

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

APPEAL OF:

NICK KARRAS,
Appellant,

-vs-

CASE NO. 1512

LOCAL UNION 653, UAW
(Pontiac, Michigan)
REGION 1
(THE UNITED AUTOMOBILE, AEROSPACE
AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA),
Appellee.

DECISION

(Issued November 22, 2005)

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

APPEARANCES: Nick Karras and Ellis Boal on behalf of appellant; Eunice Stokes-Wilson on behalf of the International Union, UAW; Charles E. Tiedeman and Ivan K. Arnold on behalf of Local Union 653, UAW.

Nick Karras appeals his removal as Local Shop Committee Chairperson by the Local Union President and the ruling by the Local Election Committee that he was ineligible to run for the position in elections conducted by Local 653 in 2004, because his membership in good standing had been broken during the previous year.

FACTS

Nick Karras was elected Chairperson of the Local 653 Shop Committee at General Motors' Drayton Plains Service and Parts Operation (GM-SPO) on May 22, 2001. GM discharged Karras on May 20, 2002, for misconduct and creating a hostile work environment. Karras filed four grievances protesting the discipline. The grievances were referred to the umpire step and Arbitrator Patrick A. McDonald conducted an evidentiary hearing on the matter on December 8, 2003. McDonald

concluded that Karras had been guilty of misconduct, but that the penalty of discharge was too severe. In a Decision and Award dated December 29, 2003, McDonald reinstated Karras to his former classification.¹ Karras returned to work at Drayton Plains on January 5, 2004.

In his decision, Arbitrator McDonald noted that the 2001 Shop Chairperson election had been hotly contested and polarizing. He remarked that Karras, who is white, defeated a black Committeeperson named Micheal Benton by approximately twenty to thirty votes.² McDonald concluded that Karras had triggered the events resulting in his discharge by bringing a voodoo doll that he had purchased as a souvenir while attending a conference in New Orleans into the already polarized atmosphere of the Drayton Plains plant.³ McDonald reported that on May 10, 2002, Karras brought this doll to work and placed it on top of his desk at the Union Work Center. Subsequently, some unknown person hung the doll from a bulletin board behind Karras' desk. On the evening of May 15, two second shift employees observed the doll and thought that it looked like a depiction of a black person being lynched. These two employees called security and a representative of the Union's Civil Rights Committee. McDonald reported that security personnel arrived with a camera and took pictures of the doll.⁴ One of these pictures got into the hands of another employee who started showing it around the plant. The atmosphere became so heated, that Karras was encouraged to leave the premises. Karras was interviewed about the doll on May 20, 2002. He acknowledged that the doll was his, but said that he was unaware that it was offensive to others.⁵

McDonald ruled that it was misconduct for Karras to bring the doll into the plant, but he found that the hostile situation created by the doll had been aggravated by Karras' political opponents. He stated:

“Rather than guarding the two pictures of the doll that had been entrusted to him, Employee McCray, who should have known better as the Union Civil Rights Committeeperson, allowed one of the pictures to fall into the hands of Employee Brian D. Employee D. went around the plant showing the picture to a number of employees, fomenting emotions.

¹ Record, pp. 12-31.

² Record, p. 15.

³ McDonald gave the following description of the doll:

“...The doll was approximately five inches in length, black in color, with white dots representing facial features, fingers, and toes. It is a cloth doll, and originally had a red tag attached to it describing the purpose of the doll. The tag read, ‘hang over inside of doorway of newly-opened business or house for protection and prosperity blessings.’ The tag was attached by a white string tied around the doll's neck. Attached to the white string was a loop of purple beads approximately thirty inches in circumference.” (Record, p. 15)

⁴ Record, p. 17.

⁵ Record, pp. 20-22.

Even the Grievant's former political opposition, Michael B., was unnecessarily brought into the scene so 'he could see this.' All of these factors are questionable at best in terms of being natural and probable consequences of bringing this doll into the plant. While the Grievant certainly should be held responsible for consequences directly caused by his misconduct, he should not be held responsible for the highly extraordinary consequences which were caused, to a great extent, by his political opposition."⁶

Beginning in November 2002, and continuing through May 2003, Karras sent a monthly letter to the Local certifying that he was eligible for good standing membership without the payment of dues, and applying for "out-of-work" credits pursuant to Article 16, §§18 and 19, of the International Constitution.⁷ During the months of June through October 2003, Karras paid Union dues of \$51.26 per month.⁸ In cover letters to

⁶ Record, p. 30.

