

215020

Timothy W. Black
2055 Middleton Pike
Luckey, OH 43443

(419) 833-8281



October 18, 2005

Honorable Vernon Williams
Secretary
Surface Transportation Board
1925 K Street, N.W.
Washington, D.C. 20005

ENTERED
Office of Proceedings
OCT 21 2005
Part of
Public Record

Re: STB F.D. 28676 SUB 5

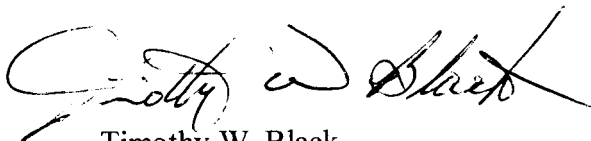
Dear Mr. Williams:

Per Larry Thornton's request, I am forwarding a copy of the Canadian National and the Grand Trunk and Western Railroad's proposed agreement, subject to ratification. I have also enclosed copies of the envelope which the agreement and ballot was mailed as well as a copy of the envelope provided for the return of the ballot.

As you can see, the ballot was mailed by and is to be returned directly to Richard A. Johnson. As outlined in the enclosed October 18, 2005 letter by Larry Thornton, this goes against the BRCA constitution and bylaws. This blatant disregard for proper ratification only demonstrates the arrogance of our union. (This same improper method was used during the 2001 ratification.)

Please make this a part of our file.

Sincerely,



Timothy W. Black

Enclosures



Brotherhood Railway Carmen Division

Transportation Communications International Union

Richard A. Johnson
General President



3 Research Place
Baltimore, Maryland 20850
Phone: 301-948-4910
Fax: 301-948-1369
Website: www.tcunion.org

October 13, 2005

To All Grand Trunk Western Railroad Company Carmen Employees represented by the
Brotherhood of Railway Carmen Div./TCU

Dear Sisters and Brothers:

On October 6, 2005, your Negotiating Committee reached an agreement with the Canadian National and the Grand Trunk Western Railroad Company, subject to your ratification. The Agreement settles our Section Six Notices for wages and rules and health and welfare benefits and covers the period January 1, 2005, through December 31, 2009.

The entire Agreement is attached for your review and consideration, however, the following is a summary of most of the provisions contained therein.

Effective July 1, 2005, your Carmen base rate will be increased to the IC rate of \$21.91. In addition your Negotiating Committee was able to secure yearly pay raises through 2009, as follows:

July 1, 2006	3%
July 1, 2007	3%
July 1, 2008	4%
July 1, 2009	3%

This agreement also provides that all active employees will receive a \$1,500 lump sum in exchange for our agreement to resolve all outstanding claims and grievances (other than discipline cases and protective benefit claims) on a non-precedential basis.

There will also be Cost of Living Adjustments (COLA) beginning July 1, 2010.

As soon as practicable, GTW Carmen will be brought under the National Health and Welfare Plans. Until this change becomes effective, you will continue to be covered by your current plan. As you know, the National Health and Welfare Plan includes employee cost sharing. The current employee cost sharing is \$97.43. There is no additional cost for dependent coverage. While none of us like the idea of cost sharing of health and welfare premiums, it has become a fact of life. We were able to stave off those contributions for some time, but I think we all knew that the day would come when

October 13, 2005

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we would have to accept it as has the rest of the rail industry.

The National Health and Welfare Plans also include an Opt Out provision which entitles an employee who has health insurance coverage through another plan the ability to choose to not participate in the National Plans.

The Protective Conditions under the GTW Agreement will be changed on January 1, 2006, to reflect the number of active employees on that date. That number may be reduced through attrition.

The Agreement also includes enhancements to vacation and bereavement leave and gives the Carrier the right to require direct deposit of payroll checks and convert to a bi-weekly pay system with two weeks delay. If the Carrier decides to change to a bi-weekly pay system, it has agreed to offer a \$1,500 payroll advance to employees to ease the effects of the changeover. (See Side Letter No. 3)

Your Negotiating Committee has worked hard to bring you an Agreement that puts real wage increases in your pocket. In addition to yearly wage increases we were able to secure a \$1,500 lump sum. We believe we have reached a good agreement and recommend that you vote yes in support and return your ballot. We ask that you consider the attached Agreement carefully and vote for ratification. Your ballot should be returned in the enclosed self-addressed envelope so as to be received by **November 1, 2005**.

