

TABLE OF CONTENTS

<i>Subject Matter</i>	<i>Page</i>
The Public Review Board - 2007	
Members of the Board	
Operation	
Statistics	
Appeals Considered - 2007	
Conclusion	
Appendix A (Index of Appeals Considered in 2007)	
Appendix B (Annual Financial Statement for 2006)	
Appendix C. (Annual Financial Statement for 2007)	
Appendix D (Projected budget for 2008)	

(Frequently the International Executive Board is referred to as the "IEB," the Convention Appeals Committee as the "CAC," and the Public Review Board as the "PRB.")

**THE FIFTIETH ANNUAL REPORT OF THE PUBLIC
REVIEW BOARD TO THE MEMBERSHIP OF THE UNITED
AUTOMOBILE, AEROSPACE AND AGRICULTURAL
IMPLEMENT WORKERS OF AMERICA (UAW)**

January 1, 2007 through December 31, 2007

This report is submitted pursuant to Article 32, §8, of the International Constitution (2006 edition), which requires this Board annually to prepare and submit a report of its activities, including a summary of all appeals it has handled during the year, to the membership of the Union. This report covers the period between January 1, 2007 and December 31, 2007, and is the fiftieth to be issued since the establishment of the Public Review Board by the amendment to the International Constitution on April 8, 1957.

INTRODUCTION

The Public Review Board (PRB) was created by action of the delegates to the Sixteenth Constitutional Convention of the International Union, UAW, April 8, 1957. In the words of the Constitution, it was formed "... for the purpose of insuring a continuation of high moral and ethical standards in the administrative and operative practices of the International Union and its subordinate bodies, and to further strengthen the democratic processes and appeal procedures within the Union as they affect the rights and privileges of individual members of subordinate bodies."

MEMBERS OF THE BOARD

The PRB is composed of seven members proposed by the International President, with the approval of the International Executive Board (IEB), to the delegates of each Constitutional Convention of the Union. Members of the Board as of December 31, 2007, were:

Professor Theodore J. St. Antoine, James E. and Sarah A. Degan Professor Emeritus of Law, The University of Michigan, Ann Arbor, Michigan, Chairperson.

Professor Janice R. Bellace, Samuel Blank Professor of Legal Studies, The Wharton School of the University of Pennsylvania, Philadelphia, Pennsylvania.

Professor James J. Brudney, Professor of Law, Newton D. Baker-Baker & Hostetler Chair in Law, The Ohio State University College of Law, Columbus, Ohio.

Professor James E. Jones, Jr., Emeritus Professor of Labor Law and Industrial Relations, the University of Wisconsin, Madison, Wisconsin.

Dean Harry C. Katz, Dean and Jack Sheinkman Professor, Cornell University, ILR School, Ithaca, New York.

Professor Maria L. Ontiveros, Professor of Labor and Employment Law, University of San Francisco, San Francisco, California.

Death of Professor Benjamin Aaron

Professor Benjamin Aaron died on August 25, 2007, after 32 years of service on the Public Review Board. Professor Aaron had the distinction of being the only person who had been President of the National Academy of Arbitrators, of the Industrial Relations Research Association (now the Labor and Employment Relations Association), and of the International Society for Labor and Social Security Law. His contributions to this Board are greatly missed. The vacancy created by his death has not yet been filled.

HOW THE PRB FUNCTIONS

The PRB, jointly with the Convention Appeals Committee (CAC), acts as final appellate authority under the internal remedial procedures provided by the Constitution. In addition, it is the exclusive appellate authority for claims of violations of the Ethical Practices Codes.

Claims Arising Under the Constitution

Jurisdiction

The general appellate jurisdiction of the PRB is defined in Article 33, Section 3(f) of the Union's Constitution. For the most part, the respective jurisdictions of the PRB and the CAC are the same, except that the PRB is barred from reviewing the collective bargaining policies of the Union and, in appeals which concern the processing of a grievance arising under a collective bargaining agreement, the PRB may decide an appeal on its merits only if it first determines that elements of fraud, discrimination or collusion with management affected its handling, or that its handling or disposition was devoid of any rational basis. Also, for appeals from the interpretations of the Constitution by the President pursuant to Article 13, Section 8, the appeal is to the IEB and then the CAC.

Ultimate appellate authority over claims involving the collective bargaining policy, or grievance processing, where the jurisdictional prerequisites for review by the PRB have not been met, is exercised exclusively by the CAC. However, in the event that the PRB should determine that the handling of an appellant's grievance has not been affected by fraud, discrimination or collusion with management or that its handling or disposition was not devoid of any rational basis, these findings are final and binding on all parties, and may not be revisited by the CAC. Decisions of the PRB are final and binding on the Union and its members and are not reviewable by the CAC; likewise, CAC decisions are not subject to review by the PRB.