⁷ Record pp. 1-7. The applicable portion of Article 16, §18, provides as follows:

"...A member who has been laid off, is on leave of absence, or is discharged from regular employment who is covered by check-off provisions under which management notifies the Local Union of members who are on leave of absence, laid off, rehired, or discharged, shall automatically be considered as entitled to 'out-of-work' credits, unless s/he has received benefits in lieu of work equivalent to forty (40) hours' pay as provided in the second paragraph of this Section. Any member in order to be entitled to 'out-of-work' credits shall report her/his layoff, leave of absence, or discharge, in person or otherwise, to the Financial Secretary of her/his Local Union within one month of the date such action became effective. ..."

Article 16, §19, states as follows:

"Any member who is entitled to 'out-of-work' credits under §18 of this Article and who does not secure an honorable withdrawal transfer card, shall be presumed to continue to be entitled to 'out-of-work' credits and thus remains in continuous good standing without the necessity of paying dues for the first six (6) months of such layoff or leave unless the member has had employment during this period which would necessitate her/his paying dues under the first paragraph of §18 of this Article or taking an honorable withdrawal transfer card under Article 17, §2. Unless any such member shall, during the last ten (10) days of such six (6) month period, certify in writing to the Local Union Financial Secretary in person or by registered or certified letter, that s/he continues to be eligible for good standing membership without payment of dues pursuant to §18 of this Article and Article 17, §2, the member shall automatically be noted on the Local Union's records as having been issued an honorable withdrawal card at the conclusion of said six (6) month period. If a member does certify as provided herein during the last ten (10) days of the six (6) month period, s/he shall continue to be eligible of 'out-of-work' credits for each additional month if during the last ten (10) days of such month s/he similarly certifies. Such a member shall automatically be noted on the Local Union's records as having been issued an honorable withdrawal transfer card on the first day of such a month in which the member fails to certify as provided herein."

⁸ Record, pp. 8-11.

the Local Union, Karras explained that he was submitting his dues pursuant to Article 17, §2, of the Constitution and that they consisted of two hours plus C. O. L. A. based on his classification at Drayton-SPO.⁹ When Karras returned to work in January 2004, he resumed his position as Shop Chairperson.

On January 16, 2004, Local 653 Financial Secretary Ivan Arnold wrote to International Vice President Richard Shoemaker asking about Karras' membership status. Arnold reported that Karras had started working as a truck driver outside the jurisdiction of the UAW on February 28, 2003, and that he paid dues for March, April, May, June, July, August, September and October 2003, but that he did not certify that he was entitled to out-of-work credits or pay dues in November and December 2003.¹⁰ There is no response to this letter in the record, but there is the following hand-written note on the bottom:

"Called B. Johnson (Reg. Rep.) & gave him the answer.
He'll call L. U. and take care of this."¹¹

On March 26, 2004, Karras wrote to Financial Secretary Arnold in response to a public comment attributed to Arnold that Karras was not a member in good standing. Karras insisted that he was a member in good standing because he had actually overpaid the dues required for the time that he worked outside of GM. Karras asked Arnold to put his charges in writing.¹²

On April 5, 2004, Karras accepted nomination to run for Shop Committee Chairperson in elections scheduled for May 12, 2004. On April 8, 2004, Election Committee Chairperson Robert Bussard advised Karras that he was not eligible to run for the position of Shop Chairperson under Rule #3 of the Local Union's Election Rules which requires a candidate to have been a member in continuous good standing for a period of one year immediately prior to the nomination. Bussard stated that Karras had not paid dues in November and December 2003, so that he was automatically considered to have been issued an honorable withdrawal/transfer card pursuant to Article 16, §19, of the Constitution.¹³ Karras responded to Bussard on April 8. He explained that he had overpaid his dues during the months of March through October 2003, by \$184.46, more than enough to cover the months of November and December 2003. Karras stated that he had never been issued a withdrawal card by the Local and

⁹ Article 17, §2, provides, in pertinent part:

"Any member laid off from her/his workplace but regularly employed on jobs outside the jurisdiction of the International Union shall take an honorable withdrawal transfer card, or in order to maintain her/himself in good standing in her/his Local Union, shall pay dues in accordance with Article 16 and Article 47."

¹⁰ Record, p. 35.

