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**BEFORE THE SURFACE TRANSPORTATION BOARD****FINANCE DOCKET No. 28676 (SUB No. 5)****GRAND TRUNK WESTERN RAILROAD - CONTROL -
DETROIT TOLEDO AND IRONTON RAILROAD COMPANY
AND DETROIT TOLEDO SHORELINE RAILROAD COMPANY****(ARBITRATION REVIEW)****BACKGROUND NECESSARY INFORMATION**
(Relevant to and additional cause of denial of emp. Right's etc.)

This 20th day of July , 2005

Larry G. Thornton (employee representative) Appendix III sec. 11 (a)
3156 Nokomis trl.
Clyde, Mi. 48049

810-984-8644

**STB 1111.2 Amended and/or supplemental complaints , relevant to
the Black, Sorge dispute , F.D. 28676 and the 1983 extra board and the
Destructive GTWRR-BRCA 2001 CBA side letter # 1 April 9, 2001,
utilized to abrogate the ICC mandates in FD.28676 - sub 5.**

**ENTERED
Office of Proceedings**

JUL 21 2005

**Part of
Public Record**

JGT

July 18, 2005
June 29, 2005

RE: Case STB 28676 Sub 5

Larry Thornton
3156 Nokomis Trl.
Clyde, Mi. 48049

Larry,

This letter is written as a petition to you to include in the case Finance Docket 28676 sub 5, the dismissal of our claim by Arbitrator Martin Malin, of our claim for the mandated protection rights, privileges and benefits you and the Carrier GTWRR afforded each of us in your side letter # 2 of the 1996 CBA. We were assured, if furloughed from PDS, we would revert back to the GTWRR extra board by the union and carrier. The following STB Rules allow this according to our understanding. Thanks for all your help, since the union just closed this case without any dissent. We just now became knowledgeable of the following Rules.

1111.1

(b) Multiple causes of action. Two or more grounds of complaint concerning the same principle, subject, or statement of facts may be included in one complaint, but should be stated and numbered separately.

(c) Joinder. Two or more complainants may join in one complaint against one or more defendants if their respective causes of action concern substantially the same alleged violations and like facts.

Signature

Address

City

Telephone No.

David R. Ladd, 549 Kelle Ave Marysville MI 48040 810-388-0390
Timothy C. Dolan 3015 Wright St. Port Huron MI.
48060-810-9854493

July 20, 2005

RE: F.D. 28250 - F.D. 28676 - Sub 5
RE: Appeal - T.W. Black v CN-GTWRR

Surface Transportation Board
Washington, D.C.

Dear Chairman and Members:

The attached letter requesting that I include the Port Huron, Mi. Carmen, (PDS - GTWRR) in this complaint is complied with in this manner for the STB further understanding and other agencies of the US Government who may have an interest here.

Due to the "complexities" of the "issue's" brought forward by this case the following should be submitted for the Government's scrutiny by STB and possibly the SEC. This will show how the Port Huron, Mi. BRCA Carmen were tricked, extorted and denied their 1979 and as amended Labor Protections. This will show the sequence of events that led to the present case (Black and Sorge) and the relevant PLB case, as a minor dispute instead of a NMB case of "Interest" award by the Arbitrator Malin in the Port Huron Carmen situation ongoing.

Fred Robotham, about 59 years old, a Carmen on GTWRR was "FORCED" to take a job on the ICRR in Memphis, Tennessee, no Labor protections, over thirty years on the GTWRR, a Former PDS Carman (*under Thornton side letter # 2 1996 CBA*). *Robotham was one of the Carmen who was coerced by the UNION and Carrier to sign away his rights, seniority etc, explained later.* He had to move at his own expense to Tennessee. He was "FURLOUGHED" from the Detroit facility!

FACTS and TRUTH

- 1.- I Larry Thornton was in negotiations with GTWRR in 1995 and early 1996 on a CBA (finalized and put out for ratification January 10, 1996.)
- 2.- Through information passed to me by others, I realized the Carrier GTWRR were going to "demolish the Carshops" where we at Port Huron, Mi. worked. The Carrier had already placed all of us on the GTWRR "EXTRA BOARD" in October 1995. (this according to the 1983 extra board agreement. 89 Carmen on that extra board).
- 3.- I was informed PDS Railcar wanted to "LEASE" the Port Huron, car shops. I was informed they would like for some of the GTWRR Carmen to go to work for PDS if they leased the shops. Being that the alternative to leasing the shops, GTWRR and CN were inclined to bulldoze the place down. That seemed to be an opportunity to make something good out of a bad situation for the people of this area.

4.- I agreed , that if the Carmen wanted to work at PDS , and the BRCA was the recognized union representation on the property, I would put this out to the people and see if they were interested. They were (some were, about 34).

5.- **GTWRR had already agreed to side letter #2 in our 1-10-1996 CBA concerning leasing or sale of any GTWRR facility.** All BRCA-TCIU Carmen with a seniority date of , before January 10, 1996 would be covered under the mandated 1979 labor protection if "FURLOUGHED". So these people would be covered by our long standing labor protections of 1979, 1981, 1983 and my side letter # 2 , 1996 CBA.