Procedure

The internal remedies provisions of the UAW Constitution and Ethical Practices Codes are broad enough to encompass virtually any claim arising under the Constitution as a result of the day-to-day operation of the Union. Article 33, Section 1, of the Constitution provides that a member may contest any action, decision or penalty of his/her local union or any of its units, committees, officers, committeepersons or stewards, the International Union, its International Executive Board or any of its officers, Regional directors or International representatives, or one of its administrative arms, including its national departments and bargaining councils, or any other subordinate body. A failure or refusal to act by any of the foregoing, where it allegedly results in an injury, may also be appealed.

Unless an appeal is from an act or omission occurring at the International level, a member must first seek relief for his or her problem from the general membership of the member's local (or unit) within 60 days of the event subject of the appeal. Members of amalgamated local unions that have a joint council or other delegate body must seek redress from the delegate body or the general membership of the local as well as the unit. If dissatisfied with the result obtained at the local level, the member may, within 30 days, submit a written appeal to the International Executive Board, in care of the International President, Solidarity House, 8000 East Jefferson Avenue, Detroit, Michigan 48214. Appeals challenging acts or omissions occurring at the International level must be initiated within 30 days of the time the member first learned, or reasonably should have learned, of the event subject of the appeal. These appeals must also be sent to the International President.

The appeal will be referred for review and decision, either to an Appeals Committee of the International Executive Board or to the International President. The report and recommendation of these authorities are in some instances (where the appeal is decided by an Appeals Committee or where the President decides a case involving a grievance against an employer) reviewed by a nine-member committee of the IEB. The reviewing body's (nine-member committee or President) decision becomes the decision of the IEB unless, within ten days of

circulation of the decision to all members of the IEB, one or more members request review by the full Board. In a few specified types of cases, however, Article 33, Section 2(b), of the Constitution provides that appeals shall not be taken beyond a specified level.

After receipt of the written decision of the IEB, a party, if dissatisfied, may appeal to the CAC or the PRB. Again this appeal must be in writing, setting forth the reasons for the appeal, and be submitted to the President of the International Union within 30 days of receipt of the IEB's decision. The President then transmits the appeal either to the PRB or the CAC, as the appellant may elect.

Claims Arising under the Ethical Practices Codes

The Ethical Practices Codes of the UAW were adopted by the Twenty-second Constitutional Convention of the Union in April 1970. The Codes are printed in the Constitution of the Union immediately following the textual provisions of the Constitution itself. There are four Codes which encompass the following subjects: Democratic Practices; Financial Practices; Health, Welfare and Retirement Funds; and Business and Financial Activities of Union Officials.

The procedures for processing claims involving allegations of violations of the Ethical Practices Codes are provided for in Article 32 of the Constitution and are processed in much the same manner as claims arising under the Constitution. If the claim relates to the operation of a subordinate body or any officer or representative thereof, the complaint must first be presented to the general membership of the local union. If the member fails to secure the redress sought from the local union, he or she is obliged to submit the complaint to the International Executive Board, which is then required to investigate the complaint, and notify the complaining member as to its disposition. Any party still dissatisfied may appeal the decision to the Public Review Board. The PRB is also empowered, in the event it concludes that the action of the IEB did not satisfactorily dispose of the problem, and even in the absence of an appeal, to initiate its own review of the IEB's disposition of a claim of Ethical Practices Codes violations.

Complaints concerning the operation of the International Union must be certified by the membership of a local union to the President of the International Union. In a ruling in 1994, a majority of the PRB ruled that the Constitution requires that both filing and certification must be instituted within the time frame permitted by the Constitution. Both the IEB and the PRB are authorized to waive compliance with the certification requirement when, in either of their respective judgments, there are valid and substantial reasons for doing so. Such complaints are then processed in the same manner as described in the preceding paragraph. A complete description of the procedures for the processing of Ethical Practices Codes complaints is set forth in Article 32, Section 5, of the International Constitution.

Procedural Advice

Any member of the Union seeking advice as to his or her procedural rights under the Constitution or the Ethical Practices Codes of the Union may contact the Public Review Board staff by telephone, fax, letter or electronic mail. The PRB's offices are located at 904 Starkweather, Plymouth, Michigan 48170. Its telephone number is (734) 454-9911; telefax number is (734) 454-9905; electronic mail (email) address is prbuaw2@att.net; and its website is www.uawpublicreviewboard.org. The Board's staff will advise the member as to procedures available to him/her under the Constitution of the Union whereby he or she may seek relief for any problem cognizable by the Constitution or Ethical Practices Codes of the Union. Staff may not comment or offer an opinion, however, as respects the merits of a member's claim.

The Public Review Board's procedures for handling an appeal are codified in formal Rules of Procedure as these are promulgated, and modified from time to time, by the members of the PRB. A copy of the current Rules is available free of charge to any member of the UAW.