With best wishes, I remain

Fraternally yours,


General President

RAJ/sjm
enclosures

AGREEMENT BETWEEN
CANADIAN NATIONAL (CN)
GRAND TRUNK WESTERN RAILROAD COMPANY (GTW)

AND
BROTHERHOOD RAILWAY CARMEN DIVISION
TRANSPORTATION COMMUNICATIONS INTERNATIONAL UNION

IT IS AGREED:

ARTICLE I – RATES OF PAY

- A. Effective July 1, 2005, rates of pay for Carmen covered by this Agreement will be increased to \$21.91.
- B. Effective July 1, 2006, all rates of pay in effect on June 30, 2006 are increased by three per cent (3%).
- C. Effective July 1, 2007, all rates of pay in effect on June 30, 2007 are increased by three per cent (3%).
- D. Effective July 1, 2008, all rates of pay in effect on June 30, 2008 are increased by four per cent (4%).
- E. Effective July 1, 2009, all rates of pay in effect on June 30, 2009 are increased by three per cent (3%).
- F. Rates of pay resulting from the application of A through E, which end in fractions of a cent shall be rounded to the nearest whole cent. Fractions less than one-half cent shall be dropped and fractions of one-half cent or more shall be increased to the nearest full cent.

ARTICLE II - COST-OF-LIVING ALLOWANCE AND ADJUSTMENTS THERETO AFTER
JANUARY 1, 2010

Section 1 - Cost of Living Allowance and Effective Dates of Adjustments

- (a) A cost-of-living allowance will be payable in the manner set forth in and subject to the provisions of this Article, on the basis of the "Consumer Price Index for Urban Wage Earners and Clerical Workers (Revised Series) (CPI-W)" (1967=100), U.S. Index, all items - unadjusted, as published by the Bureau of Labor Statistics, U.S. Department of Labor, and hereinafter referred to as the BLS CPI. The first such cost-of-living allowance shall be payable effective July 1, 2010, based, subject to paragraph (d), on the BLS CPI for September 2009, as compared with the BLS CPI for March 2010. Such allowance, and further cost-of-living adjustments thereto which will become effective as described below, will be based on the change in the BLS CPI during the respective measurement periods shown in the following table, subject to the exception provided in paragraph (d)(iii), according to the formula set forth in paragraph (e).

Measurement Periods		Effective Date of Adjustment
Base Month	Measurement Month	
September 2009	March 2010	July 1, 2010
March 2010	September 2010	January 1, 2011

Measurement Periods and Effective Dates conforming to the above schedule shall be applicable for all years subsequent to those specified during which this Article is in effect.

- (b) While a cost-of-living allowance is in effect, such cost-of-living allowance shall apply to straight time, overtime, protected rates, vacations, holidays and personal leave days in the same manner as basic wage adjustments have been applied in the past, except that such allowance shall not apply to special allowances and arbitraries representing duplicate time payments.
- (c) The amount of the cost-of-living allowance, if any, that shall be effective from one adjustment date to the next may be equal to, or greater or less than, the cost-of-living allowance in effect in the preceding adjustment period.
- (d)(i) Cap. In calculations under paragraph (e), the maximum increase in the BLS CPI that will be taken into account will be as follows:

<u>Effective Date of Adjustment</u>	<u>Maximum CPI Increase That May Be Taken Into Account</u>
July 1, 2010	3% of September 2009 CPI
January 1, 2011	6% of March 2010 CPI, less the increase from September 2009 to March 2010

Effective Dates of Adjustment and Maximum CPI Increases conforming to the above schedule will be applicable to periods subsequent to those specified above during which this Article is in effect.

