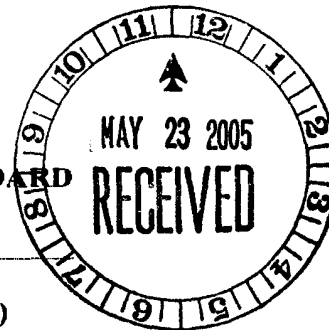


BEFORE THE SURFACE TRANSPORTATION BOARD



FINANCE DOCKET No. 28676 (SUB No. 5 )

214043

GRAND TRUNK WESTERN RAILROAD - CONTROL -  
DETROIT TOLEDO AND IRONTON RAILROAD COMPANY  
AND DETROIT TOLEDO SHORELINE RAILROAD COMPANY

(ARBITRATION REVIEW)

ABSOLUTE BACKGROUND NECESSARY INFORMATION

PRESENTED IN AFFIDAVIT FORM UNDER OATH

This 23<sup>rd</sup> day of May , 2005

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

810-984-8644

ENTERED  
Office of Proceedings

MAY 23 2005

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Public Record

## **BACKGROUND INFORMATION**

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This background information is brought to this STB as a matter of necessity to understand the whole situation that has brought this claim to this point of Appeal before this Honorable body of the US Government .

1.- First the Arbitrator's "HOLDING" that the panel did not have Jurisdiction over the Claimants claims for protective conditions mandated in ICC 360 report and the 1979, 1981 and 1983 extra board agreement in place since 1983. WHY did he decide then ? IF the claimants did not file a "proper" claim , why did the arbitrator state the "panel" did not have jurisdiction over the claimants New York Dock claims for protective benefits ?

"That arbitrator told claimant Black that he was wondering WHY the Carrier was more interested in keeping Thornton off that panel , than they were interested in the claim. Facts: The Arbitrator early on stated to claimants Black and Sorge that they would have to "front" the money before he started the case, \$5,000.00 . They "did" send the arbitrator \$5,000.00. The arbitrator stated clearly he had accepted Thornton as the employee representative because the UNION would not represent their interest . Then in his AWARD stated Thornton was not authorized to represent the people. HE TOOK their money , \$5,000.00 and had the gall to state they still owed "HIM" \$250.00 !! Then had the audacity to state Thornton could not even interpret the agreements he was an active framer of ( the 1983 extra board agreement in question here)! The \$250.00 ? Maybe small claims court .

That arbitrator had both employee and Carrier briefs and exhibits since February 3 , 2005 . The law quoted by the carrier (the arbitrator had !) He quoted a case where

the "courts" held that the arbitration panel can be by the manner in which the Carriers of this nation and the duly authorized representative (unions) had agreed to (many years ago). The manner, ( the panel). That hearing was not EVEN a panel. Not one question could I as the employee representative ask the Carrier in that hearing. The arbitrator would not let me even "look" at them. I looked at the Carrier officers when I was General Chairman. They survived.

2.- The Carrier AND UNION fought since May 2004 to keep the employees from getting Thornton involved in this dispute. The Carrier wrote that Thornton was not in "GOOD" standing with the UNION, and had sued the BRCA-TCIU several times. The Carrier never stated "WHY" Thornton sued the UNION. The Carrier failed to state Thornton has a lawsuit against the UNION lawyer for committing ("fraud upon the court in 1998 and thereafter,") right NOW in the 6<sup>th</sup> Circuit Appeal's Court.

Case 04- 2361

3.- Was the Carrier "keeping" tabs on Thornton's activities ever since the UNION illegally took Thornton out of office? The UNION utilized false charges, violation of LMRDA and RICO laws in removing Thornton. Was the Carrier CN involved in getting rid of Thornton? The last time Thornton talked to CN Vice President Kenneth White, White told Thornton the last CBA Thornton negotiated with GTWRR was like CN pouring money down a "Black Hole" !!! Thornton had to get the money on the "table" to negotiate for the people. (see the BIG picture). Well Thornton got his JPB 60 taken away right after that. The UNION made sure of that. 10 months after I got the CBA !!!!  
**THE BIG PICTURE: I did not want to bring this up !**

4. - This STB needs to check the record of Thornton in 1993 and 1994 and his involvement with the then Surface Transportation Safety Board and it's chairman Senator James Exxon , Chris McClain of Exxon's staff, then Congressman David Bonior ,Senator Fritz Hollings , (retired) ( **especially former Chair of the STB Ms. Linda Morgan** and Don Itsikoff. If Congressman Bonior will tell the truth ( I believe he will) he will tell you this: **(Thornton makes this statement under OATH!)** Remember the "PAPER companies where Corporations never paid their taxes ? BUT invested in companies that did not exist ? No CEO's , physical plants nor employees` ? HOW do you invest in nothing? This was found in the STSB investigations. Thornton letters in the Nafta hearings.