The first 1400 decisions of the Public Review Board are available in 13 bound volumes and may be ordered from the Purchasing Department, International Union, UAW. The price of the volumes is \$227.10, which is the actual cost to the Union of their printing. Copies of individual decisions of the PRB are available to UAW members free of charge.

THE STATISTICS

At December 31, 2006, there were 18 appeals pending decision by the Board. During the ensuing twelve months, 23 additional appeals were filed. In calendar 2007, the members of the PRB decided 30 appeals, 1 appeal was dismissed, leaving 10 appeals pending as of December 31, 2007.

The budget submitted by the PRB to the IEB for calendar year 2007 projected expenditures by the PRB of \$567,550. Actual expenditures were \$509,626. Projected expenditures for 2008 are \$558,650. A statement of cash receipts and disbursements, detailing the costs for operating the Public Review Board in calendar years 2006 and 2007, is included in this Report as Appendixes B and C. The projected budget for calendar year 2008 is included as Appendix D.

APPEALS DECIDED—2007

Case No. 1543

Russell Thomas v. UAW Amalgamated Local Union 155 (Warren, Michigan), Region 1 (1/24/2007)

Claim:

The Local Union failed to represent the employees of Hydraulic Accessories Company adequately in connection with the closure of that business and the sale of its assets.

Disposition:

There was no legal basis for holding the owner of the business personally liable for the Company's obligations to its six employees and no corporate assets available to pay those obligations. The only legal claim the Union could assert against the owner was that he wrongfully converted payroll deductions for Union dues and employee benefits to pay the debts of the Corporation. The Union satisfied its duty to its members by using this argument to obtain the relief provided in the closing agreement.

Case No. 1548

Joyce Sonnier, Micheal Turner, and Vickie Turner, Members, UAW Local Union 148 (Lakewood, California) v. International Union, UAW (1/3/2007)

The appeal was remanded to the IEB.

Reconsideration was requested and denied.

Case No. 1548 II

Joyce Sonnier, Micheal Turner, and Vickie Turner, Members, UAW Local Union 148 (Lakewood, California) v. International Union, UAW (7/19/2007)

Claim:

The PRB should take jurisdiction over five appeals after the International President's staff refused to present them to the IEB.

Disposition:

The appeals were remanded to the IEB for a decision on the merits after the IEB dismissed them as untimely. The appeals cannot be dismissed as untimely because they were submitted within the Constitutional time limits. In response to the International Union's failure to investigate and address appellants' claims, we will take jurisdiction. After reviewing the five appeals, however, we have determined that they may be disposed of based on the material we now have before us. All of the appeals assert charges pursuant to Article 31 of the Constitution or complaints of violations of the UAW Ethical Practices Codes. Although one of the charges did satisfy the requirements of Article 31, §3, of the Constitution, it would no longer be equitable to submit the charges to a trial committee in light of the amount of time that has passed. Much of the delay resulted from behavior on the part of appellants' representative for which they must assume responsibility. Appellants' Ethical Practices Complaints are procedurally defective and their other charges fail under Article 31, §3(c), of the Constitution in that they involve actions taken by Union officials in the conduct of their offices.

Reconsideration was requested and denied.

Case No. 1549

Kelly Palmer v. UAW Local Union 668 (Saginaw, Michigan), Region 1D (1/24/2007)

The appeal was withdrawn.

Case No. 1550

Dennis Lapso, et al. v. UAW National Ford Department, Region 2B (2/20/2007)

Claim:

Procedures adopted by UAW Local 1250 to conduct a ratification vote on an agreement to modify the 2003 UAW-Ford National Agreement failed to maximize membership participation as required by Article 19, §3, of the International Constitution.

Disposition:

Appellants argued that there was not adequate time to inform the membership of Local 1250 about the amendments and the procedures for ratification and that some members may not have voted because the ratification vote coincided with

a scheduled layoff in the plants represented by Local Union 1250. The ratification of the tentative agreement nationally by a very narrow margin was well-publicized. The fact that Local 1250's approval of the amendment by a margin of 63 percent tipped the balance in favor of approval nationally would have been apparent to the members of Local 1250. If a substantial number of active members opposed to ratification of the amendment believed that their voices had been silenced by the circumstances at Local 1250, some of them would have objected. Yet, no active member of Local 1250 joined in this appeal. This record supports the conclusion that the membership accepted the process and the result.

Case No. 1551

Timothy W. Aston v. UAW Local Union 1714 (Warren, Ohio), Region 2B (1/24/2007)

Claim:

The Local Union's refusal to file grievances protesting the Company's use of outside contractors to do the work of Material Handlers and protesting its failure to equalize overtime among all members of the Material Handler's team lacked a rational basis.