- (ii) Limitation. In calculations under paragraph (e), only fifty (50) percent of the increase in the BLS CPI in any measurement period shall be considered.
- (iii) If the increase in the BLS CPI from the base month of September 2009, to the measurement month of March 2010, exceeds 3% of the September base index, the measurement period that will be used for determining the cost-of-living adjustment to be effective the following January will be the 12-month period from such base month of September: the increase in the index that will be taken into account will be limited to that portion of the increase that is in excess of 3% of such September base index; and the maximum increase in that portion of the index that may be taken into account will be 6% of such September base index less the 3% mentioned in the preceding clause, to which shall be added any residual tenths of points which had been dropped under paragraph (e) below in calculation of the cost-of-living adjustment which will have become effective July 1, 2010, during such measurement period.

- (iv) Any increase in the BLS CPI from the base month of September 2009, to the measurement month of September 2010 in excess of 6% of the September 2009, base index will not be taken into account in the determination of subsequent cost-of-living adjustments.
- (v) The procedure specified in subparagraphs (iii) and (iv) will be applicable to all subsequent periods during which this Article is in effect.
- (e) Formula. The number of points change in the BLS CPI during a measurement period, as limited by paragraph (d), will be converted into cents on the basis one cent equals 0.3 full points. (By "0.3 full points" it is intended that any remainder of 0.1 point or 0.2 point of change after the conversion will not be counted.)

The cost-of-living allowance in effect on December 31, 2010, will be adjusted (increased or decreased) effective January 1, 2011, by the whole number of cents produced by dividing by 0.3 the number of points (including tenths of points) change, as limited by paragraph (d), in the BLS CPI during the applicable measurement period. Any residual tenths of a point resulting from such division will be dropped. The result of such division will be added to the amount of the cost-of-living allowance in effect on December 31, 2010, if the BLS CPI will have been higher at the end than at the beginning of the measurement period, and subtracted therefrom if the index will have been lower at the end than at the beginning of the measurement period, but only to the extent the allowance remains at zero or above. The same procedure will be followed in applying subsequent adjustments.

- (f) Continuance of the cost-of-living allowance and the adjustments thereto provided herein is dependent upon the availability of the official monthly BLS Consumer Price Index (CPI-W) calculated on the same basis as such Index, except that, if the Bureau of Labor Statistics, U.S. Department of Labor should, during the effective period of this Article, revise or change the methods or basic data used in calculating such index in such a way as to affect the direct comparability of such revised or changed index with the CPI-W Index during a measurement period, then that Bureau shall be requested to furnish a conversion factor designed to adjust the newly revised index to the basis of the CPI-W Index during such measurement period.

Section 2 - Application of Section 1 Cost-of-Living Allowances

The cost-of-living allowance provided for by Section 1 of this Article will not become part of basic rates of pay. Such allowance and the adjustments thereto will be applied as follows:

- (a) Hourly Rates - Add the amount of the cost-of-living allowance to the hourly rate of pay produced by application of Article I.
- (b) Minimum Daily Increases - The increase in rates of pay described in paragraph (a) shall be not less than eight times the applicable increase per hour for each full time day of eight hours, required to be paid for by the rules agreement. In instances where under the existing rules agreement an employee is worked less than eight hours per day, the increase will be determined by the number of hours required to be paid for by the rules agreement.
- (c) In making calculations under this Article, fraction of a cent shall be rounded to the nearest whole cent; fractions less than one-half cent shall be dropped and fractions of one-half cent or more shall be increased to the nearest full cent.

Section 3 - Elimination of Previous Cost-of-Living Provisions

This Article replaces any previous cost-of-living provision in effect prior to the effective date, and the arrangements set forth in this Article shall remain in effect according to the terms thereof until revised by the parties pursuant to the Railway Labor Act. Any payments due or paid under previous provisions shall expire as of the effective date of this agreement and shall be counted toward any retroactive pay due under the provisions of Article I.

