

ENTERED
Office of Proceedings

NOV 21 2005

Part of
Public Record

SENT BY FACSIMILE 12:45 P.M.



November 21, 2005

RE : DECISION

RE: STB F.D. 28676 SUB 5

Review of award NYD protections

September 1979 GTWRR-BRCA

Larry Thornton

3156 Nokomis Trl.

Clyde, Mi. 48049 (810-984-8644)

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

Honorable Secretary , Mr. Williams:

This is a request for a "review" by the STB concerning this decision. It can only be construed that grievous errors were committed because of the stated ORDER # 2 . **The claimants appeal of the Rinaldo Award is denied.** The question before that arbitrator and this board is quite simple. Were these employees , Black and Sorge entitled to the "privileges , rights and benefits," afforded under the 1979 , 1981 and 1983 extra board agreements ? Why you refused to vacate the Rinaldo appeal is clearly stated in your decision. SEE: Captioned **ARBITRATION** in the decision page 9 PDF.

First the "arbitrator" concluded because the members were not represented by the union **he could not rule on the case.** Yet he did. This "first" is rejected by this board on page 9 captioned **UNION REPRESENTATION.** So this nullifies the arbitrator as being **"CORRECT"**.

2. **The claimants never "FILED" a "proper claim"**. This reverts back to a "proper claim" being filed by the BRC which did not participate directly but subliminally (Waller's letter to Mediation Board) . So it was not proper in the carrier, union and Arbitrator's eye's , "BUT" you clearly state the employees could file this claim without the Union endorsement . "BUT" you utilized a fraudulent letter by that UNION to help deny these common Carmen's claim's. SEE: **"UNION REPRESENTATION"**. This nullifies the second also .

3 . **He found no Merit ? Because the GTW actions were "CONSISTENT" with New York Dock .** This proves entirely that this board never "realized" what this case was about . This was not a straight NYD case and you all know it. This was and is "enhanced" NYD protections. Attrition . The 1981 implementing agreement. The clearly presented extra board agreement that was negotiated by BRC and GTW to replace the provisions of the 1981 agreement concerning "compensation " PAY" . **This was in lieu of "FURLOUGH"! Read it !** This denies the third also .

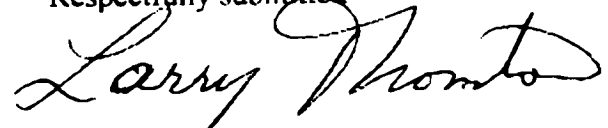
215 181

So it can only be determined this claim is denied because this is the thing to do because this is always what apparently happens at STB . (Seldom overturn an arbitrator's award). **EVEN if he is absolutely wrong ?????** Is it perceived this problem should "WASTE" more taxpayers money fighting the taxpayer in court ? Good judgment should come into place here.

Finally it must be reiterated here. The GTW came to the Interstate Commerce Commission at the 11th hour in the decision 28676 , and requested , made a "MOTION" to this effect . GTW "agreed" to cover all "COSTS" concerning this transaction (even the DTSL.) being acquired , necessary full control by GTW over DTSL . That the I.C.C. accept this 1979 agreement as the labor protection for the transaction GTW-DT&I-DTSL railroads. This include the provisions of F.D. 28250 which was N&W F.D. which included New York Dock which was "ATTACHED" to the 1979 (enhanced) agreement as the protection for adversely affected employees on the GTW -DT&I-DTSL. Through subsequent negotiated agreements , you can only determine that the chronological ORDER is , first NYD, then The 1979 agreement by transaction 6-25-80 or the 1981 implementing agreement , Then the 1983 extra board agreement replacement of dismissal allowance (100%) of the previous 12 month average WITH the 1983 extra board agreement 7 hours per day four days per week "Compensation pay ."

NOTICE: The Arbitrator , the Carrier "deleted" the key word in the documents. Compensation = payday , ins. , RRR credits , Vacation days counted . To delete any word to change the meaning of a sentence and/or paragraph , violated 18 U.S.C. 1503, 1505, 1511 , 1512, and 1515. Read this law and then read the evidence I presented , the carriers falsehoods , the arbitrators trickery about representation and the decision in light thereof , please ?

Respectfully submitted



Larry Thornton

CC
Facsimile to Andrew Rolfes
CN attorney Philadelphia