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FACSIMILE

SENT TO: HONORABLE VERNON WILLIAMS, SECY. STB

SENT TO : ANDREW J. ROLFES , ATTORNEY FOR GTWRR.

FROM : LARRY THORNTON : EMPLOYEES REP. APP. III SEC 11a

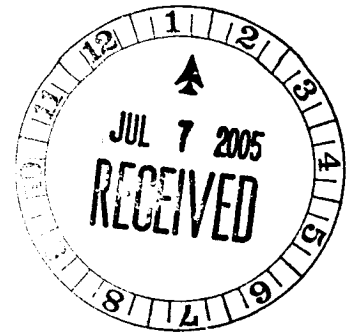
Seven pages including cover.

Amendment and supplemental submission to F.D. 28676 sub 5

ENTERED
Office of Proceedings
JUL 8 - 2005
Part of
Public Record

June 28, 2005

**Mr. Larry Thornton
3156 Nokomis Trail
Clyde, MI 48049**



Dear Mr. Thornton:

I would like you to represent me in the matter of restitution of my rights and benefits that I was entitled to by my merger protection agreements and union contracts. I feel that the company did not give me any choices that were given in the union contract.

When the company offered me the severance package the last time, the carrier told me that this would be the last time that they were going to offer it to me, because they were going to offer jobs in Pontiac to all three of us, Tim Black, Tom Sorge and myself. The carrier said that if we didn't take the jobs offered in Pontiac that they would inform the railroad retirement board that we were no longer eligible for unemployment benefits. They gave me very little time to make a smart decision because I needed money to pay for Cobra Medical Benefits. I've been under a doctor's care for high-blood pressure for about 20 years and high cholesterol for 2 years.

I was unjustly terminated according to all agreements and placed into a position where I had to make decisions that I did not want to make. If the agreements would have been followed, I would be getting paid and have my medical insurance and I would be able to retire and not have any problems.

I had to make a choice for health reasons and because of all the stress of trying to get the union and other sources to help us in our quest to get our rights according to the agreements and contracts signed to protect us from losing our jobs and our protection.

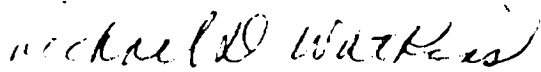
I had less than two years to reach retirement and I did not want to lose my current connection. I was told by the union and carrier representative that because of the date of the severance package the time would run until Feb 2006, which would be when I turned 60 years old and have more than 30 years service, then I would be able to retire and have medical coverage. I was not told till later that I would not get medical coverage when I retire, because I'm not an active employee. This is not how it was explained to me when I took the severance package.

The carrier and union worked together to get this accomplished. They backed me into the corner and left me with no choices that were provided to me by the agreements and contracts that were signed to protect me. I paid union dues for

30 years and expected a little more from my union. They did not file a claim on our behalf or represent us in any way. We were left with no alternative but to file our claims and represent ourselves. So with little chance of getting the union to help me in my quest for protection, I took the pay-off so that I could afford to pay for medical benefits.

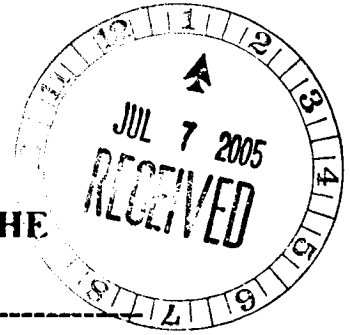
There is a great deal more to this breach of agreements and contracts. If you need more information and more facts, please feel free to contact me.

Very truly yours,



Michael D. Watkins
873 Colburn St.
Toledo, OH 43609-3245

Phone 419-242-4147
Cell 419-340-0832



AMMENDED AND SUPPLEMENTAL COMPLAINTS TO THE

-----SURFACE TRANSPORTATION BOARD-----

-----DOCKET 28676 - SUB 5-----

To the Secretary, STB
Washington, D.C.

Honorable Mr. Vernon Williams,

Dear Sir:

As a honest, law abiding citizen, who respects justice in it's true form I submit this under oath to this "Honorable Board" so as to assist in the application of Federal Law and ICC mandates (STB). The People have NO representation and GTW-CN express no candor toward their signed and promised Labor protections in the 1979 agreement and as amended.

This amendment and supplement is presented for the STB further considerations and knowledge concerning additional grave matters created by the defendants and others in this matter, 1111.1 ((b) and ©. First, the answers by the Carrier's attorney did not dispute that the 1983 extra board agreement says exactly what it says and means exactly what it says. Therefore according to sec. 1111.1 (d) they admit their wrong doings in this matter.