Disposition:

The 2003 Local Agreement between GM-MFD and UAW Local 1714 introduced the team concept to this location and merged the classifications in the Material Handling Department into one overtime equalization group. It was reasonable for the Representatives of Local 1714 to conclude that the 2003 Local Agreement did not require them to abandon a settlement negotiated on behalf of the Service Drivers classification under the 1999 Agreement and begin the process anew with a grievance written on behalf of the entire Material Handling Department. Under the circumstances that existed when the new Local Agreement went into effect, an absolute and immediate transition to the combined equalization group anticipated by the 2003 Local Agreement was not possible.

Case No. 1552

*Phillip Polansky, Member, UAW Local Union 140 (Warren, Michigan)
vs. UAW National DaimlerChrysler Department, Region 1 (1/26/2007)*

Claim:

The Union's acceptance of Polansky's reinstatement in settlement of his discharge grievance after he had been suspended for three years resulted in a disproportionate punishment compared to that administered to other employees charged with the same offence.

Disposition:

The Company refused to settle Polansky's grievance because of his refusal to cooperate in its investigation of another employee. Under the circumstances, it was reasonable for the Union to delay settlement of the grievance until it could negotiate a restoration of Polansky's seniority. There was no contractual basis for an award of back pay.

Case No. 1553

*Deniese Alejandro v. UAW Local Union 2244 (Fremont, California), Region 5
(2/20/2007)*

Claim:

Improprieties occurred during the election of officers at Local 2244 that could have affected the outcome of the Presidential race.

Disposition:

Claims based on the use of company equipment by candidates or that candidates campaigned in the vicinity of the polls do not generally warrant the cost and disruption of rerunning elections even where the violations are firmly established. The majority of Alejandro's complaints fall into this category. On the other hand, Alejandro's allegation that a large number of members were excused from work and paid lost time in order to allow them to campaign for a particular slate would, if established, constitute grounds to overturn the election. In this instance, however, there was not sufficient evidence to support a finding that the members were not excused for legitimate purposes or that they were campaigning while being paid lost time by the Union.

Case No. 1554

Deniese Alejandro v. UAW Local Union 2244 Executive Board (Fremont, California), Region 5 (1/25/2007)

Claim:

A charge that another employee made a verbal threat against Alejandro satisfied the requirements of Article 31, §3, of the International Constitution.

Disposition:

Members who heard the remark that was the basis for the charge in context did not regard it as threatening. Alejandro's subjective interpretation of the remark does not alter its essential character. It was just an expression of frustration. We have consistently ruled that Article 31 of the Constitution is not designed to resolve personal disagreements between members.

Case No. 1555

Steven McMillan v. UAW Local Union 659 (Flint, Michigan), Region 1C (5/7/2007)

Claim:

The Unit's decision to withdraw a grievance protesting McMillan's termination for violating a last chance agreement lacked a rational basis and was motivated by collusion.

Disposition:

McMillan was terminated for missing outpatient treatment appointments. Although the Company's case was weak because the last chance agreement did not explicitly require outpatient care, there were weaknesses in the Union's case as well. McMillan apparently understood that outpatient care was part of his rehabilitation program, because he made appointments with an outpatient counselor. His claim that he did not have the co-pay required to keep the initial appointment does not explain why he allowed a month to elapse before seeing the counselor. The Federal Mediator concluded that the Company had followed the contract in terminating McMillan. That was the basis for the Unit's decision to withdraw his grievance. The Local Executive Board's direction to the Unit to make another attempt to reinstate McMillan did not amount to a finding that the Unit's decision lacked a rational basis.

Case No. 1556

Bradley Santos Bertone, Member, UAW Local Union 276 (Grand Prairie, Texas) v. UAW General Motors Department, Region 5 (2/21/2007)

Claim:

Bradley Bertone argues that the settlement of his grievances by the UAW-GM Department lacked a rational basis.

Disposition:

Bertone's prior disciplinary record subjected him to discharge under the Company's progressive disciplinary process. The Union achieved an excellent settlement for Bertone that preserved his job and his seniority. The Union's conclusion that it could not obtain a better settlement through arbitration was reasonable.

Case No. 1557

Al Flores, Itch Baines and Larry Espinosa, Members, UAW Local Union 719 (Countryside, Illinois), Region 4 v. International Executive Board, UAW (3/20/2007)

Claim:

The International Executive Board should have waived the Constitutional time limits for appealing the decision of the Local 719 Executive Board that charges filed against the Local Union President and Shop Chairperson were untimely.

Disposition:

The circumstances did not warrant a waiver of the time limits. Even if the appeal to the IEB had been timely, it lacked merit because appellants' charges were properly rejected by the Local Union Executive Board as untimely. The settlement of the Local Union's demand regarding how overtime would be offered to the Local Union President was part of the agreement that was approved by the membership on April 4, 2005, so that, at the very latest, the time limits for challenging that arrangement began to run on that date. Appellants' charges were not filed until October 3, 2005.

