

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

APPEAL OF:

JOHN LONG, ET. AL, MEMBERS
UAW LOCAL UNION 2089,
Appellants

-vs-

CASE NO. 1469

UAW LOCAL UNION 2089
(Archbold, Ohio)
REGION 2B
(THE UNITED AUTOMOBILE, AEROSPACE
AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA),
Appellee.

DECISION

(Issued April 27, 2004)

PANEL SITTING: Prof. Theodore J. St. Antoine, Chairperson,
Prof. Benjamin Aaron, Prof. Janice R.
Bellace, Prof. James J. Brudney,
Prof. James E. Jones, Jr., and Prof. Paul C.
Weiler.

We consider whether the decision of the Local 2089 Shop Committee to withdraw a grievance protesting the Company's decision to credit Charlie Durbin with seniority in the maintenance classification lacked a rational basis.

FACTS

Charlie Durbin works at the Young Spring & Wire Division of Leggett & Platt, Inc. in Archbold, Ohio, with a plant hire date of September 7, 1978. On December 8, 1997, Young Spring & Wire posted a new position in the maintenance classification described as Preventive Predictive Maintenance ("PPM").¹ Durbin bid on the job and was awarded the new maintenance "PPM" position effective January 7, 1998. A description of the maintenance "PPM" position dated January 6, 1998, indicates that the job is in the maintenance classification and that the successful bidder for the position would start at

¹ Record, p. 43.

the maintenance entry level for seniority and hourly wages, unless he or she were already in the maintenance classification.²

On May 15, 1999, the Company and the Union agreed to change the practice with regard to the maintenance "PPM" position so that employees in the maintenance "PPM" classification would no longer accumulate seniority in the maintenance classification.³ Subsequently, during contract negotiations in March 2002, the Company and the Union agreed to eliminate the maintenance "PPM" position altogether.⁴ When the maintenance "PPM" position was discontinued effective May 15, 2002, Charlie Durbin returned to the maintenance classification and was credited with the seniority he had accrued from the effective date of his entry into the maintenance "PPM" position until it was separated from the maintenance classification. The credit Durbin received for the time worked in the maintenance "PPM" position prior to May 15, 1999, gave him a seniority date in the maintenance classification of January 5, 1999.⁵

John Long has a seniority date of April 18, 2001, and Dan Kneisley has a seniority date of May 20, 2001, in the maintenance classification at Young Spring & Wire.⁶ On May 15, 2002, Dan Kneisley filed Grievance DC 326667 protesting the placement of Charlie Durbin in the maintenance classification with the January 5, 1999, seniority date. The grievance claims that the position in the maintenance classification should have been bid and that the successful bidder should have entered the classification with date-of-entry seniority.⁷ The Company responded that Charlie Durbin did hold seniority in the maintenance classification accumulated prior to May 15, 1999, which gave him the right to return to the classification once his job was eliminated. The Local Union Shop Committee agreed with the Company's interpretation of the contract and withdrew Kneisley's grievance on May 22, 2002.⁸

Kneisley appealed the withdrawal of his grievance to the Local 2089 membership at a meeting on June 19, and the membership upheld his appeal. Charlie Durbin and the Local 2089 Shop Committee appealed the membership's ruling to the International Union on July 19, 2002.⁹ Meanwhile, in accordance with the membership's decision,

² Record, p. 38

³ Record, p. 35.

⁴ Record, p. 41.

⁵ Record, p. 45.

⁶ Record, p. 1.

⁷ Record, p. 4.

⁸ Record, p. 5.

⁹ Record, p. 6.

the Local Recording Secretary wrote to the Management of Young Spring & Wire and requested that Durbin be removed from the maintenance position and that the job be put up for bids. General Manager Ron Bahler responded to the Local Union's request as follows:

"In response to your request to remove Charlie Durbin from the maintenance classification, the Company believes the correct action was taken and agreed to in recognizing Charlie's maintenance seniority.

We acknowledge your request but elect not to comply, leaving Charlie in the maintenance classification."¹⁰

Dan Kneisley appealed the decision of the Company and the Shop Committee to the International Executive Board on August 7, 2002. Kneisley argued that before being awarded the maintenance "PPM" position, Charlie Durbin worked in the Sample Department as a sample maker. Kneisley argued that Durbin should have been returned to the sample maker position when the maintenance "PPM" position was eliminated.

The President's Administrative Assistant Gary Bryner responded to Kneisley's appeal on September 19, 2002. Bryner stated that Durbin had accumulated seniority in the maintenance classification from January 1998 to May 1999, and so was properly returned to that classification when the maintenance "PPM" classification was eliminated. Bryner referred to Section 3.4 of the Collective Bargaining Agreement, which provides as follows:

"In the event that the job of any employee is permanently discontinued, the employee may elect to return to the classification previously held or displace the least senior machine operator if the senior employee is capable of performing the work."¹¹

John Long and Dan Kneisley appealed Bryner's ruling to the International Executive Board on December 3, 2002. Long and Kneisley argued that the new classification of preventive predictive maintenance was never intended to accumulate seniority in the maintenance classification, even though this was not stated in the description of the position dated January 6, 1998. The appellants argued that the letter of May 1999 specifying that the maintenance "PPM" position would not accumulate seniority in the maintenance classification was intended to clarify the intent of the

¹⁰ Record, p. 8.

