval of the Conrail Transaction.

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10. I am currently 49 years old and have worked here at the shops in Altoona since 1974. I have deep family and other ties here in the Altoona area and fear uprooting these ties and disrupting my family, only to be told in a short period of time by Norfolk Southern, who obviously cannot be trusted, that again there is no work at a location that I may have the opportunity to transfer to.

Verification

I, JAMES L. PARKS JR, verify that under penalty of perjury that I am a Carman employed by Norfolk Southern in Altoona, Pennsylvania, that I have read the foregoing document and its contents, and that the same is true and correct to the best of my knowledge and belief.

Executed on July 18, 2001

JAMES L. PARKS JR
JAMES L PARKS JR

DECLARATION OF

GERARD A. NALE

1. My name is GERARD A. NALE. I am a Carman employed by Norfolk Southern in Altoona, Pennsylvania. I am a former employee of Consolidated Rail Corporation and was employed in Altoona during the years leading up to Norfolk Southern's acquisition of the Altoona shops (Hollidaysburg /Juniata) and split date, June 1, 1999.

2. As an employee of Conrail, subsequent to the announced merger of CSX and Conrail in 1996, and then the announced agreement between CSX and NS to acquire and divide Conrail's assets I had reason to be seriously concerned about my employment as a result of these proposed mergers. This concern resulted in my paying very close attention to what Norfolk Southern was saying with regard to the future of the shops in Altoona.

3. From October 1996, when the first merger between Conrail and CSX was announced through June 1, 1999, split date of the CSX/NS acquisition and division of Conrail, I personally read or was made aware of continuing commitments being made by Norfolk Southern with respect to the future of the shops in Altoona. I also read or was made aware of news paper advertisements taken out by NS, addressed to myself as a " stakeholder ", committing to the continued operation of both Hollidaysburg and Juniata shops, and the promotion of employment at these shops. In addition to numerous news articles and Norfolk Southern press releases, as time progressed towards the ultimate approval of the " Conrail Transaction " and then the actual takeover in June 1999, based on repeated news and other reports of commitments being made by Norfolk Southern with respect to the shops in Altoona, I had reason to be confident that my employment in Altoona, Pennsylvania, with Norfolk Southern was secure for years to come. In fact, based on Norfolk Southern's repeated commitments, I had reason to be confident that the work at the Altoona shops was going to grow, as well as employment levels. Based on what Norfolk Southern was telling everyone concerned, which was widespread public knowledge, I was quite confident concerning my employment.

4. Further, Norfolk Southern CEO David Goode, in a speech to us workers at Juniata Locomotive shop on June 01, 1999, acknowledged and reaffirmed the commitments NS made to the shops in Altoona, this time subsequent to the merger being approved, once again providing reassurances concerning employment for years to come.

GERARD A. NALE

5. Unfortunately however, this has changed with Norfolk Southern's announced plans to close the shops. Since Norfolk Southern's announced closing of Hollidaysburg, obviously I have had cause to closely follow all that has happened. In doing so, there are at least two things which stand out based on my knowledge of Norfolk Southern's commitments to continue operations at the shops in Altoona.

(a) That Norfolk Southern's planned closing of Hollidaysburg Car Shop completely contradicts repeated, firm commitments to continue operations at Hollidaysburg Car Shop, and (b) That Norfolk Southern is now attempting to assert that they merely stated aspirations, expectations or beliefs concerning the shops, which is completely false. To the contrary, as employees, we were repeatedly assured via the news, advertisements run by NS, NS publications, and the operating plan that NS made an unconditional commitment to continue operation of the shops and promote employment at the shops. In fact, throughout this process NS officials made frequent visits to the shops, holding meetings with the workers, again, during which time they repeatedly told employees of the commitment NS made to the shops, and that we, as workers had no reason to be concerned.

In view of Norfolk Southern's obvious attempts to renege on the clear promises they made to the workers at Hollidaysburg, I have now lost all trust in Norfolk Southern.

6. Also, with respect to what work is allegedly being transferred to other locations, I am not aware of any such work which is being transferred, and to my knowledge Norfolk Southern has not advised anyone of specifically what work is actually being transferred.