ARTICLE III - HEALTH & WELFARE

Effective January 1, 2006, all BRCTCIU/GTW Health and Welfare plans are cancelled in their entirety and all employees subject to this agreement and their dependents will be covered by the National Health and Welfare Plans, including all subsequent amendments and cost sharing provisions, in effect between the National Carriers' Conference Committee and the Brotherhood Railway Carmen Division Transportation Communications Union, as set forth below:

1. The Railroad Employees National Health and Welfare Plan Covering Certain Employees Represented by the Transportation Communications International Union, Brotherhood Railway Carmen Division of Transportation Communications International Union, and Transport Workers Union
2. Life Insurance Benefits for U.S. Employees and Retirees and Accidental Death and Dismemberment Insurance Benefits for U.S. Employees under The Railroad Employees National Health and Welfare Plan, Effective January 1, 2003
3. The Railroad Employees National Early Retirement Major Medical Benefit Plan (formerly GA-46000)
4. Railroad Employees National Dental Plan for U.S. Employees as amended through January 1, 2003
5. Railroad Employees National Vision Plan 1999
6. Supplemental Sickness Benefit Plan covering Railroad Shop Craft Employees, January 1, 2003
7. The National Off -Track Vehicle Plan

ARTICLE IV - EMPLOYEE SHARE INVESTMENT PLAN

Effective upon ratification of this Agreement, the Company Employee Share Investment Plan will be made available to all employees subject to this Agreement in accordance with the terms of the Plan. The Company may, at its discretion, alter, amend, revise or discontinue the Plan, in any manner, in whole or in part. This provision will not form part of any Collective Agreement.

ARTICLE V – PAYROLL DIRECT DEPOSIT

Upon ratification, at the Company's discretion all employees may be paid weekly or bi-weekly to the direct deposit account designated by the employee.

ARTICLE VI – BEREAVEMENT

Upon ratification, all bereavement rules are abrogated and the following is substituted therefore:

Employees in active service shall be entitled to bereavement leave of three (3) work days, to be taken at the discretion of the employee, upon furnishing proof of death of the employee's immediate

family member. Bereavement leave will be taken within six months from the date of death of the employee's immediate family member. For purposes of this rule, immediate family consists of the employee's spouse, child, parent, grandparent, grandchild, brother, sister, half-brother, half-sister, step-parent, step-child and spouse's parent. In such cases, a basic day's pay at the rate of the last service rendered will be allowed for each of the three (3) days. Employees will make provision for taking leave with their supervisor in the usual manner.

- Family relationships created through the legal adoption process shall qualify for bereavement leave. Any other family relationship not specifically mentioned shall be excluded.
- Bereavement leave non-availability shall be considered neutral for determining the qualifying day for holiday pay purposes. The workday preceding or following the employee's bereavement leave, as the case may be, shall be considered the qualifying day for holiday pay purposes.

ARTICLE VII - VACATIONS

- A. Effective January 1, 2006, employees entitled to two (2) or more weeks of vacation may split up to two (2) weeks of their vacations into single increment days, one or more days at a time.
- B. Such vacation days may be taken upon two (2) days advance notice, consistent with the needs of service.
- C. Employees must use their single increment days between January 1 and November 15. Any unused days as of November 15 will be paid for in lieu of vacation.

ARTICLE VIII - EMPLOYEE PROTECTION/CONTRACTING OUT/EMPLOYMENT LEVEL

- A. The total number of active employees referred to in Article IV, paragraph (d) of the April 9, 2001 agreement is changed to be equal to the number of active employees on January 1, 2006.
- B. The number of employees referred to in paragraph A above may be reduced through retirement, death, resignation, termination for cause, or permanent disability. The number referred to in paragraph A above will not be reduced for reasons within the control of the company,
- C. The date referred to in Article IV, Paragraph (g) of the April 9, 2001 agreement is changed to January 1, 2006.

ARTICLE IX – GRIEVANCE RESOLUTION/BONUS

- A. Within sixty (60) days of the date of this agreement, all employees in active service on positions covered by this agreement will be paid one thousand five hundred dollars (\$1,500) each, subject to applicable payroll deductions.
- B. Upon payment of the amount indicated in paragraph (A), all claims and grievances, other than those involving disciplinary action based on an occurrence prior to the effective date of this Agreement are considered resolved without prejudice to the position of either party and with the understanding that such settlements will not be cited by either party in any future case, nor used by either party to allege that the other has agreed to a particular practice.