(d) Failure to answer complaint. Averments in a complaint are admitted when not denied in an answer to the complaint

Just now these rules and sections have been realized through research and the following sec. 1111.2 is being utilized for the benefit of other affected BRCA Carmen who were denied the same rights afforded Mr. Black and Sorge in the initial complaint. their rights, privileges and benefits to the GTWRR guaranteed, required, extra board. This additional GTWRR, BRCA Carman Michael Watkins, was denied his rights, privileges and benefits required under the 1979, 1981, 1983 Labor Protections (extra board). These agreements signed by the BRCA and the GTWRR Labor relations..

§1111.2 Amended and supplemental complaints.

An amended or supplemental complaint may be tendered for filing by a complainant against a defendant or defendants named in the original complaint, stating a cause of action alleged to have accrued within the statutory period immediately preceding the date of such tender, in favor of complainant and against the defendant or defendants. The time limits for responding to an amended or supplemental complaint are

computed pursuant to §§1111.4 and 1111.5 of this part, as if the amended or supplemental complaint was an original complaint.

Michael Watkins, was originally on the claim for being placed on the extra board when his position was abolished in 2004 with Black and Sorge. His attached letter is self explanatory and shows the extortion, misrepresentation of the lawful ICC mandated rights privileges and benefits he was guaranteed, utilizing his "lifetime" labor protections that complied with ICC 11347, Finance Docket 28676. Mike Watkins was "coerced" into applying for a "severance pay". He had no union representation protecting him and the Carrier surely misled him into believing he would get his insurance paid upon retirement. The Carrier "withheld" UNION dues out of that severance pay, Watkins has to pay his "insurance" out of that severance pay.

As stated Watkins was told the severance pay would be credited each month to RRR and he would be eligible for carrier paid insurance like any other retiree. As stated by Watkins, this "WAS a "Fraud", to coerce, and extort the wealth from the employee and give it to the Corporate Railroad CN. This brings undue suffering to this man and his family. As stated, Watkins should have been placed on the GTWRR "EXTRA board", receiving his seven hours guaranteed wages, insurance's, having his RRR credits each month until he retires or recalled to work at Lang yard, Toledo, Ohio doing the work other crafts and contract shops are now doing. The UNION will not process claims in these wrongful acts by GTWRR.

The Carrier stated in the Black, Sorge case that they were NOT utilizing the 2001 CBA to deny Black, Sorge, and now Watkins their mandated NYD enhanced rights, privileges and benefits. If they ARE NOT, then WHY are Black, Sorge and Watkins and others, denied their rights to the GTWRR extra board? The Carrier and Union know these people are not working because of the 2001 CBA side letter # 1, just as the arbitrator Malin stated the reasons the Port Huron Carmen were denied their rights under the 1979 protections strictly stated in Thornton's 1996 side letter # 2 of his CBA.

There are several other Carmen in Battle Creek, Mi and other points who were treated just as or similar to Watkins, (forced to sever) without any rights, privileges or benefits of their labor protections. This was an act of coercion, intimidation, stealing from the members and employees to enrich the Corporate. Another form of (CORPORATE WELFARE!) What UNION would negotiate it's own demise???? Read that 2001 CBA. There must be about 60 members who were denied their protections and jobs by the Carrier and the UNION. Others forced to accept severance pay. This is just the truth. No sour grapes. This was illegal acts!

SUMMARY

I know ICC laws have been broken. I believe Security and Exchange Laws have been broken. I believe FTC laws have been broken or are challenged. These illegal acts have caused not enough "qualified" Carmen to be in place to inspect freight cars that

traverse this country , thus FRA Rules are ignored . All appearance's of violations of the Sherman ACT have occurred .

When a UNION in whom the "trust" has been placed , can and did negotiate a CBA that in effect strips the Mandated Labor protections from the membership , in place as "Conditions" for a Railroad to purchase another railroad , this fit's the case Nemitz v N&W RR. These acts must be reversed and the proper Labor Protections reinstated on the GTWRR and enforced by this Honorable STB and all employees made whole .

This presented in good faith , honesty and hope that the STB will enforce the ICC mandates that have been a part of law since 1979. These can be construed only as premeditated calculated acts to deny these employees labor protections and get rid of the Carman craft on the GTWRR.

Sincerely



Larry Thornton (employee rep. - appendix III section 11 a))
3156 Nokomis Trl.
Clyde, Mi. 48049

810-984-8644

CC TW Black
T. Sorge
M. Watkins

Dated July 5, 2005

CERTIFICATION OF SERVICE

This to certify that a copy of this amended and supplement to the STB in case Finance Docket 28676 Sub 5 has been sent by Facsimile to the noted attorney of record for the GTWRR below, this 5th day of July , 2005 .

Larry Thornton

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