7. With regard to protective benefits, again, I have no reason to believe that Norfolk Southern is going to provide protective benefits. Beyond having no reason to trust Norfolk Southern, as it is obvious they cannot be trusted, with respect to protective benefits, I have become aware of numerous co-workers who have been adversely affected by the Conrail Transaction who were denied protective benefits. As workers, our experience and understanding since implementation of this transaction is that Norfolk Southern does everything they possibly can to avoid the payment of protective benefits.

8. Finally, my reservations concerning the integrity, or lack thereof, of anything Norfolk Southern officials state is based on the obvious and outright lies stated by Norfolk Southern to gain approval of the Conrail Transaction.

GERARD A. NALE

9. In addition, especially when considering that NS has not identified any of the work they are allegedly transferring, along with their increasingly aggressive cost cutting measures which have been announced publicly in various forums where it appears they are cutting as many employees as possible, I have serious concerns that there will be no work available for me at the locations NS identifies. Further, I am seriously concerned that even if jobs may be available initially, as alleged by NS, they may very well be eliminated in the in the near future, especially when considering NS' actions in reducing employees.

10. I am currently 45 years old and have worked here at the shops in Altoona since 1976. I have deep family and other ties here in the Altoona area and fear uprooting these ties and disrupting my family, only to be told in a short period of time by Norfolk Southern, who obviously cannot be trusted, that again there is no work at a location that I may have the opportunity to transfer to.

Verification

I, GERARD A. NALE, verify that under penalty of perjury that I am a Carman employed by Norfolk Southern in Altoona, Pennsylvania, that I have read the foregoing document and its contents, and that the same is true and correct to the best of my knowledge and belief.

Executed on July 10, 2001

GERARD A. NALE
[Signature]

DECLARATION OF DAVID A. BEHE

1. My name is David A. Behe. I am a Carman employed by Norfolk Southern in Altoona, Pennsylvania. I am a former employee of Consolidated Rail Corporation and was employed in Altoona during the years leading up to Norfolk Southern's acquisition of the Altoona shops (Hollidaysburg / Juniata) and split date, June 1, 1999.
2. As an employee of Conrail, subsequent to the announced merger of CSX and Conrail in 1996, and then the announced agreement between CSX and NS to acquire and divide Conrail's assets I had reason to be seriously concerned about my employment as a result of these proposed mergers. This concern resulted in my paying very close attention to what Norfolk Southern was saying with regard to the future of the shops in Altoona.
3. From October 1996, when the first merger between Conrail and CSX was announced through June 1, 1999, split date of the CSX/NS acquisition and division of Conrail, I personally read or was made aware of continuing commitments being made by Norfolk Southern with respect to the future of the shops in Altoona. I also read or was made aware of news paper advertisements taken out by NS, addressed to myself as a " stakeholder ", committing to the continued operation of both Hollidaysburg and Juniata shops, and the promotion of employment at these shops. In addition to numerous news articles and Norfolk Southern press releases, as time progressed towards the ultimate approval of the " Conrail Transaction " and then the actual takeover in June 1999, based on repeated news and other reports of commitments being made by Norfolk Southern with respect to the shops in Altoona, I had reason to be confident that my employment in Altoona, Pennsylvania, with Norfolk Southern was secure for years to come. In fact, based on Norfolk Southern's repeated commitments, I had reason to be confident that the work at the Altoona shops was going to grow, as well as employment levels. Based on what Norfolk Southern was telling everyone concerned, which was widespread public knowledge, I was quite confident concerning my employment.
4. Further, Norfolk Southern CEO David Goode, in a speech to us workers at Juniata Locomotive shop on June 01, 1999, acknowledged and reaffirmed the commitments NS made to the shops in Altoona, this time subsequent to the merger being approved, once again providing reassurances concerning employment for years to come.

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In view of Norfolk Southern's obvious attempts to renege on the clear promises they made to the workers at Hollidaysburg, I have now lost all trust in Norfolk Southern.

6. Also, with respect to what work is allegedly being transferred to other locations, I am not aware of any such work which is being transferred, and to my knowledge Norfolk Southern has not advised anyone of specifically what work is actually being transferred.

