

40 Lumur Drive
Sayville, NY 11782
December 1, 2003

Jim Fahey
Executive Director
Association of Commuter Rail Employees
420 Lexington Avenue - Suite 215
New York, NY 10017

Dear Jim:

How hypocritical of you to send me a copy and refer to the Association of Commuter Rail Employees (ACRE) Constitution and reference case law. You expect ACRE members to follow, abide by, and live up to the rules set forth in the ACRE Constitution, Members Bill of Rights, Local Division Bylaws, Federal, State and Local laws, while simultaneously you knowingly allow ACRE officers to run amuck of the ACRE Constitution, Members Bill of Rights, Local Division Bylaws, Federal, State and Local laws and violate their oath of office to this membership.

The ACRE Constitution, Members Bill of Rights and Local Division Bylaws were created by a committee comprised of ACRE members picked by ACRE officers. These documents were instituted on our membership without a chance to comment on or even be accepted by the membership with a vote. We are informed in these documents the process by which to change these rules and regulations if we do not agree with them. In essence the ACRE made up their own rules which we must follow.

The ACRE Constitution clearly states the following. Each member of the ACRE shall have the right to:

- **A copy of the contract and all letters of understanding covering the member.**
- **Inspect minutes and financial records and obtain copies of minutes at a reasonable cost.**
- **Every member shall uphold the Constitution of ACRE and their Local Division Bylaws.**
- **The Executive Board will arrange for a yearly audit of the Executive Board and Local Division Accounts.**
- **The Executive Board shall be responsible for adherence to and enforcement of the Constitution.**
- **The Director of the Executive Board will serve as spokesman for the Executive Board and be responsible for the enforcement of policy.**
- **No member or officer shall resort to the civil courts for redress of any grievance until all avenues provided by their Local Division Bylaws and this Constitution have been exhausted.**

Since August 1, 2002 I have made numerous requests for guaranteed information from my Local Division 9 Officers. Most of my requests for any guaranteed information and concerns have been ignored. When I exhausted my avenues within Local Division 9, I turned to you for help to enforce my rights as an ACRE member. You have failed to protect my rights as an ACRE member. On October 7, 2002 I sent you a certified letter detailing my problems, concerns and the treatment which I had received from Local Division 9 Officers. What was your response? You turned my concerns over to the very same people I complained about. You had Mike Doyle respond to me. Mike didn't even bother to carbon copy you with his response. You didn't even bother to follow up with me concerning my letter. Shows the true spirit and concern ACRE officers have towards this membership. I sent you another certified letter on October 30, 2003 which to date, you have failed to respond to.

Let this certified letter serve as my notice of intent. I have interviewed various labor relation attorneys. I even went back and paid for a few consultations. I have made my choice as to which law firm will represent my interests and guaranteed rights against the ACRE. Through mandatory payroll deduction, Metro-North deducts \$80.00 per month from my paycheck and forwards this to the ACRE. When the ACRE receives and accepts this deduction, I have certain rights bestowed upon me through the ACRE Constitution, Members Bill of Rights and

Local Division Bylaws. By the same token, the ACRE organization and officers have certain legal obligations which are bestowed upon them through the ACRE Constitution, Members Bill of Rights, Local Division Bylaws, Federal, State and Local laws. I refuse to allow the ACRE to continue to violate my guaranteed rights any longer.

You have ten days from the receipt of this letter to provide me with the following guaranteed information which I have previously requested in certified letters to the ACRE.

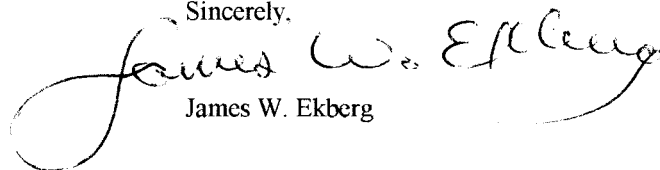
- A copy of the CMS Agreement in it's entirety. This agreement was signed prior to the ACRE and was never provided to the membership. I already have a copy of the resolution of outstanding issues concerning CMS.
- A copy of the negotiated agreement with MTA Metro-North Railroad which allowed General Chairman Bottalico and Doyle to be placed on full time union release positions. The ACRE membership was notified of this negotiated agreement by a letter to the membership dated December 8, 2000.
- Copies of all agreements and /or letters of understanding (written and verbal), which the ACRE has agreed to with MTA Metro-North Railroad since it's inception as the bargaining agent on MTA Metro-North property.
- Copies of ACRE Local Division 9 minutes from their monthly meetings in March, April, May and June 2000.
- A copy of ACRE's dues objection policy.

ACRE officers have thirty days to answer all of my concerns and provide all requested documentation pertaining to the various certified letters they have received from me to date. Failure to respond to these requests will result in an attorney filing a lawsuit against the ACRE and having the courts force the ACRE to provide me with this guaranteed information. Just picture ACRE officers in court reading from their own ACRE Constitution, Members Bill of Rights, Local Division Bylaws and reciting their oath of office. Reading all of my certified letters requesting guaranteed ACRE information. How will they explain their actions to a judge and /or jury? Imagine Mike Doyle reading his August 9, 2002 response letter to me with all of it's false assertions. Informing the ACRE membership of his response by placing a copy of this letter in ACRE bulletin boards. Acting like it was some sort of trophy to be admired by all. This scenario would be absolutely priceless. The best part of this lawsuit is since all of my concerns and the information which I have requested is guaranteed to me through the ACRE Constitution, Members Bill of Rights, Local Division Bylaws, Federal, State and Local Laws, **my court and legal fees will be reimbursed to me by the ACRE.** The ACRE membership will have a dues increase and /or assessment to pay for the actions of it's elected officers. Let no mistake be made. Now, or in the future, I will not tolerate any of my guaranteed or implied rights as an ACRE member to be violated and ignored by ACRE officers.

The ball is in your court and the clock is now ticking. Will ACRE officers now provide me with this guaranteed information which they are obligated to by the ACRE Constitution? Will they subject themselves and their membership to tens of thousands of dollars in court and legal fees? Regardless of the way you choose, the outcome will be the same. The ACRE and it's officers will have to provide all of this information to me. I am now prepared to sue the ACRE to protect my rights and interests.

Just a quick side note about ACRE's dues objection policy since your into law. According to the law, doesn't the ACRE need to publish a notice and their dues objection policy at least once a year to inform the membership of its existence? Inform me as to when and in what publication the ACRE notified the membership about their dues objection policy for the years 2001, 2002 and 2003. It is interesting that Local Division 9 has no dues objection policy. The policy on the Executive Level strips ACRE members of all of their Local Division Level rights. Why didn't you send me a copy of ACRE's dues objection policy? You only reference one. Does one really exist?

Sincerely,



James W. Ekberg

Sent via certified mail