The BRC General Chairmen had a meeting in Washington , D.C. ( I recall 1994 , Fall) . Congressman Bonior's staff Matt Benson called my hotel room about 1:00 P.M. at the Holiday Inn on Capitol Hill. He said the Congressman wants to talk to you today . I said where at ? Benson said the scheduling clerk will call you back. She said at the "WHIPS" office at 4:00 P.M. My wife and I (I paid her plane ticket) went to the Whips office . Bonior welcomed us. We talked about Bernie Sanders bill on ICC 10901 (short lines) . I asked Benson, "did you give Bonior all the info I sent up here ? Bonior<sup>P</sup> relied:

**"LARRY, WE JUST HAD A MEETING ON THAT THIS MORNING. The Canadians (CN - owned by the Canadian government) owes the United States government 20% taxes . And Larry, each one of those percents equals \$10,000,000.00."** Thornton replied; **"That's \$200,000,000.00 !! He said YES"**! My wife Janet spoke up and said , "Why don't you go after that and leave us alone?" Bonior

replied (putting his hand on her shoulder) **"We are Janet!"**

**This is a relevant story that meshes with, it would be better , that Thornton is out of the picture. This along with that 2001 CBA between the UNION and Carrier! There is much more to this. Ms. Linda Morgan knows the whole story . I believe she worked for Senator Exxon then . She and Don Itsikoff .**

5. - The Arbitrator stated the employees NEVER filed a "proper claim" . The Carrier Lawyer states the same. First and " FOREMOST " the UNION was to have filed a "claim" for these "adversely affected people" under consummation and transaction FD 28676 . That was the "transaction" that adversely affected these and the rest of the adversely affected Carmen for "lifetime" They are **"CERTIFIED" as adversely affected!** They need no transaction other than the FD 28676 and their extra board now.

All that was needed was for the "CARRIER" and "UNION" to honor what they signed, agreed to and begged the ICC to reopen the N&W petition to take over the DT&I and DTSL railroads. The employees "chose" their long standing labor protections.

***The UNION refused them representation. The Lawyer and Arbitrator put "GREAT" weight on the now General Chairman J.V., Waller letter to the NMB .*** Now here is a General Chairman doing his level best to "BLOCK" these Carmen (dues paying ) from seeking JUSTICE in an arbitration case. The Carrier and UNION are utilizing the 2001 CBA as an instrument to dismantle the peoples mandated rights , privileges and benefits. It makes no difference if they deny this. The facts are in the past activities and the present activities on the GTWRR-DTI-DTSL-IC railroads. Even General Chairman WALLER states these employees have NO claim under these or any

other agreements ! What a SHAM!!! The Carrier would have LIKED for Waller to have represented the employees . That would have been a unanimous 3 to 0 vote margin.

6.- Given that the above is ALL true, this STB must contemplate this fact:

If ONLY the duly authorized representative (UNION) can represent the people in an arbitration case , *(even when the UNION IS or may be "corrupt" as in LMRDA 401 (a) (b) (c) ) , and teams up with the Carriers of this Nation )* to strip the rights , privileges and benefits from the people attained by the UNION many years ago in legitimate ICC mandates, the NEW YORK DOCK is in PERIL across this country!

When a UNION and Carrier are locked up tighter than bark on a tree , against the workers, employees who pay the UNION dues to pay the UNION salary , to strip them of their lawful mandated protective rights , privileges and benefits there has to be some ulterior motive behind such activity . SEE LMRDA 401 (a) (b) (c) . All I can see is the 2001 CBA and it's illegal effects. I can see why both wanted Thornton out of this arbitration case . The same reasons both wanted Thornton out of office so bad . Others now can see the same clearly . That is why all these BRCA Carmen are counting on Me ( Their former General Chairman) instead of the corruption that replaced me . That And is why I am counting on the Government , STB to protect the people now.

7.- See Carriers reply page 4 5 and 6 :

Page 4 = Agreement "H" of the 1981 agreement . Yes that states the manner in which "CARMEN" can be transferred across the consolidated GTW system. We do NOT dispute that ! ..... "BUT"! 30 mile's equal change in residence in 1979 mandated conditions by ICC . DTSL employees were not

required to move over 30 miles. SEE 1979, 1981 agreements, ICC 360 report.

SEE page 5 = 1981 and 1983 extra board agreement .Thornton Attachment No. 2 =

NOTICE: *The "MANNER" ( the way ) a displacement or dismissal allowances would be paid .* WHO to ? The employees adversely affected in "accordance" with the 1979 and 1981 agreements . The 1979 agreement sections 8 spelled out the "gross ton mileage formula and who would be paid on furlough under 1981 agreement "F". Not everyone was "eligible" to receive the protection pay all the time.