7. With regard to protective benefits, again, I have no reason to believe that Norfolk Southern is going to provide protective benefits. Beyond having no reason to trust Norfolk Southern, as it is obvious they cannot be trusted, with respect to protective benefits, I have become aware of numerous co-workers who have been adversely affected by the Conrail Transaction who were denied protective benefits. As workers, our experience and understanding since implementation of this transaction is that Norfolk Southern does everything they possibly can to avoid the payment of protective benefits.

8. Finally, my reservations concerning the integrity, or lack thereof, of anything Norfolk Southern officials state is based on the obvious and outright lies stated by Norfolk Southern to gain approval of the Conrail Transaction.

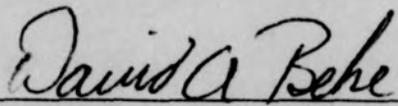
9. In addition, especially when considering that NS has not identified any of the work they are allegedly transferring, along with their increasingly aggressive cost cutting measures which have been announced publicly in various forums where it appears they are cutting as many employees as possible, I have serious concerns that there will be no work available for me at the locations NS identifies. Further, I am seriously concerned that even if jobs may be available initially, as alleged by NS, they may very well be eliminated in the in the near future, especially when considering NS' actions in reducing employees.

10. I am currently 45 years old and have worked here at the shops in Altoona since 1975. I have deep family and other ties here in the Altoona area and fear uprooting these ties and disrupting my family, only to be told in a short period of time by Norfolk Southern, who obviously cannot be trusted, that again there is no work at a location that I may have the opportunity to transfer to.

Verification

I, David A. Behe, verify that under penalty of perjury that I am a Carman employed by Norfolk Southern in Altoona, Pennsylvania, that I have read the foregoing document and its contents, and that the same is true and correct to the best of my knowledge and belief.

Executed on July 10, 2001



David A. Behe

DECLARATION OF PATRICK J. ECKENRODE

1. My name is Patrick J. Eckenrode. I am a Carman employed by Norfolk Southern in Altoona, Pennsylvania. I am a former employee of Consolidated Rail Corporation and was employed in Altoona during the years leading up to Norfolk Southern's acquisition of the Altoona shops (Hollidaysburg / Juniata) and split date, June 1, 1999.
2. As an employee of Conrail, subsequent to the announced merger of CSX and Conrail in 1996, and then the announced agreement between CSX and NS to acquire and divide Conrail's assets I had reason to be seriously concerned about my employment as a result of these proposed mergers. This concern resulted in my paying very close attention to what Norfolk Southern was saying with regard to the future of the shops in Altoona.
3. From October 1996, when the first merger between Conrail and CSX was announced through June 1, 1999, split date of the CSX/NS acquisition and division of Conrail, I personally read or was made aware of continuing commitments being made by Norfolk Southern with respect to the future of the shops in Altoona. I also read or was made aware of news paper advertisements taken out by NS, addressed to myself as a " stakeholder ", committing to the continued operation of both Hollidaysburg and Juniata shops, and the promotion of employment at these shops. In addition to numerous news articles and Norfolk Southern press releases, as time progressed towards the ultimate approval of the " Conrail Transaction " and then the actual takeover in June 1999, based on repeated news and other reports of commitments being made by Norfolk Southern with respect to the shops in Altoona, I had reason to be confident that my employment in Altoona, Pennsylvania, with Norfolk Southern was secure for years to come. In fact, based on Norfolk Southern's repeated commitments, I had reason to be confident that the work at the Altoona shops was going to grow, as well as employment levels. Based on what Norfolk Southern was telling everyone concerned, which was widespread public knowledge, I was quite confident concerning my employment.
4. Further, Norfolk Southern CEO David Goode, in a speech to us workers at Juniata Locomotive shop on June 01, 1999, acknowledged and reaffirmed the commitments NS made to the shops in Altoona, this time subsequent to the merger being approved, once again providing reassurances concerning employment for years to come.

5. Unfortunately however, this has changed with Norfolk Southern's announced plans to close the shops. Since Norfolk Southern's announced closing of Hollidaysburg, obviously I have had cause to closely follow all that has happened. In doing so, there are at least two things which stand out based on my knowledge of Norfolk Southern's commitments to continue operations at the shops in Altoona.