Case No. 1558

Raymond Bellew, Member, UAW Local Union 1700 (Detroit, Michigan), Region 1 v. UAW National DaimlerChrysler Department (3/20/2007)

Claim:

Appellant argues that his placement pursuant to the Memorandum of Understanding—Employment Security System (ESS) Program following the closure of his plant was influenced by hostility towards him as a result of his dissident activities.

Disposition:

Bellew has not identified any contract language that was violated by his placement. The fact that individual employees may have been consulted in the past and allowed to choose between alternative options for placement does not constitute an enforceable past practice. There is no basis in this record for concluding that the NJOES Committee gave any thought to the protest Bellew participated in several years ago when confronting the task of finding positions for the former McGraw employees in 2004.

Case No. 1559

Kelly Palmer v. UAW Local Union 668 (Saginaw, Michigan), Region 1D (4/16/2007)

Claim:

The Union's handling of grievances charging GM Management with violations of Paragraphs (71) and (85) of the National Agreement lacked a rational basis.

Disposition:

Palmer admitted that Management had never required him to work overtime in return for flextime hours. No other employees came forward to complain about Management's use of the flextime policy or claim to have been denied overtime opportunities as a result of a failure to equalize overtime hours. No violation of the National Agreement had been established so the Union's decision to withdraw Palmer's grievances protesting Management's use of flextime to reduce overtime costs was rational.

Case No. 1560

Gary Greene v. UAW Local Union 7777 (Detroit, Michigan), Region 1 (3/21/2007)

Claim:

The withdrawal of a grievance protesting Green's termination under the Greektown Casino's Attendance and Punctuality Policy lacked a rational basis.

Disposition:

While it is true that the Casino did not maintain a very precise account of the points assessed and removed from Greene's record in accordance with the system described in its attendance policy, it is also obvious that the point system was never strictly enforced. Greene was not terminated for any particular point, but because he was unable to correct his excessive absenteeism. The Union's conclusion that an arbitrator would refuse to order Greene's reinstatement was rational based on this record.

Case No. 1561

Christopher Bryant, Member, UAW Local Union 119 (Mesquite, Texas) v. Region 5, UAW (3/21/2007)

Claim:

The Regional Representative's decision to withdraw a grievance protesting Bryant's discharge for threatening another employee lacked a rational basis.

Disposition:

Company representatives had counseled Bryant about his aggressive behavior in the plant on two prior occasions. When Bryant was observed engaging in aggressive and offensive behavior on May 26, 2005, the Company invoked the rule that threatening a fellow employee is a dischargeable offense and terminated Bryant's employment. It was rational for the Union to conclude that an arbitrator would have sustained the Company's position.

Reconsideration was requested and denied.

Case No. 1562

Scott Dedic, President, and Tammy Thompson, Financial Secretary, UAW Amalgamated Local Union 2256 (Lansing, Michigan) v. The UAW International Auditing Department (7/20/07)

Claim:

The per capita tax obligation described in the Affiliation Agreement between the Lansing Independent Employees Union and the International Union, UAW was intended to apply to all public sector units that subsequently joined the Local.

Disposition:

We agree with the International Union that if the parties had intended to exempt all future public sector units from the customary per capita rate established by the UAW, it would have been stated explicitly in the Agreement. The International Union has acknowledged that its failure to explain the per capita tax requirements for future public sector units and to enforce those requirements in the past was an error. Now that the error has been acknowledged and the UAW's policy explained, we are hopeful that the parties can agree on satisfactory language to cover the public sector units that joined the Local after the original affiliation. The case is remanded for that purpose.

Case No. 1563

Glenn Esposito, Member, UAW Local Union 1714 (Warren, Ohio) v. International Executive Board, UAW (4/17/2007)

Claim:

Charges against two committeepersons described unethical conduct and therefore satisfied the requirements of Article 31, §3, of the International Constitution.

Disposition:

Esposito charged that a flier distributed by the two committeepersons violated the UAW Ethical Practices Codes. The charge ought to have been disqualified pursuant to Article 31, §3(c), of the Constitution, because the UAW Ethical Practices Codes protects the right of a union member to distribute leaflets addressing issues of concern to his fellow members.

Case No. 1564

John Lawrence v. UAW Local Union 1405 (Syracuse, Indiana), Region 3 (4/17/2007)

Claim:

The Local Union's handling of Lawrence's grievances lacked a rational basis.

Disposition:

The reinstatement agreement that Local 1405 obtained for Lawrence in 1999 was in all likelihood a better result than could have been achieved through arbitration. Lawrence was terminated a second time when a co-worker alleged that he posed a threat to his fellow employees, an allegation that turned out to be baseless. While the settlement achieved by the Local Union was not the kind of declaration of innocence that Lawrence was seeking, it could not have been obtained unless the Union had convinced representatives of the Company that Lawrence was essentially innocent. His termination was rescinded and he suffered only a brief disciplinary suspension. It would have been irrational for the Union to reject this settlement.