¹¹ Record, p. 12

parties on this point. The appellants noted that the May 1999 letter specifically provides:

“If the person holding the preventive/predictive maintenance classification should be successful at bidding on an Electrician and Maintenance classification they would start at entry level in maintenance in wage and seniority and would be required to successfully go thru the training program.”¹²

Appellants asserted that it was unfair for Charlie Durbin to be granted higher seniority in the maintenance classification than other employees who had to bid on the job and undergo training for their positions.

Edwin Hardeman and Frank Howe conducted a hearing on the appeal on August 12, 2003, as hearing officers for the International President, and they prepared a report based on the hearing for the International Executive Board. The hearing officers found that the work Durbin had been doing prior to May 15, 2002, was transferred to the maintenance classification and that Durbin followed the work into this classification. They stated that the contract did not prevent the Company from moving the work, so that the only question was Durbin's seniority in the maintenance classification. The hearing officers reported that the Company and the Union agreed that Durbin should be awarded the seniority he had accumulated in the maintenance classification because the maintenance “PPM” position had been part of the maintenance classification prior to May 1999. The hearing officers ruled that the Local Shop Committee's acceptance of this position was not arbitrary, capricious or devoid of a rational basis.¹³

The hearing officers denied the appeal and the International Executive Board adopted their report as its decision and notified the appellants on November 7, 2003. John Long has now appealed the IEB's decision to the Public Review Board.

ARGUMENT

A. John R. Long:

The decision issued by the International Executive Board contains a number of errors. The decision refers to the May 15, 1999, clarification of the bid for the new maintenance “PPM” position as another bid for the position. There was no other bid posted for the position. The May 15, 1999, letter is called a “Standard Order of Practice” which is commonly used by our Company and the Union to clarify parts of the contract which are unclear.

¹² Record, p. 35.

¹³ Record, p. 61.

Under the language of the Standard Order of Practice issued on May 15, 1999, Charlie Durbin should have had to bid on a job in the maintenance classification in order to move from the "PPM" classification. Charlie Durbin has never successfully bid on a job in the maintenance classification.

The job Charlie Durbin held before he entered the "PPM" classification on January 7, 1998, was the sample maker classification. He should have been returned to that classification when his job was eliminated.

B. International Union, UAW:

The May 1999, letter, or Standard Order of Practice, addressed prospective seniority issues in the maintenance classification. It was agreed that the "PPM" position would no longer accumulate seniority in that classification and that, in the future, an employee who successfully bid into the maintenance classification from the "PPM" position would have entry level seniority. This agreement did not require Durbin to forfeit the seniority he had accumulated in the maintenance classification prior to May 1999. It did bar him from accumulating any further seniority in the maintenance classification.

Appellants have offered no evidence that the withdrawal of Kneisley's grievance was motivated by fraud, discrimination or collusion with management. Nor was the decision devoid of a rational basis. The Company and the Local Shop Committee simply reached a reasonable agreement as to how to handle Durbin when the "PPM" position was eliminated. Therefore, the withdrawal of Kneisley's grievance was rational and the International Executive Board's decision should be upheld.

DISCUSSION

Our jurisdiction over claims arising from the disposition of collective bargaining grievances is limited to the question whether the matter was improperly handled because of fraud, discrimination or collusion with management or whether the handling of the matter was devoid of a rational basis.¹⁴ The PRB will not question the judgment of a Local Shop Committee in resolving contractual issues as long as its decision is rational.

Appellants in this case have made no claims of improper motivation on the part of the Local Union representatives, so the only question before us is whether the Shop Committee's decision not to pursue their grievance was rational. We find that it was.

The job description of the "PPM" position that was posted in January 6, 1998, clearly stated that the job was in the maintenance classification.¹⁵ No one from the

¹⁴ Constitution, International Union, UAW (2002), Article 33, §4(i).

¹⁵ The job description states in pertinent part:

maintenance classification challenged Durbin's right to accrue seniority in the classification in 1998, when he was awarded the "PPM" position effective January 7. Therefore, under the applicable documents, Durbin began earning seniority in the maintenance classification on January 7, 1998.

Appellants argue that the job description posted in 1998 became void when the parties adopted the new "Standard Order of Practice" for the "PPM" classification dated May 15, 1999. The 1999 document does state that the "PPM" classification will not accumulate maintenance seniority, but it does not state that seniority already earned in the classification would be forfeited. The documents in the record support the Local Shop Committee's conclusion that Charlie Durbin began to earn seniority in the maintenance classification on January 7, 1998, when he started working in the "PPM" position, and that he ceased to accumulate seniority when the new "Standard Order of Practice" was adopted in 1999. Therefore, the Shop Committee's decision had a rational basis and is not subject to further review by this Board.

The decision of the IEB is affirmed.

"...This will be a maintenance bid classification and the successful bidder if not holding a maintenance bid will start at the maintenance entry level for seniority and hourly wages..." (Record, p. 38)