(a) That Norfolk Southern's planned closing of Hollidaysburg Car Shop completely contradicts repeated, firm commitments to continue operations at Hollidaysburg Car Shop, and (b) That Norfolk Southern is now attempting to assert that they merely stated aspirations, expectations or beliefs concerning the shops, which is completely false. To the contrary, as employees, we were repeatedly assured via the news, advertisements run by NS, NS publications, and the operating plan that NS made an unconditional commitment to continue operation of the shops and promote employment at the shops. In fact, throughout this process NS officials made frequent visits to the shops, holding meetings with the workers, again, during which time they repeatedly told employees of the commitment NS made to the shops, and that we, as workers had no reason to be concerned.

In view of Norfolk Southern's obvious attempts to renege on the clear promises they made to the workers at Hollidaysburg, I have now lost all trust in Norfolk Southern.

6. Also, with respect to what work is allegedly being transferred to other locations, I am not aware of any such work which is being transferred, and to my knowledge Norfolk Southern has not advised anyone of specifically what work is actually being transferred.

7. With regard to protective benefits, again, I have no reason to believe that Norfolk Southern is going to provide protective benefits. Beyond having no reason to trust Norfolk Southern, as it is obvious they cannot be trusted, with respect to protective benefits, I have become aware of numerous co-workers who have been adversely affected by the Conrail Transaction who were denied protective benefits. As workers, our experience and understanding since implementation of this transaction is that Norfolk Southern does everything they possibly can to avoid the payment of protective benefits.

8. Finally, my reservations concerning the integrity, or lack thereof, of anything Norfolk Southern officials state is based on the obvious and outright lies stated by Norfolk Southern to gain approval of the Conrail Transaction.

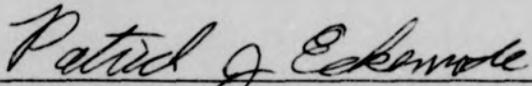
9. In addition, especially when considering that NS has not identified any of the work they are allegedly transferring, along with their increasingly aggressive cost cutting measures which have been announced publicly in various forums where it appears they are cutting as many employees as possible, I have serious concerns that there will be no work available for me at the locations NS identifies. Further, I am seriously concerned that even if jobs may be available initially, as alleged by NS, they may very well be eliminated in the in the near future, especially when considering NS' actions in reducing employees.

10. I am currently 44 years old and have worked here at the shops in Altoona since 1975. I have deep family and other ties here in the Altoona area and fear uprooting these ties and disrupting my family, only to be told in a short period of time by Norfolk Southern, who obviously cannot be trusted, that again there is no work at a location that I may have the opportunity to transfer to.

Verification

I, Patrick J. Eckenrode, verify that under penalty of perjury that I am a Carman employed by Norfolk Southern in Altoona, Pennsylvania, that I have read the foregoing document and its contents, and that the same is true and correct to the best of my knowledge and belief.

Executed on July 10, 2001



Patrick J. Eckenrode

DECLARATION OF G. E. Downing

1. My name is G. E. Downing. I am a Carman employed by Norfolk Southern in Altoona, Pennsylvania. I am a former employee of Consolidated Rail Corporation and was employed in Altoona during the years leading up to Norfolk Southern's acquisition of the Altoona shops (Hollidaysburg /Juniata) and split date, June 1, 1999.
2. As an employee of Conrail, subsequent to the announced merger of CSX and Conrail in 1996, and then the announced agreement between CSX and NS to acquire and divide Conrail's assets I had reason to be seriously concerned about my employment as a result of these proposed mergers. This concern resulted in my paying very close attention to what Norfolk Southern was saying with regard to the future of the shops in Altoona.
3. From October 1996, when the first merger between Conrail and CSX was announced through June 1, 1999, split date of the CSX/NS acquisition and division of Conrail, I personally read or was made aware of continuing commitments being made by Norfolk Southern with respect to the future of the shops in Altoona. I also read or was made aware of news paper advertisements taken out by NS, addressed to myself as a " stakeholder ", committing to the continued operation of both Hollidaysburg and Juniata shops, and the promotion of employment at these shops. In addition to numerous news articles and Norfolk Southern press releases, as time progressed towards the ultimate approval of the " Conrail Transaction " and then the actual takeover in June 1999, based on repeated news and other reports of commitments being made by Norfolk Southern with respect to the shops in Altoona, I had reason to be confident that my employment in Altoona, Pennsylvania, with Norfolk Southern was secure for years to come. In fact, based on Norfolk Southern's repeated commitments, I had reason to be confident that the work at the Altoona shops was going to grow, as well as employment levels. Based on what Norfolk Southern was telling everyone concerned, which was widespread public knowledge, I was quite confident concerning my employment.
4. Further, Norfolk Southern CEO David Goode, in a speech to us workers at Juniata Locomotive shop on June 01, 1999, acknowledged and reaffirmed the commitments NS made to the shops in Altoona, this time subsequent to the merger being approved, once again providing reassurances concerning employment for years to come.