Reconsideration was requested and denied.

Case No. 1565

Carol Tomblin, Member, UAW Local Union 174 (Romulus, Michigan), Region 1A v. International Executive Board, UAW (4/18/2007)

Claim:

Charges should have been referred to a Local Trial Committee in accordance with Article 31, §3, of the International Constitution.

Disposition:

The charge dated April 10, 2006, referred to events that occurred on May 17, 2005. The charge was untimely on its face within the meaning of Article 31, §2, and therefore, improper for trial pursuant to Article 31, §3(b), of the Constitution. Furthermore, it appears that the charged party was not a member of the Union when the events took place. A charge against a person who is not a member of the UAW would never be appropriate for submission to a trial committee.

Case No. 1566

Eugene Toliver v. UAW Local Union 551 (Chicago, Illinois), Region 4 (5/7/2007)

Claim:

The withdrawal of a grievance protesting Toliver's termination for failure to respond to a five-day letter lacked a rational basis.

Disposition:

The Company followed the contract and sent Toliver a five-day notice when he failed to return from medical leave. Toliver's failure to claim his registered mail and respond to it gave the Company the right to terminate his seniority. There was no basis for pursuing an appeal of Toliver's grievance to the Umpire.

Case No. 1567

Terry Carter, Member, UAW Local Union 22 (Detroit, Michigan) v. Region 1, UAW (6/1/2007)

Claim:

Circumstances warranted a waiver of the Constitutional time limits applicable to Carter's appeal to the IEB protesting the Region's decision to withdraw his grievance.

Disposition:

The President's staff concluded that Carter's appeal to the IEB had not been filed within the Constitutional time limits applicable to appeals. While the President may waive the time limits if the circumstances warrant it, Carter has not given any explanation for his failure to comply with the Constitutional time limits.

Case No. 1568

Robert Henderson, Member, UAW Local Union 659 (Flint, Michigan), Region 1C v. UAW National General Motors Department (7/20/2007)

Claim:

Modifications of the health care benefits due to retirees under the GM-UAW National Agreement violated federal law and were therefore prohibited by the Preamble and Article 2, §4, of the UAW Constitution.

Disposition:

The negotiation of the settlement agreement and the plan to have it approved in a class action lawsuit was part of a complex bargaining policy which we are forbidden by Article 33, §3(f), to review in any way.

Reconsideration was requested and denied.

Case No. 1569

Kenneth Mitz, Member, UAW Local Union 730 (Wyoming, Michigan v. Region 1D, UAW (5/8/2007)

Claim:

The settlement of Mitz's grievances protesting the assessment of discipline and charging management with racial discrimination lacked a rational basis.

Disposition:

Mitz was disciplined for refusing a job assignment which he felt was inconsistent with his rights under the collective bargaining agreement. The International Representative and the Local Shop Committee settled Mitz's grievances based on their interpretation of the contract. We will not interfere with a local union's judgment on a matter of contract interpretation unless it can be shown to have been irrational. Mitz's legitimate complaints about the Supervisor's behavior towards African-Americans were investigated by the Local Union Civil Rights Committee, and Management was made aware of the Supervisor's inappropriate comments. By this time, however, the Supervisor was no longer employed by GM. The Company agreed to abide by Paragraph (6a) of the National Agreement. There was nothing more to be gained by pursuing Mitz's grievance. The fact that racial tensions have existed in the past and may recur is not the basis for any specific relief.

Case No. 1570

James B. O'Connor, et al. v. UAW Local Union 974 (East Peoria, Illinois), Region 4 (12/14/2007)

Claim:

Delegates elected to represent Amalgamated Local Union 974 at the 34th Constitutional Convention are entitled to be paid lost time (for active employees)

and per diem in accordance with the Local Union bylaws despite a motion passed by the Local Union's General Council that only authorized payment of airfare, hotel, registration fee, and insurance.

Disposition:

A motion at a membership meeting that is silent with respect to a mandatory provision of the Local bylaws cannot override the clear language of those bylaws, and the bylaws in this case are clear. There was no waiver of the bylaws authorizing lost time and per diem for Convention delegates. A private agreement to forego these expenses among members of the incumbent administration could not be imposed on those outside the group without their consent. Members have a right to rely on published rules and procedures.

Reconsideration was requested and denied.

Case No. 1571

Gregg Shotwell, Member, UAW Local Union 1753 (Lansing, Michigan) v. UAW National General Motors Department (8/9/2007)

Claim:

Employees of Delphi Coopersville who transferred to GM plants within the Lansing Area should have been paid relocation benefits.

Disposition:

There is no dispute that the Lansing Area Hire Area was expanded in 1993 to include Coopersville. Therefore, under the clear language of Paragraph (96a)(1) of the UAW-GM National Agreement, employees transferring from Coopersville to Lansing were not entitled to a relocation allowance.