¹¹ Record, p. 36.

¹² Record, p. 39.

¹³ Record, p. 41.

that he had resumed his position as Chairperson when he returned to work in January, which showed that the Local considered him to be in good standing at that time. Finally, Karras asserted that Bussard's attempt to raise the issue of his good standing at this point was untimely.¹⁴ Karras appealed the Election Committee's ruling to the Local Union on April 16, 2004.¹⁵

An election notice for the May 12 election lists the following candidates for Shop Committee Chairperson: Greg Alee, Michael "Bear" Benton, and Rick Smith.¹⁶ Election results posted on May 13, 2004, indicate that a run-off would be conducted between candidates Alee and Benton in the race for Shop Committee Chairperson.¹⁷

Immediately after the election on May 12, President Tiedeman met with Karras and advised him that he was going to remove him as Shop Chairperson in order to allow a smooth transition in the office once the results of the run-off were known. Tiedeman stated that if Benton won, he did not believe that Benton and Karras could sit down together. Tiedeman told Karras that he was going to appoint Keith Gibbs as Chairperson for a week and a half to make the transition.¹⁸ According to a transcript of the meeting prepared by Karras, when Karras questioned Tiedeman's authority to remove him, Tiedeman responded that Karras had been allowed to serve as Shop Chairperson at the Local President's discretion when he returned to the plant, even though he had broken his membership in good standing in November 2003. Tiedeman stated that he was now exercising his discretion as President to remove Karras.¹⁹

On May 13, 2004, President Tiedeman advised the Personnel Director of GM-SPO that Karras had been functioning as Chairperson at the discretion of the Local President. Tiedeman stated that he was now appointing Keith Gibbs as temporary Chairperson until after the run-off election.²⁰ Tiedeman also sent Karras a letter removing him as Chairperson. Karras appealed his removal as Shop Chairperson to the Local Union on May 13, 2004. Karras appealed the Election Committee's decision not to place his name on the ballot for the position of Chairperson of the Local Shop Committee to the membership on May 16, 2004.²¹ In support of his appeal, Karras submitted pay stubs showing his earnings during the period while he was discharged.²² Karras argued that based on his earnings the amount of dues he paid exceeded the amount actually due by \$135.86.

¹⁴ Record, pp. 42-43.

¹⁵ Record, p. 49.

¹⁶ Record, p. 44.

¹⁷ Record, p. 97.

¹⁸ Record, pp. 68-70.

¹⁹ Record, pp. 79-80.

²⁰ Record, p. 86

²¹ Record, pp. 100-101.

²² Record, pp. 89-95.

A report on the discussion of Nick Karras' appeal is attached to the Local 653 Membership Meeting Minutes of May 16, 2004. The report indicates that President Tiedeman took the position that the excess dues paid by Karras in previous months could not be applied to the dues required in November and December. Karras responded that it is the Financial Secretary's responsibility to check off dues, so that it was his responsibility also to let him know if there was a problem.²³ On May 18, 2004, Financial Secretary Arnold advised Karras that the membership had voted to uphold the decision of the Local 653 Election Committee regarding his membership in good standing.²⁴ The membership did not act on Karras' appeal from his removal as Shop Chairperson at the May 16, 2004, meeting, because the Recording Secretary did not realize that this was a separate appeal. At a Special Executive Board meeting on July 21, 2004, a motion was adopted to support President Tiedeman's decision.²⁵ The minutes of May 16, 2004, were subsequently amended to reflect this action.²⁶

Karras appealed the Election Committee's ruling that he was ineligible to run for Shop Committee Chairperson as well as President's Tiedeman's decision to remove him from the position to the International Executive Board (IEB) on June 15, 2004. In response to the Election Committee's ruling, Karras argued that Article 16, §19, of the Constitution, which the Election Committee cited in support of its ruling, was inapplicable to his situation because he paid his dues continuously throughout the time that he was on discharge.²⁷ In support of this position, Karras cited *Stevens v. Local Union 595, UAW*, 2 PRB 493 (1976) and *Seals v. Local Union 216, UAW*, 3 PRB 338 (1982).²⁸ Karras explained that when he became employed at P&F Warehouse and

²³ Record, p. 111.

²⁴ Record, p. 116.

²⁵ Record, p. 135.

²⁶ Record, p. 145.

²⁷ Record, p. 120.