6.- I negotiated a CBA with PDS that gave each Carman a \$10,000.00 signing bonus to go to PDS to work. \$13.00 per hour wages to start plus insurances etc. (Initial CBA).

7.- I negotiated with GTWRR an "option (d)" which gave the Carmen who went to PDS **40% of their GTWRR wages each week for a total of seven (7) years** in addition to their PDS wages. CN and GTWRR agreed to this and this was put into effect .

8.- PDS was to sign the deal December 16, 1996 (and did). I was removed as General Chairman JPB # 60 November 22, 1996 (made retroactive to November 1, 1996) . After all that work and looking out for the people , I was denied the privilege of increasing our membership and workers at PDS. I was removed clandestinely , unsuspectingly , and absolutely shocked by the Union November 22, 1996, made "retroactive" to November 1, 1996 the closure of my JPB # 60 . The UNION utilized 30 "blank" checks to draw down the money in the treasury signed by the GST Popovits before they forced him to resign, November 4, 1996.

9. - The UNION utilized false charges against me , took our money , transferred our JPB 60 to JPB 200 and James V. Waller. Thus the present case before the STB.

10. - J.V. Waller and the Carrier, instead of following the side letter # 2 and protecting my people at the former PDS , came up with a Carrier "supplied" form letter where these furloughed Carmen would sign , stating they were hiring in as "NEW HIRES" on the CN Railroad. They would be giving up their seniority on the GTWRR (most 25-30 years seniority)! They gave up their five(5) weeks vacation rights also. The UNION allowed this and agreed to this!!!! Also stated they would file "NO" claims over this. **That was a coercion , extortion of rights, privileges and benefits, intimidation to sign or be left out in the cold (as some were who never signed)! Dolan and Williams!**

SECURITY & EXCHANGE COMMISSION LAWS OF INTEREST IN THIS CASE

1. - PDS Railcar was a Company located in the sovereign nation of Canada .
2. - PDS had investors .

3. - PDS leased the GTWRR Car shops in Port Huron, Mi.
4. - PDS needed the BRCA-TCIU Carmen experience to help get the Company operational if they leased the Shops.
5. - PDS was "promised" five (5) years work from CN Railroad to "assure" they would remain operational , and give PDS time to get other work established.
6. - CN did send into the facility freight cars for about 4 years.
7. - PDS had invested money in the building of a new paint shop sand blast building next to the main shops by Hammer Welding company , a local welding shop personnel. (JUST completed the day the PDS was forced to shut down permanently !)
8. -By information and belief, the reason PDS was forced to shut down was because CN delayed and did not send into PDS the money owed (\$388,000.00) so PDS could not make payroll that week. By information and belief the Laws state if this would occur, the company is "required to shut down if not meeting payroll".
9. - The "VERY" next day the Banks foreclosed on PDS and the Carmen were "furloughed", thrown out into the street , owed money by PDS , not allowed to go back to GTWRR by the UNION nor the GTWRR according to my side letter # 2 in the 1996 CBA. CN knew that bank was going to foreclose on PDS. PDS had 2 years "new" work lined up outside of the work promised by CN (the people tell me).

(local companies)

10. - By information and belief , SOMEONE , either CN or PDS ordered about \$30,000.00 worth of welding supplies from Port Huron Welding supply brought to the PDS Facility just before the shutdown . PDS or CN required that welding material be brought that very day, Friday. (No later). PH Welding supply obliged them and brought the material to the shop that Friday. The Shops were closed permanently at the end of shift . CN had trucks and railcars come and load up the materials (including all the just delivered materials from PH Welding supply.) That was shipped out of the shop the next day. PDS nor CN paid the money owed PH Welding Supply about \$50,000.00.

South Park Welding , another private welding supply company , provided supplies and gas and oxygen bottles and acetylene and oxygen for the PDS company. The owners could not even get back into the place to get their bottles out. They had to get a "court ORDER" to get their property (probably before it went to Canada too). South Park lost \$20,000.00 in money owed by PDS.

11. - A local company , Hammer Welding Company , of Smiths Creek, Mi. was contracted to and did build and supply some material for the "NEW" Sand Blast facility .

That Company was "Never" paid either ***This amounted to around \$200,000.00 . Hammer owed South Park money and had to pay and suffer that loss also.***

LOOK AT ALL THE INVESTORS and "private companies" WHO GOT TAKEN, IN THIS COMPLETE RIP OFF . Just the one's I know of are mentioned . Was this the "grand plan" since my January 10, 1996 CBA .

(a) PDS leasing the shops , some Carmen going to work at PDS , knowing they had my side letter # 2 as backup if furloughed? Remember they were promised the rights, privileges and benefits under my side letter #2 in the record. That was if "furloughed" they would be given their rights under and even the 1979 agreement and as amended (1983 extra board)

13. - The UNION got rid of me utilizing false charges, slander per se , defamation, violation of BRCA constitutional rights , so they could negotiate the 2001 CBA and side letter # 1 to strip the members out of their protective rights ? That is why I was destroyed ? So I would be out of the way and the people not represented . This appears as to be the "Grand Plan" ?