Case No. 1572

Deborah Torres v. UAW Local Union 594 Executive Board (Pontiac, Michigan), Region 1 (8/10/2007)

Claim:

Charges against the Local Union Committeeperson should have been submitted to a trial committee in accordance with Article 31, §3, of the UAW Constitution.

Disposition:

It was error for the Local Executive Board to disqualify the charges under Article 31, §3(e), of the Constitution based on the conclusion that the evidence supporting the charges was hearsay. It is up to the trial committee to evaluate the evidence presented and determine its significance, relevance, and reliability. The IEB should review the Local Executive Board's decision that the charges satisfied the criteria set forth in Article 31, §3(a) through (d), of the Constitution.

Case No.1573

Tyrone Wilson v. UAW Local Union 1976 (Ypsilanti, Michigan), Region 1A (9/6/2007)

Claim:

The Bargaining Chairperson's decision not to file a grievance protesting the University's requirement that Wilson work for thirty days in the Academic Advising Center (ACC) lacked a rational basis.

Disposition:

Wilson never denied that his job description required him to participate in the Fast Track Program at the ACC. The Union had no contractual basis for challenging the University's insistence that Wilson perform tasks clearly contemplated by his job description.

Case No. 1574

Alan King, Member, UAW Local Union 685 (Kokomo, Indiana, Region 3) v. UAW National DaimlerChrysler Department (9/4/2007)

Claim:

The Union's decision to withdraw a grievance protesting King's termination for providing false information to the Company lacked a rational basis.

Disposition:

The record establishes clearly that King did provide false information to the Company, so his grievance had no merit. The Union had no choice but to withdraw it.

Case No. 1575

Victor Brant, Member, UAW Local Union 7777 (Detroit, Michigan), Region 1 v. UAW International Executive Board (12/17/2007)

Claim:

Brant maintains that he was entitled to additional salary for his service to UAW Local 7777 as its President in 2003.

Disposition:

Brant was instructed on two occasions, once by the President's staff and once by the International Auditor, to take his claim for compensation to the membership. He did so and the membership ruled in his favor. There was no appeal of the membership's action, so the decision of the membership is controlling.

Reconsideration was requested and denied.

Case No. 1576

Steven Lyons v. UAW Local Union 2280 (Utica, Michigan), Region 1 (12/17/2007)

Claim:

Lyons argued that as Alternate Committeeperson he was entitled to fill a vacancy in the position of District 9 Committeeperson created by the appointment of the incumbent Committeeperson to the position of Health and Safety Representative.

Disposition:

The Local Union bylaws clearly state that the Plant Chairperson will appoint a member to fill District Committeeperson vacancies for forty-five days until an election can be conducted. The Local Union's failure to conduct an election within forty-five days of the appointment has been rendered moot by General Elections conducted at this Local Union.

Reconsideration was requested and denied.

Conclusion

Copies of the complete text of any of the appeals discussed in the forgoing report are available on request to the PRB's office, 904 Starkweather, Plymouth, Michigan 48170; Telephone: (734) 454-9911; Fax: (734) 454-9905; email: prbuaw@att.net; website: www.uawpublicreviewboard.org

Respectfully submitted,

**THE PUBLIC REVIEW BOARD
INTERNATIONAL UNION, UAW**

**Theodore J. St. Antoine
Chairperson**

APPENDIX A

INDEX OF APPEALS CONSIDERED - 2007

<i>Case No.</i>	<i>Name</i>	<i>Page</i>
1543	Russell Thomas v. UAW Amalgamated Local Union 155	
1548	Joyce Sonnier, Micheal Turner, and Vickie Turner, Members, UAW Local Union 148 v. International Union, UAW	
1548 II	Joyce Sonnier, Micheal Turner, and Vickie Turner, Members, UAW Local Union 148 v. International Union, UAW	
1549	Kelly Palmer v. UAW Local Union 668	
1550	Dennis Lapso, et al v. UAW National Ford Department	
1551	Timothy W. Aston v. UAW Local Union 1714	
1552	Phillip Polansky, Member, UAW Local Union 140 v. UAW National DaimlerChrysler Department	
1553	Deniese Alejandro v. UAW Local Union 2244	
1554	Deniese Alejandro v. UAW Local Union 2244 Executive Board	
1555	Steven McMillan v. UAW Local Union 659	
1556	Bradley Santos Bertone, Member, UAW Local Union 276 v. UAW General Motors Department	
1557	Al Flores, Itch Baines, and Larry Espinosa, Members, UAW Local Union 719 v. International Executive Board, UAW	
1558	Raymond Bellew, Member, UAW Local Union 1700 v. UAW National DaimlerChrysler Department	
1559	Kelly Palmer v. UAW Local Union 668	
1560	Gary Greene v. UAW Local Union 7777	
1561	Christopher Bryant, Member, UAW Local Union 719 v. Region 5, UAW	