²⁸ Stevens was barred from running for shop Committeeperson-at-Large based on the Local Union's determination that his membership in good standing had lapsed while he was discharged. At the time of his discharge, he had asked the Local Financial Secretary what would be required to continue his membership in good standing, and the Financial Secretary advised him that nothing was required. In fact, an amendment to the Constitution adopted after Stevens' discharge made Article 16, §19, applicable to discharged employees as well as those on layoff, so that Stevens was required to certify that he was entitled to out-of-work credits after he had been out of work for 6 months. The Board found that Stevens' inquiry put the Local Union on notice that he wished to continue his membership in good standing, and obligated the Financial Secretary to advise him of his obligations under Article 16, §19. (2 PRB 493, at p. 500) The Board applied its rationale in *Stevens* in *Seals v. Local Union 216, UAW*. The decision in that case states:

"The rationale of *Stevens* is applicable here. Like Stevens, Kathy Seal attempted to maintain her membership in good standing status despite her protracted layoff. Like Stevens, she inquired directly of her financial secretary as to how membership in good standing status could be maintained. Seal did this by attempting to pay her dues, which were rejected by the financial secretary. He could not have misinterpreted her intention and, when he advised her that she could not pay dues, he also should have advised her that she was entitled to further out-of-work

NTB Trucking while he was on discharge, he began to pay dues at the rate for unskilled GM members. He later learned that this rate was too high based upon the wages he actually earned during this period. Karras stated:

“Accordingly I was a paid-up member throughout the time of my discharge, and the Local knew this continuously since I was paying at the highest rate in the Union for unskilled members.”²⁹

In response to President Tiedeman’s decision to remove him as Shop Chairperson prior to the run-off election, Karras noted that Tiedeman had not given nonpayment of dues as his reason, but instead stated his concern that Benton would not sit down with him after the election because of the bad feeling between the two of them. Karras noted that he had taken his place as elected Chairperson when he returned to work, and nothing was said about this being at the President’s discretion at that time. Karras asserted that the President did not have the authority to remove an elected Chairperson unless instructed to do so by the IEB or the Public Review Board (PRB), and then only if the Chairperson were found guilty of a charge under Article 31 of the Constitution or recalled by a two-thirds vote of the membership in accordance with Article 45 of the Constitution.³⁰

In response to Karras’ appeals, President Tiedeman stated that he allowed Karras to function as Shop Chairperson when he returned to the plant, even though his membership in good standing had lapsed, in order to allow the membership to put all of the issues surrounding his discharge behind them. Tiedeman explained his decision to remove Karras as follows:

“The elections were held and a runoff election for Chairperson had to be held. During the time of campaigning for the election by the two candidates it became clear to me that there was a lot of friction between them and Nick Karras. At this same time, local negotiations were in progress. Considerable progress had been made toward a new contract and I was getting a distinct feeling that when a new Chairperson was elected there would not be a good transition of information from Nick Karras and I appointed Keith Gibbs to facilitate a smooth transition and prevent losing what had been gained toward a new contract.”³¹

credits by certifying during the last ten days of the first automatic six month out-of-work credit period that she continued to be eligible for good standing membership payment of dues pursuant to Article 16, §18 and Article 17, §2. ...” (3 PRB 338, at 341)

²⁹ Record, p. 120.

³⁰ Record, pp. 121-122.

³¹ Record, p. 144.

Presidential Administrative Assistant Don Sarkesian conducted a hearing on Karras' appeal on behalf of President Gettelfinger and prepared a report of his findings for the IEB. Sarkesian reported that Karras started working at another job while he was discharged by GM-SPO in March 2003. He stated that Karras began paying dues at the GM rate in May 2003, based on instructions from the Local Financial Secretary. Sarkesian's report indicates that Karras paid back dues for March and April, when he paid his dues in May. Sarkesian reported that the Local Union did not receive any dues from Karras in November and December 2003, nor any explanation for why no dues had been submitted.³²

Sarkesian noted that when Karras began working in March 2003, he continued to apply for "out-of-work" credits. According to Sarkesian's report, the Local Union notified Karras in May that they had heard that he was working. He noted that under Article 16, §18, a discharged member is required to report immediately to the Financial Secretary any employment obtained during the period of his discharge.³³ Based on these circumstances, Sarkesian ruled that when Karras started working in March 2003, without paying dues, he should have been issued an honorable withdrawal card, and that everything that happened after that was irrelevant.³⁴

With respect to Tiedeman's removal of Karras, Sarkesian reported that all of the parties agreed that Karras would only have been in office for one more week after his removal in any event. While Sarkesian found that it would have been more appropriate to allow Karras to finish out that week, he found that the issue was now moot, since a new Chairperson had been elected.³⁵ Sarkesian denied Karras' appeals and the IEB adopted his decision with a cover letter dated February 4, 2005. Karras appealed the IEB's decision to the PRB on March 9, 2005. We heard the parties in oral argument on October 22, 2005.