14. - The arbitrator Malin in the PLB case, sent as evidence that the Carrier uses the 2001 CBA side letter # 1 in that case , proves the fact , the 2001 CBA and side letter # 1 was negotiated with fore thought by the "UNION" and "Carrier" to dismantle the entire mandated NYD enhanced protection on the GTWRR , 1979, 1981, 1983 and my side letter # 2 of the 1996 CBA. All in the same plan was the demise of the unsuspecting , PDS Railcar Company who had hoped to build a modern railcar facility to employ our young ...!!!! What a wasted opportunity , **just for this Corporate Greed .**

15. - The employee's (some) of GTW and CN were sold shares in CN at below going price when CN first "privatized" after the Senator Exxon STSB investigation , (whereas the Canadians were found to owe the United States \$200,000,000.00 in taxes .) Quite a "track record" . By doing so the employees unknowingly have increased CN profits, by the UNION allowing the dismantling of their place of employment and labor protections and allowing their work to be "contracted out" . This appears to me to be a conflict of INTEREST , (All in favor of CN 's Interest .) Just as the 2001 CBA was a plan , so was the intent there to destroy the Carmen craft by CN through the Employees losing their jobs and labor protection but may still receive dividend payments from CN. **Employees INVEST in a Company who plans to take your livelihood and labor protections away for the sake of profits in order to pay the employees dividends? I spoke out against that for this very reason when I was General Chairman!!!! That is a direct "CONFLICT of Interest !!!!**

The local companies told Thornton this morning, their lawyers had been chasing "ghost's" tracking down PDS and could not sue because of the NAFTA agreements . In Thornton's understanding , NAFTA based Corporations could not come into this country

and break SEC laws and be a party or a ploy by others , to disrupt and destroy the ICC laws, ICC mandated Labor protections since 1979 . This may wreak with violations of the "Sherman Act" and or corruption bordering RICO violations.

South Park Welding Supply, Port Huron Welding Supply has stated that if the "Government" would send someone to talk to them , they will verify what I have stated because it is truth. I had talked to Hammer Welding earlier and they were very upset.

Hammer was told that Sand Blast had to be finished that same "Friday" and did Finish that very day by working overtime beforehand. SO!! SOMEONE knew exactly what was going to transpire that day . Even the BANK knew and came in and foreclosed immediately!!

SHERMAN ACT VIOLATIONS ? The records should be required in the following by USDOJ and/or others !

PDS owed the employee's wages and other benefits and the ~~BACA~~ TCIU hired outhouse attorney Joseph Guerrieri Jr. **(The same Attorney I have sued , now in the 6th Circuit Court of appeals for blatant fraud upon the Federal Courts and obstructing JUSTICE!)** to represent the employees in suit against PDS . The **UNION "POLICY"** took all the locals funds , (\$12,000.00) charged the JPB # 200 25% and the TCIU International paid 50% to pay Guerrieri costs. The case was settled for I recall around \$300,000.00. The Union had withheld the entire amount of Guerrieri 's costs and the rest was divided up amongst the employees who received approximately \$2,500.00 each .

Guerrieri was paid \$150,000. 00 out of the settlement . This was caused to be withheld and paid to Guerrieri by the TCIU. (Was the UNION POLICY paid also ????)

The Union policy was that the "LOCAL" pay 25% the Joint Protective Board #200 was required to pay 25% , the International (TCIU) was required to pay 50%). That would mean the Local and JPB # 200 share of Attorney fee's would be \$37,500.00 each or together \$75,000.00 . The International share would have been \$75,000.00 of the costs of Guerrieri's fees and expenses.
BUT:

If the locals share was \$150,000.00 (deducted from settlement) then JPB # 200 fee should have been the same 25% , \$150,000.00 . The International's share of the fees and expenses would then have been \$300,000.00 for a "GRAND total of \$600,000.00. The people have the paperwork where Guerrieri was paid the \$150,000.00 from the settlement!!

SO! It does appear the Union paid nothing for Guerrieri's cost's! The member's all did pay the attorney fee's out of their "DUE" wages etc. Settlement. The UNION policy was required to pay, NOT the employees, because the UNION hired Guerrieri NOT the Carmen! The UNION sued PDS. Did the Union Policy also pay Guerrieri ????

It must be "Noted" the BRCA-TCIU never entertained the thought of "suing" CN for breach of the 1996 CBA letter # 2. This could only be, because of the 2001 CBA and their side letter #1 was to allow the Carrier to exact it's "will" over the dues paying members!

That is a direct conflict!

Thank You Sincerely

**Larry Thornton
3156 Nokomis Trl.
Clyde, Mi. 48049**

A handwritten signature in cursive script, appearing to read "Larry Thornton", written in black ink.

810-984-8644

CERTIFICATE OF SERVICE

This to certify a copy of this submission has been sent to the Carrier attorney Andrew Rolefs in Philadelphia , Pa. By Facsimile this 20th day of July 2005 and the Surface Transportation Board Secretary the Honorable Vernon Williams.



Larry Thornton