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October 24 , 2005

Office of the Secretary
Surface Transportation Board**SENT BY FACSIMILE 10-24-2005****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****RESPONSE TO ANDREW J. ROLFES LETTER DATED 10-21-2005**

I wish to make "clear" to this "honorable" STB , that the information sent in good faith in behalf of the Carmen on the GTWRR , has absolutely "NOTHING" to do with me personally , except that I as their former General Chairman, do believe what is clearly perceived, and seen as corruption should be brought before the Government agencies. This venue is proper because the "NEW" CBA is clearly related directly to the 2001 SHAM , stealing of the valuable rights , privileges and benefits from unsuspecting Carmen all across the GTWRR. The NEW CBA clearly leaves the door wide open for the Carrier to dismantle the Carmen craft on GTWRR. This in spite of FRA laws and Rules that only safe railcars traverse this country. Carmen are the ONLY qualified inspectors on the railroads.

Mr. Rolfes and CN are trying to make this personal from my perspective. They do not speak for me nor could they. I was asked to represent the people in this appeal , when the UNION refused to do so . I have always been inclined to finish what I start . I did in 1993 and 1994 with Senator Exxon's committee. (Including Don Itsikoff and Ms. Linda MORGAN) If anything seems personal , it is the manner I was removed from office and the apparent reasons why . (see FD 28676 sub 5) CN seems personal in this , because of the \$200,000,000.00 taxes owed the US Government , found by that committee. Their VP told me just before I was illegally removed by Johnson and Scardelletti ; " They would never be negotiating another CBA with me (THORNTON)." Mr. White said ; " Mr. Thornton, the last CBA you negotiated with GTW is like "CN" pouring money down a "BLACK HOLE !!"

How "prophetic" that turned out to be. How significant and easy it became, to destroy the members mandated rights . I was not there to protect the people. BUT I am still here !!!

810-984-8644

Sincerely

October 24 , 2005

SENT BY FACSIMILE 10-24-2005

**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**

I send this to you only out of necessity , in which if read thoroughly , will show the relevance to this case before you . I write this freely under my first amendment rights and trust in the Government in protecting the American worker from the Corruption noted by Congress when creating the Labor Management Reporting Act noted in (LMRDA 401) and RICO .

In light of this case F.D. 28676 sub 5 (Carrier and UNION) denying members their mandated rights , privileges and benefits (scores on GTW alone) , members having to take the case to arbitration themselves , the " Tentative CBA " sent to you recently . The UNION is agreeing (subliminally) , the Carrier may and can furlough as many Carmen as they wish before January 1, 2006 , and only be required to keep the number employed as of January 1, 2006 , (this includes enhanced NYD protections in the 1979, 1981 and 1983 agreements denied on GTWRR.).

SEE - R.A. Johnson letter attached page 2 , (marked) . Keep in mind 28676 sub 5 . "Protective "CONDITIONS" under the GTW agreement (Which 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" .

Johnson's 2001 CBA required the Carrier to keep 160 Carmen in "ACTIVE" service. This was not done and Johnson and Waller looked the other way and "allowed" this ! Now Johnson does not even state how many Carmen would be required , after January 1, 2006 , except what ever the Carrier has working on that date . This is at the Carriers will. **Look at the next paragraph .** The newer employee's may be inclined to go for the \$1500.00 sweetener because they need ready cash .(But this is an "ADVANCED) wage they think is a "BONUS" .

Look at the last paragraph Johnson states they would get a \$1500.00 lump sum . **What for ? Go to page #1 "to resolve all outstanding claims and grievances (even ones they would not process),) -----other than discipline cases -----"AND**

PROTECTIVE BENEFIT CLAIMS). NOWHERE IN Article IX of the CBA (Tentative) agreement does it state what Johnson is stating here in this letter . Johnson says discipline claims and "PROTECTIVE BENEFIT CLAIMS are exempt from resolution. The Tentative CBA does not state "Protective benefits." This letter of Johnson's is a calculated false, misleading attempt to "encourage" the membership to believe that He and Waller are active in defending their ICC Mandated rights, privileges and benefits under the protective arrangements of Finance Docket 28676 , the 1979, 1981 and 1983 agreements . This is stated with fraudulent intent , to mislead with bad faith and apparent ulterior motive to coerce a favorable ratification for Johnson and the Carrier !

NOTICE: 2nd page last paragraph in part ; " In addition to a yearly wage increase we were able to "secure" a \$1500.00 Lump sum ." Go to Article IX - A. - I will write it as it is written :

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 (\$1500.00) each, subject to all applicable payroll deductions.

This is how it should be written : Within sixty (60) days of the date of this agreement, before February 5, 2006 , all employees in " " ACTIVE " " service "ON" positions after January 1, 2006 , and covered by this agreement , will be paid the \$1500.00 signing bonus .