ARGUMENT

A. Nick Karras, by his attorney, Attorney Ellis Boal:

Ordinarily an appellant is held to know and understand the provisions of the Constitution and local union bylaws. Nevertheless, to the extent that Article 16, §§18 and 19, have any bearing at all on this case, it should be acknowledged that this is a confusing piece of prose. The sections refer to "out-of-work" credits as though the Local were dutifully recording some kind of credit to the account of members who are not working. There is no definition of "out-of-work" credits in the Constitution and the term is essentially meaningless. The whole section is written in confusing language which

³² Record, pp. 155-156.

³³ Record, p. 159.

³⁴ Record, p. 160.

³⁵ Record, p. 162.

includes exceptions and exceptions to the exceptions, thereby taking several readings to digest. Complex verbiage of this nature should be construed in favor of members who are down in their luck and out on the street. Fired members with grievances pending should be forgiven for missteps.

The Constitution's lack of clarity regarding the dues obligations of discharged members is corroborated by the fact that President Tiedeman did not know whether Karras should pay dues or how much he should pay. Karras did speak with President Tiedeman in March about his new job. He asked whether he needed to begin paying dues, given that P&F was nonunion. He offered to give Tiedeman a check. Tiedeman did not know the answer, and he told Karras not to pay until he checked on it with the International Union. At this point, it had not been established what dues Karras would be required to pay, if any, so he continued to send the same letters to the Local that he had been sending to certify that he was entitled to out-of-work credits. Karras offered to pay in March and was told to wait. Therefore, he should not have been held to have broken his membership in good standing in March or April 2003.

Karras contacted Tiedeman again in April about the dues, but Tiedeman still did not have the answer. In May, Tiedeman gave Karras a figure to pay that he had obtained from Financial Secretary Ivan Arnold and Committeeperson Ron King. Karras was entitled to rely on the information that was ultimately given to him by the Financial Secretary under previous rulings of the PRB. In light of the Local Union's uncertainty on the subject of Karras' obligations and his evident intention to maintain good standing, Financial Secretary Arnold should have sat down with him and reviewed every procedure, including any requirement that Karras certify his intention to remain a member in good standing.

The Local now acknowledges in retrospect that Arnold and King inadvertently gave Karras the wrong figures. Karras testified about this at the IEB hearing, but the report to the IEB contains no record of his testimony, even though Tiedeman was present at the hearing and did not dispute it. Instead, the report to the IEB states that the Local Union notified Karras in May 2003 that they heard that he was working. Though this statement is literally true, it is misleading in that it suggests that May 2003 was the first time that the Local discussed Karras' outside employment with him.

Nick Karras' dues were fully paid up when he accepted nomination to run for Shop Committee Chairperson. His dues for November and December were covered by overpayments in the previous months. Karras realized that he had been paying too much in October 2003. At this point, he had been working as a truck driver at a nonunion company at greatly reduced wages. He was having a hard time financially. The monthly dues imposed a serious strain on his finances. When he realized that he should not have been paying dues based on his former income from General Motors, and that he was overpaid, he stopped paying dues. Although he did not call the Union to explain this decision, he was working with the union on his arbitration at this point seeking his reinstatement. His intention to continue his membership could not have

been misunderstood. If his dues were in arrears, it was up to the Financial Secretary to advise him.

At the hearing conducted by Administrative Assistant Don Sarkesian, the newly elected Chairperson Greg Alee, District Committeeperson Ron King and Karras all testified that the Chairperson's term begins on the first Monday of the month of June after the election. So Karras' term would not have ended until June 6. Even though Sarkesian, reporting to the IEB on behalf of the President, ruled that it would have been more appropriate to let the appellant continue as Chairperson for the brief remaining period of his term, the President now says that the Local did not err in removing him.