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(a) That Norfolk Southern's planned closing of Hollidaysburg Car Shop completely contradicts repeated, firm commitments to continue operations at Hollidaysburg Car Shop, and (b) That Norfolk Southern is now attempting to assert that they merely stated aspirations, expectations or beliefs concerning the shops, which is completely false. To the contrary, as employees, we were repeatedly assured via the news, advertisements run by NS, NS publications, and the operating plan that NS made an unconditional commitment to continue operation of the shops and promote employment at the shops. In fact, throughout this process NS officials made frequent visits to the shops, holding meetings with the workers, again, during which time they repeatedly told employees of the commitment NS made to the shops, and that we, as workers had no reason to be concerned.

In view of Norfolk Southern's obvious attempts to renege on the clear promises they made to the workers at Hollidaysburg, I have now lost all trust in Norfolk Southern.

6. Also, with respect to what work is allegedly being transferred to other locations, I am not aware of any such work which is being transferred, and to my knowledge Norfolk Southern has not advised anyone of specifically what work is actually being transferred.

7. With regard to protective benefits, again, I have no reason to believe that Norfolk Southern is going to provide protective benefits. Beyond having no reason to trust Norfolk Southern, as it is obvious they cannot be trusted, with respect to protective benefits, I have become aware of numerous co-workers who have been adversely affected by the Conrail Transaction who were denied protective benefits. As workers, our experience and understanding since implementation of this transaction is that Norfolk Southern does everything they possibly can to avoid the payment of protective benefits.

8. Finally, my reservations concerning the integrity, or lack thereof, of anything Norfolk Southern officials state is based on the obvious and outright lies stated by Norfolk Southern to gain approval of the Conrail Transaction.

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10. I am currently 49 years old and have worked here at the shops in Altoona since 1975. I have deep family and other ties here in the Altoona area and fear uprooting these ties and disrupting my family, only to be told in a short period of time by Norfolk Southern, who obviously cannot be trusted, that again there is no work at a location that I may have the opportunity to transfer to.

Verification

I, G. E. DOWNING, verify that under penalty of perjury that I am a Carman employed by Norfolk Southern in Altoona, Pennsylvania, that I have read the foregoing document and its contents, and that the same is true and correct to the best of my knowledge and belief.

Executed on July 10, 2001

G. E. DOWNING
G. E. Downing

DECLARATION OF TERRY L Matley

1. My name is TERRY L Matley. I am a Carman employed by Norfolk Southern in Altoona, Pennsylvania. I am a former employee of Consolidated Rail Corporation and was employed in Altoona during the years leading up to Norfolk Southern's acquisition of the Altoona shops (Hollidaysburg /Juniata) and split date, June 1, 1999.

2. As an employee of Conrail, subsequent to the announced merger of CSX and Conrail in 1996, and then the announced agreement between CSX and NS to acquire and divide Conrail's assets I had reason to be seriously concerned about my employment as a result of these proposed mergers. This concern resulted in my paying very close attention to what Norfolk Southern was saying with regard to the future of the shops in Altoona.

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TERRY L MALEY

5. Unfortunately however, this has changed with Norfolk Southern's announced plans to close the shops. Since Norfolk Southern's announced closing of Hollidaysburg, obviously I have had cause to closely follow all that has happened. In doing so, there are at least two things which stand out based on my knowledge of Norfolk Southern's commitments to continue operations at the shops in Altoona.