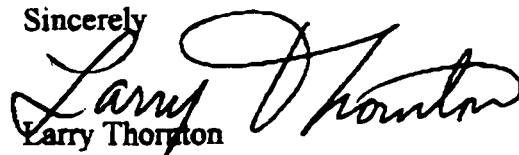
In simple terms the Carmen can vote Johnson and the Carriers bogus good will CBA in on November 5, 2005 and get themselves "FURLOUGHED" before January 1, 2006 and NOT be paid the so called lump sum . Read the trickery in that CBA and Johnson's letter.

I send attachment # 2 = J.V. Waller letter to the local chairmen (two). See Waller's No. 10 = He adlibs the protection benefit claims were also exempt. The CBA does not state that . This is more deceit , false information to secure a collusive CBA between Johnson and GTWRR. **Facts do not lie !!** This is outrageous , clandestine , self destructive for the BRCA , and done with a purpose contrary to fair representation.

This would not be before you now , had the BRCA and TCIU not committed all the illegal acts they did to get rid of me. The Carrier was the beneficiary of Union cooperation , after my illegal demise. BUT I am a Citizen operating under the protection of the US Constitution and Law .

If possible the STB and or the US Department of Labor should intervene in this clearly apparent collusive CBA that if allowed would "eliminate" the Carmen Craft on the GTWRR and then work it's way across the ICRR . A COURT INJUNCTION should be in order to stop this act .

Sincerely

A handwritten signature in black ink, appearing to read "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

October 24, 2005

Sent to Philadelphia attorney
Carrier representative
Andrew Rolfes

By facsimile 10-24-2005



Brotherhood Railway Carmen Division

Transportation Communications International Union

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

Richard A. Johnson
General President

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

ATCh #1

October 13, 2005

Page 2

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

ATTN #1

6-Effective upon ratification all Carmen will be Carrier will make available the Company Employee Share Investment Plan.

7-Upon ratification at the Carrier's discretion all Carmen may be paid weekly or by-weekly to the Direct Deposit account they designate. To ease the transition period to the biweekly pay with a two week delay the Carmen will have the option to receive \$1,500.00 which will not be subject to applicable taxes. This amount will be recovered at the rate of \$125.00 per pay period.

8- Bereavement Leave will be three (3) days which can be taken within six (6) months of date of death of covered employee's spouse, child, parent, grandparent, grandchild, brother, sister, half-brother, half-sister, stepparent, stepchild and spouse's parents. Additionally, legal adoption will be recognized as qualification.

9-Two (2) weeks of vacation may be taken in single day increments.

10-Within sixty (60) days of date of Agreement all Carmen will be paid a bonus of \$1,500.00 for the withdrawal of all claims and grievances other than those involving discipline, or protection benefits that were biased on an event prior to the effective date of the Agreement.

11-Article IV-Employee Protection / Contracting Out/Employment Level of the April 9, 2001, will be amended to cover all Carmen who are in active service as of January 1, 2006, (this date is negotiable), as referenced in Section (a). The number specified in Section (d) will be the actual number of Carmen in active employment on January 1, 2006, (or date that we agree on). Yearly meetings will be scheduled to discuss the controlling numbers. These are only changes and would be effective upon ratification.

12-We would be free to file our next Section 6 Notice on November 1, 2009.

Please call and discuss at your convenience.

Fratemally,

J. V. Waller
General Chairman

CC: Brother R. A. Johnson, GP
Brother Jack Wright, AGC/GST
Brother Mike Hayed, Comm. (by US Mail)
Brother Don Hicks, Comm. (by US Mail)

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ATTACH #2

/SHOWLetter/MSgId=91_1041240_21040_1090_2019_U_0890_6249_10/1010209&10X=1&11-04030&11C=10/6/0.

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Date: Fri, 7 Oct 2005 16:43:28 EDT

Subject: Current Section 6 Negotiations - GTW

To: brianjc@yahoo.com, richtg@greatlakes.net

Friday Afternoon
October 7, 2005

Folders

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Cash or Miles**SUBJECT: TALKS CONCERNING OUR CURRENT SECTION 6 NOTICE****TO: BROTHERS BRIAN CROWLEY AND RICHARD GERROW**

Dear Sirs and Brothers:

As per our recent telephone conversations concerning the status of our talks concerning our current Section 6 Notices. As you are aware General President Johnson and I met with officers of CN on October 8, 2005, in Chicago concerning this Notice. Following, you will find where we left the major issues at the conclusion of our meeting.

1-There will be no consolidation of Agreements, the GTW Agreement will be a stand alone Agreement.

2-Rates of Pay

A-Effective June 30, 2005 the Rate of Pay will be \$21.27

B-Effective July 1, 2005 3% increase

C-Effective July 1, 2006 3% increase

D-Effective July 1, 2007 3% increase

E-Effective July 1, 2008 4% increase

F-Effective July 1, 2009 3% increase

3-Cost of Living and Adjustments after January 1, 2010

4-Effective January 1, 2006, all Carmen and their dependents will be covered by the National Health and Welfare Plan.

5-Effective upon signing of Agreement all Carmen will be eligible to participate in the IC 401(k) plan.

NOW LETTER MSGID=91_1047240_21340_1393_2379_U_3890_8247_1877373209&10X=1&Y=1-04050&INC=10/8/05

ATCH #2