ARTICLE X - GENERAL PROVISIONS

- A. The purpose of this Agreement is to settle the Organization's Section 6 notice dated September 2, 2004, and to fix the general level of compensation and rules covering working conditions through December 31, 2009, and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.
- B. Neither party to this agreement shall serve, prior to November 1, 2009 (not to become effective prior to January 1, 2010), any notice or proposal for the purpose of changing, adding to, or deleting the provisions of any agreement in effect between the parties.

This agreement is effective on the dates indicated above.

Signed the ____ day of _____, 2005 at _____, Illinois.

FOR THE CANADIAN NATIONAL
GRAND TRUNK WESTERN RAILROAD COMPANY

FOR THE BROTHERHOOD
RAILWAY CARMEN DIVISION
TRANSPORTATION COMMUNICATIONS
INTERNATIONAL UNION

J. S. Gibbins
Director – Labor Relations

J.V. Waller
General Chairman

R. Bateman
Sr. Manager - Labor Relations

APPROVED:

K.A. McCarthy
Manager – Labor Relations

R.A. Johnson
General President

D. Mandalas
Manager – Labor Relations



**Labor Relations
Department**

Canadian National Railway
1 Administration Road
P.O. Box 1000
Concord, Ontario
L4K 1B9

(905) 669-3246

SIDE LETTER 1

October 6, 2005

Mr. J.V. Waller
General Chairman
Brotherhood of Railway Carmen
Division Transportation Communications
International Union
127 Baron Circle
Corryton, TN 37721

Dear Mr. Waller:

This will confirm our understanding reached during negotiations leading to the agreement of this date. During our negotiations, the parties recognized that current employee cost sharing contributions for National Health and Welfare Plans are related to COLA payments. We agreed that in the event that increases in employee cost sharing contributions for National Health and Welfare Plans on or after July 1, 2010, are related to COLA payments in National Agreements, the COLA provision in this agreement will be amended accordingly.

Yours truly,

Ross Bateman
Senior Manager Labor Relations



**Labor Relations
Department**

Canadian National Railway
1 Administration Road
P.O. Box 1000
Concord, Ontario
L4K 1B9

(905) 669-3246

SIDE LETTER 2

October 6, 2005

Mr. J.V. Waller
General Chairman
Brotherhood of Railway Carmen
Division Transportation Communications
International Union
127 Baron Circle
Corryton, TN 37721

Dear Mr. Waller:

This will confirm our understanding reached during negotiations leading to the agreement of this date.

During our negotiations the parties recognized that despite our best efforts, it might not be possible to coordinate an orderly transfer of all employees to the National Health and Welfare Plans by January 1, 2006. If a transfer to the National Health and Welfare Plan is not accomplished by January 1, 2006, employees will continue under their current Health Care Plans until the first of the month following the date that the transfer is completed. In any event, employee Health & Welfare cost sharing will commence effective January 1, 2006.

Yours truly,

Ross Bateman
Senior Manager Labor Relations



**Labor Relations
Department**

Canadian National Railway
1 Administration Road
P.O. Box 1000
Concord, Ontario
L4K 1B9

(905) 669-3246

SIDE LETTER 3

October 6, 2005

Mr. J.V. Waller
General Chairman
Brotherhood of Railway Carmen
Division Transportation Communications
International Union
127 Baron Circle
Corryton, TN 37721

Dear Mr. Waller:

This will confirm our understanding reached during negotiations leading to the agreement of this date, regarding the possible transition from other than a bi-weekly pay system to a bi-weekly pay system with two weeks delay.

We agreed that, in an effort to ease the transition to a bi-weekly pay system with two weeks delay, actively working GTW employees who are transferred to the bi-weekly pay system will have the option to receive \$1,500, not subject to applicable withholding taxes on the last scheduled pay date under their current procedures. The \$1,500 will be considered an advance and will be recovered at the rate of \$125 per pay period, beginning with the first scheduled regular bi-weekly pay date. An employee who leaves the service of the Company will have any remainder deducted from their last paycheck.

It is further agreed that any GTW employee may elect not to receive the \$1,500 advance payment.