(a) That Norfolk Southern's planned closing of Hollidaysburg Car Shop completely contradicts repeated, firm commitments to continue operations at Hollidaysburg Car Shop, and (b) That Norfolk Southern is now attempting to assert that they merely stated aspirations, expectations or beliefs concerning the shops, which is completely false. To the contrary, as employees, we were repeatedly assured via the news, advertisements run by NS, NS publications, and the operating plan that NS made an unconditional commitment to continue operation of the shops and promote employment at the shops. In fact, throughout this process NS officials made frequent visits to the shops, holding meetings with the workers, again, during which time they repeatedly told employees of the commitment NS made to the shops, and that we, as workers had no reason to be concerned.

In view of Norfolk Southern's obvious attempts to renege on the clear promises they made to the workers at Hollidaysburg, I have now lost all trust in Norfolk Southern.

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Verification

I, TERRY L Matley, verify that under penalty of perjury that I am a Carman employed by Norfolk Southern in Altoona, Pennsylvania, that I have read the foregoing document and its contents, and that the same is true and correct to the best of my knowledge and belief.

Executed on July 10, 2001

TERRY L Matley
Terry L Matley

DECLARATION OF

HF Wyland

1. My name is HF Wyland. I am a Carman employed by Norfolk Southern in Altoona, Pennsylvania. I am a former employee of Consolidated Rail Corporation and was employed in Altoona during the years leading up to Norfolk Southern's acquisition of the Altoona shops (Hollidaysburg /Juniata) and split date, June 1, 1999.
2. As an employee of Conrail, subsequent to the announced merger of CSX and Conrail in 1996, and then the announced agreement between CSX and NS to acquire and divide Conrail's assets I had reason to be seriously concerned about my employment as a result of these proposed mergers. This concern resulted in my paying very close attention to what Norfolk Southern was saying with regard to the future of the shops in Altoona.
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In view of Norfolk Southern's obvious attempts to renege on the clear promises they made to the workers at Hollidaysburg, I have now lost all trust in Norfolk Southern.

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H Flyland

9. In addition, especially when considering that NS has not identified any of the work they are allegedly transferring, along with their increasingly aggressive cost cutting measures which have been announced publicly in various forums where it appears they are cutting as many employees as possible, I have serious concerns that there will be no work available for me at the locations NS identifies. Further, I am seriously concerned that even if jobs may be available initially, as alleged by NS, they may very well be eliminated in the in the near future, especially when considering NS' actions in reducing employees.

10. I am currently 47 years old and have worked here at the shops in Altoona since 1954. I have deep family and other ties here in the Altoona area and fear uprooting these ties and disrupting my family, only to be told in a short period of time by Norfolk Southern, who obviously cannot be trusted, that again there is no work at a location that I may have the opportunity to transfer to.

Verification

I, H Flyland, verify that under penalty of perjury that I am a Carman employed by Norfolk Southern in Altoona, Pennsylvania, that I have read the foregoing document and its contents, and that the same is true and correct to the best of my knowledge and belief.

Executed on July 10, 2001

H Flyland
H Flyland

DECLARATION OF MICHAEL J. CICHETTA Jr.

1. My name is Michael J. Cichetta Jr.. I am a Carman employed by Norfolk Southern in Altoona, Pennsylvania. I am a former employee of Consolidated Rail Corporation and was employed in Altoona during the years leading up to Norfolk Southern's acquisition of the Altoona shops (Hollidaysburg / Juniata) and split date, June 1, 1999.

2. As an employee of Conrail, subsequent to the announced merger of CSX and Conrail in 1996, and then the announced agreement between CSX and NS to acquire and divide Conrail's assets I had reason to be seriously concerned about my employment as a result of these proposed mergers. This concern resulted in my paying very close attention to what Norfolk Southern was saying with regard to the future of the shops in Altoona.