SEE PAGE 5 AT BOTTOM, AND PAGE 6.= The following will be **"SUBSTITUTED"** , Replace , change to , **in place of** , allowance "entitlement provided in section 5 (a) of NEW YORK DOCK and "monthly dismissal allowance "entitlement" provided for in section 6 (a) of NEW YORK DOCK. **(That means this was changed!)**

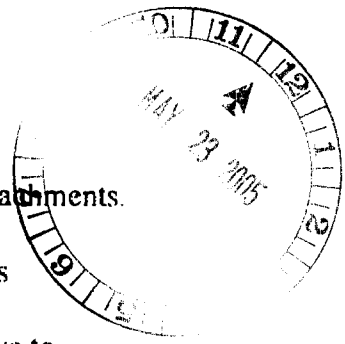
What to ?

**During their lifetime protected rights privileges and benefits under the mandated 1979, 1981 agreements this portion was "changed to ": 1983 extra board!**

Under 1981 agreement they stood to be "furloughed" and if "qualified under the "gross ton mile " formula would receive dismissal or displacement pay (allowance).

Again not everyone furloughed would automatically receive this pay.

During their protective period (lifetime) they would be placed on an extra board for four consecutive days each calendar week , and "BE GUARENTEED" a minimum of 7 hours at straight time hourly rate of a Carman welder for each of the four days. Every Carmen who would have been furloughed under the 1981 formula (abrogated) would receive the protection pay on a guaranteed extra board , referred to by D E Prove in his



March 25 letters to Klimtzak and Grant in the original appeal documents as attachments.

That pay was for everyone on the extra board , 74.9% , all H&W , vacation days accumulated , railroad retirement credits accumulated . The Carmen would have to protect the point (seniority point) and the work if needed to be called from the extra board.

8.- The record at GTWRR is that never since the 1983 extra board agreement was put in place (1983) has there "EVER" been a "FURLOUGH" of a Certified as adversely affected BRCA Carman on the GTWRR. They were ALL placed upon an Extra Board , required to answer the call to work on any day , (available 2 hrs. before and ½ hr. after the start of a shift. The 1983 agreement spells this out.

I am sorry to have to write this, but to many lives are destroyed by the illegal acts of the Carrier and UNION . They got rid of me (that is plain now) , to attain their 2001 SHAM CBA that is a "disgrace" to the working class. Of course they could never have pulled this stunt off with me in office. The UNION or Carrier. The Lawyer calls this an "ALLUSION". He had the chance to prove Thornton wrong , ..... "BUT" if the STB reads his submission he proves me absolutely correct . That was no allusion , but a collusion in deed and in action now. At minimum; A strange happenstance .

A GUARENTEED EXTRA BOARD RECEIVING SEVEN HOUS PAY EACH DAY FOR FOUR DAYS A WEEK . SEE: Mr. Provers letter ; "HENCEFORTH" , the Agreement "H" applied to the "LATTER" ! EXTRA BOARD !

9.- The Claimants were supposed to be "protecting" their "point" and work at Lang Yard Toledo, Ohio from the "guaranteed extra board ." Instead the Carrier has other

crafts , a contract shop and trainmen doing the work these people are supposed to be doing from the extra board or recalled to the position that were never really abolished!! The Arbitrator has the documentation proving this. Why the arbitrator cannot follow the chain from section 8 , of 1979 to agreement "F" of the 1981 to the abrogation of the provisions in NYD and in it's place the 1983 extra board agreement is beyond comprehension. HE is a Lawyer !

The ICRR management team and the BRCA are in accord in this dispute !! They are BOTH wrong and my people should not suffer because apparently BOTH wanted rid of me and the UNION accomplished that in November 1996. They both accomplished that 2001 CBA that they are operating with instead of the mandated protections now and for over a year !!

I am retired now since 9-999.

BUT ..... The illegal acts to get rid of me caused complete bankruptcy , injustices in court, ( I had to file pro se) , and still have an "APPENDIX" to prepare for the 6<sup>th</sup> circuit before June 9, 2005. May JUSTICE be as through GOD'S eyes for my People, at the STB. Thank you very sincerely.

Dated: May 23, 2005



Larry G. Thornton

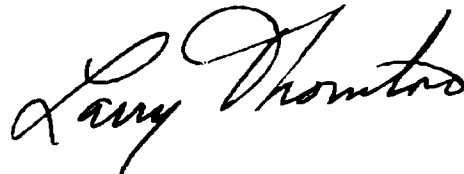
# CERTIFICATE OF SERVICE

A copy of this reply to the Carrier reply has been sent by "FACSIMILE" on this date May 23, 2005 from Port Huron, Mi.

A facsimile copy to both :

Andrew Rolfes , Esquire ,  
2 Logan Square , 12<sup>th</sup> floor,  
Philadelphia , Pa. 19103

Honorable Vernon Williams  
Surface Transportation Board  
Washington, D.C.

A handwritten signature in black ink, reading "Gary Thornton". The signature is written in a cursive style with a large, stylized "G" and "T".