Yours truly,

Ross Bateman
Senior Manager Labor Relations

October 18, 2005

RE: STB F.D. 28676 SUB 5
Review of award NYD protections
September 1979 GTWRR-BRCA

Honorable Vernon Williams
Secretary
Surface Transportation Board
1925 K street, N.W.
Washington, D.C.

To: Secretary and
Members Surface Transportation Board



This to inform you of this corrupt procedure being employed "again" by one, Richard A. Johnson, President of the BRCA so as to manipulate the "BALLOT" count as "He" did in the 2001 CBA. I speak with knowledge and truth about this matter since I was General Chairman of former JPB # 60. I had the members ratify a contract (CBA) January 10, 1996. The method for counting the ballots, is ARTICLE 5 "National Agreements". This tentative agreement is not a "NATIONAL AGREEMENT". This is an on property (GTWRR) agreement and is to be handled as always was before I was illegally removed from office. This tentative agreement has to be handled like ARTICLE 5 of the BRCA constitution and bylaws as stated for a contract shop. Subject to ratification by the membership locally. NOT Nationally. The proper method is stated below:

The membership in this case must choose a "Ballot" Committee, (three reputable members) have one person acquire a Post Office Box number, have the members vote and send that "ballot" to the stated POB number by a certain date. Then the one member who has the key takes the other two members, picks up the ballots and they transport the ballots to a pre designated local lodge and before the members, "COUNT" the ballots. This is the democratic way, not the Totalitarian way (one person of ill and disrepute counting the ballots). Even with his cadre'. It is not right. This is not democratic !

This STB has a copy of the 2001 CBA. It must be noted that the BRCA would not file claims for the members for the last year, because the carrier never kept the required 160 members working. They are down to about 133 now. That CBA was utilized by the Carrier and GTWRR to deny the Port Huron Carmen their mandated enhanced NYD protection (see Malin award in exhibits). The Union and Carrier used that CBA to deny Black and Sorge their rights privileges and benefits that even an arbitrator is constrained from doing. If they claim they did not, then Black and Sorge among others should be on the extra board NOW. Right ?

This tentative CBA needs close scrutiny by the STB and other agencies of the US Government . It is a self explanatory surrender of the Carman craft to the CN-GTWRR with absolutely NO benefit to the members at all . NO *legitimate* UNION is going to "negotiate" itself out of business. That is exactly what Waller and Johnson started with the 2001 CBA and now finishing off the Carmen with this inept , piece of ambiguous self destructive innuendo . **The only fact in this is that the GTWRR could get rid of as many Carmen as they choose before January 1, 2006 and that is "ALL" they would be required to keep working .** And the UNION sanctions this ? This is a complete sellout of the members jobs !!! This in no way is representation in the best interest of the members and their families . This rises to the suspicion of collusion , intimidation , coercion with ulterior motive on the part of the carrier and UNION. SEE: F.D. 28676 sub 5 . This is all completely relevant.

The United States Department of Labor should be required to handle this ratification ballot if the members cannot and Johnson insist on his office performing this task again as before. Johnson has no dictatorial right to count those secret ballots . His count would only be self serving since he prepared this counter productive document of deceit . Just as before. You may ask why we do not trust Johnson. Read the Finance Docket 28676 sub 5 and look at all the people hurt because Johnson and Waller would not enforce their labor protections and Johnson counted the 2001 ballots , and would not allow about 30 PDS Carmen the right to vote on it although they were dues paying members ! Johnson again wants to agree to deny the GTWRR adversely affected Carmen their labor protections in this current tentative agreement . To allow him to count the ballots equals locking up the fox in the chicken coop and expecting all the chickens would be alive in the morning .