3. From October 1996, when the first merger between Conrail and CSX was announced through June 1, 1999, split date of the CSX/NS acquisition and division of Conrail, I personally read or was made aware of continuing commitments being made by Norfolk Southern with respect to the future of the shops in Altoona. I also read or was made aware of news paper advertisements taken out by NS, addressed to myself as a " stakeholder ", committing to the continued operation of both Hollidaysburg and Juniata shops, and the promotion of employment at these shops. In addition to numerous news articles and Norfolk Southern press releases, as time progressed towards the ultimate approval of the " Conrail Transaction " and then the actual takeover in June 1999, based on repeated news and other reports of commitments being made by Norfolk Southern with respect to the shops in Altoona, I had reason to be confident that my employment in Altoona, Pennsylvania, with Norfolk Southern was secure for years to come. In fact, based on Norfolk Southern's repeated commitments, I had reason to be confident that the work at the Altoona shops was going to grow, as well as employment levels. Based on what Norfolk Southern was telling everyone concerned, which was widespread public knowledge, I was quite confident concerning my employment.

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In view of Norfolk Southern's obvious attempts to renege on the clear promises they made to the workers at Hollidaysburg, I have now lost all trust in Norfolk Southern.

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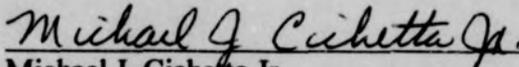
9. In addition, especially when considering that NS has not identified any of the work they are allegedly transferring, along with their increasingly aggressive cost cutting measures which have been announced publicly in various forums where it appears they are cutting as many employees as possible, I have serious concerns that there will be no work available for me at the locations NS identifies. Further, I am seriously concerned that even if jobs may be available initially, as alleged by NS, they may very well be eliminated in the in the near future, especially when considering NS' actions in reducing employees.

10. I am currently 53 years old and have worked here at the shops in Altoona since 1972. I have deep family and other ties here in the Altoona area and fear uprooting these ties and disrupting my family, only to be told in a short period of time by Norfolk Southern, who obviously cannot be trusted, that again there is no work at a location that I may have the opportunity to transfer to.

Verification

I, Michael J. Cichetta Jr., verify that under penalty of perjury that I am a Carman employed by Norfolk Southern in Altoona, Pennsylvania, that I have read the foregoing document and its contents, and that the same is true and correct to the best of my knowledge and belief.

Executed on July 10, 2001



Michael J. Cichetta Jr.

DECLARATION OF PR Lindsey Jr

1. My name is PR Lindsey Jr. I am a Carman employed by Norfolk Southern in Altoona, Pennsylvania. I am a former employee of Consolidated Rail Corporation and was employed in Altoona during the years leading up to Norfolk Southern's acquisition of the Altoona shops (Hollidaysburg /Juniata) and split date, June 1, 1999.

2. As an employee of Conrail, subsequent to the announced merger of CSX and Conrail in 1996, and then the announced agreement between CSX and NS to acquire and divide Conrail's assets I had reason to be seriously concerned about my employment as a result of these proposed mergers. This concern resulted in my paying very close attention to what Norfolk Southern was saying with regard to the future of the shops in Altoona.

3. From October 1996, when the first merger between Conrail and CSX was announced through June 1, 1999, split date of the CSX/NS acquisition and division of Conrail, I personally read or was made aware of continuing commitments being made by Norfolk Southern with respect to the future of the shops in Altoona. I also read or was made aware of news paper advertisements taken out by NS, addressed to myself as a " stakeholder ", committing to the continued operation of both Hollidaysburg and Juniata shops, and the promotion of employment at these shops. In addition to numerous news articles and Norfolk Southern press releases, as time progressed towards the ultimate approval of the " Conrail Transaction " and then the actual takeover in June 1999, based on repeated news and other reports of commitments being made by Norfolk Southern with respect to the shops in Altoona, I had reason to be confident that my employment in Altoona, Pennsylvania, with Norfolk Southern was secure for years to come. In fact, based on Norfolk Southern's repeated commitments, I had reason to be confident that the work at the Altoona shops was going to grow, as well as employment levels. Based on what Norfolk Southern was telling everyone concerned, which was widespread public knowledge, I was quite confident concerning my employment.

4. Further, Norfolk Southern CEO David Goode, in a speech to us workers at Juniata Locomotive shop on June 01, 1999, acknowledged and reaffirmed the commitments NS made to the shops in Altoona, this time subsequent to the merger being approved, once again providing reassurances concerning employment for years to come.