- 1562 Scott Dedic, President, Tammy Thompson, Financial Secretary,
UAW Amalgamated Local Union 2256
v. UAW International Auditing Department
- 1563 Glenn Esposito, Member, UAW Local Union 1714
v. International Executive Board, UAW
- 1564 John Lawrence v. UAW Local Union 1405
- 1565 Carol Tomblin, Member, UAW Local Union 174
v. International Executive Board, UAW
- 1566 Eugene Toliver v. UAW Local Union 551
- 1567 Terry Carter, Member, UAW Local Union 22
v. Region 1, UAW
- 1568 Robert Henderson, Member, UAW Local Union 659
v. UAW National General Motors Department
- 1569 Kenneth Mitz, Member, UAW Local Union 730
v. Region 1D, UAW
- 1570 James B. O'Connor, et al v. UAW Local Union 974
- 1571 Gregg Shotwell, Member, UAW Local Union 1753
v. UAW National General Motors Department
- 1572 Deborah Torres v. UAW Local Union 594 Executive Board
- 1573 Tyrone Wilson v. UAW Local Union 1976
- 1574 Alan King, Member, UAW Local Union 685
v. UAW National DaimlerChrysler Department
- 1575 Victor Brant, Member, UAW Local Union 7777
v. UAW International Executive Board
- 1576 Steven Lyons v. UAW Local Union 2280

APPENDIX B

**THE PUBLIC REVIEW BOARD
INTERNATIONAL UNION, UAW**

STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS
(Comerica-Plymouth)

January 1 to December 31, 2006

Receipts

International Union, UAW	\$	524,511
Interest income		<u>364</u>
		524,875

Disbursements

Compensation-Board Members	152,692
Salaries-Staff	236,723
Social Security and Payroll Taxes	17,071
Telephone	2,204
Office Supplies and Expense	19,135
Taxes, Federal, State, and Local	809
Insurance – Health	57,126
Insurance – Other	4,656
Executive Sessions and Hearings	32,247
Rent	9,450
Accounting Fees	4,000
Convention Expense	493
Pension Administrator Fees	1,165
Attorney Fees	7,328
Website	1,190

Total Disbursements 546,289

Increase (decrease) in cash	(21,414)
Beginning Cash Balance	<u>107,529</u>
Ending Cash Balance	<u><u>\$ 86,115</u></u>

Commercial Checking	\$	71,027
Basic Business Checking		4,592
Certificate of Deposit		<u>10,496</u>
	\$	<u><u>86,115</u></u>

APPENDIX C

THE PUBLIC REVIEW BOARD INTERNATIONAL UNION, UAW

STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS (Comerica-Plymouth)

January 1 to December 31, 2007

Receipts

International Union, UAW	\$	540,028
Interest income		<u>543</u>
		540,571

Disbursements

Compensation-Board Members	120,890
Salaries-Staff	242,238
Social Security and Payroll Taxes	17,410
Telephone	2,500
Office Supplies and Expense	20,162
Taxes, Federal, State, and Local	785
Insurance – Health	59,295
Insurance – Other	1,483
Executive Sessions and Hearings	20,013
Rent	9,450
Accounting Fees	4,500
Pension Administraton Fees	1,168
Attorney Fees	9,217
Website	515

Total Disbursements 509,626

Change in net assets	30,945
Net assets, beginning of year	<u>86,115</u>
Net assets, end of year	<u>\$ 117,060</u>

Cash in bank	\$ 106,032
Certificate of Deposit	<u>11,028</u>

Total Net Assets \$ 117,060

APPENDIX D

**THE PUBLIC REVIEW BOARD
INTERNATIONAL UNION, UAW**

ESTIMATED BUDGET

January 1 to December 31, 2008

Cash on deposit 12/31/07 \$117,060

Receipts:

International Union, UAW 1/1/07- 12/31/07 \$540,028
Interest Income 543

Total Receipts

\$540,571

Disbursements

**Actual
2007**

Proposed

2008

Compensation-Board Members	\$120,890	155,000
Staff salaries	242,238	245,000
Payroll taxes	17,410	18,000
Telephone	2,500	2,500
Office supplies and expenses	20,162	22,000
Office equipment	-0-	200
Taxes – federal, state and local	785	800
Insurance		
Health	59,295	60,000
Workers Compensation	1,483	2,000
Executive sessions and hearings	12,516	35,000
Travel	7,497	-0-
Rent and utilities	9,450	9,450
Accounting fees	4,500	5,000
Pension administraton fees	1,168	1,200
Attorney fees	9,217	2,000
Website	<u>515</u>	<u>500</u>

Total Disbursements

\$509,626

\$558,650