ANALISIS of the Tentative surrender :

1.- Page # 1 = Just look at "ALL" the increase in wages !!! Look at Go to **ARTICLE VIII- EMPLOYEE PROTECTION/CONTRACTING OUT /EMPLOYEE LEVEL**

The TOTAL number supposed to be now on GTWRR by agreement April 9, 2001 is required to be 160 Carmen working . The actual total is about 133 . The total number that was working when the 2001 CBA and side letter # 1 was signed was (as I recall , over two hundred) . GTWRR forced many Carmen (like Mike Watkins letter in exhibit F.D. 28676 sub 5) to take a "severance pay" or end up like Sorge and Black !! **The UNION refused to represent "ANY" of these people !!!!!** The UNION and Carrier denied about 30 PDS Carmen their rights under my side letter # 2 of the 1996 CBA also.

Now the UNION and Carrier want these Carmen to just agree to allow the Carrier to do as it please about the number of Carmen they employee "BEFORE" January 1, 2006 . The Carrier would be "free" to furlough , force the adversely affected to take a severance pay , deny the employee's there mandated ICC labor protections of 1979,

1983 and 1981 agreements . This is a sellout . Johnson and Waller have ulterior motives to want to get this ratified !! It is contrary to the members interest !!!

The wage package means NOTHING if the Carmen are put out of work before January 1, 2006 . Just as the 2001 required 160 meant NOTHING, because the Carrier did as it willed and NO UNION representation for the members.

ARTICLE II COST OF LIVING ALLOWANCE

This is "like" WOW! July 10, 2010 the Carmen get a cost of living allowance !!!! How many would be left ? 10 or 15 members ? This is smoke!!!!

ARTICLE III H&W = Now with CN's H&W plan the cost is \$25.00 per month . With what the Carrier and UNION want the members covered under , the National H&W it will cost about \$90.00 per month . (There goes the wage increase's)

ARTICLE IV SHARE INVESTMENT PLAN.

Not part of a collective bargaining agreement . Self explanatory . Invest and lose your job !

ARTICLE VIII EMPLOYEE PROTECTION "PLAN" !!

(A) THIS MEANS THE 160 TOTAL EMPLOYEES REQUIRED (NOT LIVED UP TO) IN THE 2001 CBA , will be changed to what ever NUMBER the Carrier chooses before January 1, 2006 . The Carrier could get rid of all , from 1 to 100 or 133 . They do not have 160 working now . These are dues paying members. About \$50.00 per month !! And the UNION agrees with this ? The President of BRCA ? Who gets what in return ? Who gets the GOLD mine and who gets what ?

(B)

The control of the numbers , the Carrier has none after January 1, 2006. They have control BEFORE January 1, 2006. SO ?

© April 9, 2001 CBA number 160 changed to what's left January 1, 2006.

Remember the series of wage increases ! How many would receive the increases , 2, 10, 80, 100, 160 ?

ARTICLE IX \$1500 "BONUS" to allow the Carrier and UNION to scuttle all claims to labor protection (again) . (Read side letter # 3)This Article IX conflicts with side letter # 3 . Side letter # 3 states NOT subject to applicable withholding taxes . IX states the \$1500.00 is subject to withholding taxes. This is a smoke letter , deceiving the people again. The CBA states taxes withheld , the side letter # 3 not withheld.

As the employee representative in this Finance Docket 28676 sub 5 appeal to this Surface Transportation Board , and as the former General Chairman of JPB # 60 , entirely experienced in and was involved in , the 1983 Extra Board agreement , in which the GTW-CN agreed to and wanted, I request the United States Government

Agencies to enforce these mandated agreements that were "THE" conditions for the sale of the DT&IRR and DTSLRR to the GTWRR . There was never any problem on the GTWRR with our labor protections "UNTIL" after I was removed from office !!! These Carmen and their families deserve the same respect I demanded the get when I represented them . Thank you for your interest .

Sincerely and respectfully submitted

A handwritten signature in black ink, reading "Larry Thornton". The signature is fluid and cursive, with the first name "Larry" and last name "Thornton" clearly distinguishable.

Larry Thornton
3156 Nokomis Trl.
Clyde, Mi. 48049

810-984-8644

Sent by Facsimile to STB w/o enc.
Hard copy O/N/Del.

Sent by Facsimile to Carrier Attorney
Andrew J. Rolfes, October 18, 2005
(without enclosure of tentative CBA)

Congresswoman Marcy Kaptur
Washington, D.C.