We assert that it was error. Karras was reinstated as Shop Chairperson immediately upon his return to work on January 6, 2004. Certainly, the membership could see that Karras was serving in this very public Local Union position. Given that Local politics had been partially responsible for Karras' discharge, there was likely much discussion about it. Not one of the Local Union's 600 members appealed or protested Karras' return to the position of Shop Chairperson. The membership effectively waived any requirement that Karras have maintained membership in good standing for one year when he returned to the position of Shop Chairperson. The requirement having been waived for purposes of service, it was waived for all purposes, including eligibility to run for the position. Furthermore, we believe that Karras should be entitled to back pay for the period that he was wrongfully removed from the position of Shop Chairperson.

B. International Union, UAW:

Article 16, §18, of the Constitution provides that a discharged member who works less than forty hours in a month is eligible for "out-of-work" credits. Article 16, §19, provides that discharged members who do not obtain regular employment elsewhere automatically receive a six-month period of continued membership. After the six-month period has expired, the member is required to certify each month that he or she is still entitled to "out-of-work" credits by reason of not having secured another job. Karras did certify that he was entitled to "out-of-work" credits, and thereby maintained his membership in good standing until March 2003, at which time he obtained employment outside of the jurisdiction of the UAW.

Article 16, §18, in addition to explaining how to apply for "out-of-work" credits, also requires discharged members to report immediately to the Local Financial Secretary any other employment he or she may obtain during the period of the discharge. Once he obtained employment, Karras should not have continued to apply for "out-of-work" credits. Instead he should have begun to pay dues. At first, the Local did not understand that he should be paying dues. When this issue was cleared up, Financial Secretary Arnold told Karras that he should pay the equivalent of two hours straight time pay per month. He did not specify that rate of pay and Karras began paying dues based on the GM rate of pay.

In November and December, Karras stopped paying his dues. He argues that he had no obligation to pay dues in November and December 2003, because he had been overpaying dues since March 2003. He claims that he had a balance sufficient to cover whatever payments were due. The problem is that Karras did nothing to indicate his desire to continue his membership in good standing during the months of November and December 2003. The Local was unaware in November and December, that Karras had overpaid his dues obligation. Therefore, the Local had no basis for concluding that he wished to continue his membership in this period. Furthermore, even if the Local had been aware of the overpayment, this alone would not necessarily warrant an inference that Karras wished to have those sums applied to his future dues obligations.

Even if Financial Secretary Arnold had overstated the amount due, Karras was not given any erroneous information by the Local Union that would have interrupted his membership in good standing. Had he presented himself at the Local Union in November and raised this issue about the overpayment, an arrangement might have been made at that point to apply the payment to his future dues obligations. However, Karras never raised the issue of the overpayment until his membership in good standing was challenged by the Election Committee in April 2004.

Article 16, §2, provides that dues must be paid in the current month. When Karras failed to pay his dues in November, he was automatically issued an honorable withdrawal card. Having interrupted his good standing as a member of the Union in November 2003, Karras was ineligible to run for the office of Chairperson of the Shop Committee, and the Election Committee correctly refused to place his name on the ballot for the position. The requirement of Article 38, §3, that candidates for Executive Offices must have been a member in good standing for one year immediately prior to nominations cannot be waived or shortened except in the case of new local unions.

Because of his failure to pay dues in November and December 2003, Karras was not a member in good standing when he returned to work in January 2004. The Local's bylaws clearly provide that no employee may hold office unless s/he has maintained at least one continuous year of membership in good standing. Since appellant did not meet this standard, he should not have been allowed to serve as Chairperson for any period of time. Karras had no right to hold office and therefore the Local did not err in removing him before the end of his term. In fact, by allowing him to serve as Chairperson for approximately four months after he was reinstated, the Local conferred a benefit on him. Appellant cannot rely on an error made in his favor to challenge what was ultimately the correct decision.

C. Rebuttal, by Ellis Boal on behalf of Nick Karras:

Article 16, §2, establishes a dues obligation equivalent to two hours straight time pay per month. It is not disputed that the amount Karras paid to the Union during the period from May through October 2003 was \$23.26 per month in excess of the amount actually due under the Constitution. Therefore, in all of the months highlighted by the International President (August, November and December), Karras' dues were paid up

ahead. He was not advised of any arrearage when he returned to work in January 2004. If the Local Union had any problem with Karras' good standing, that was the time to raise the issue. President Tiedeman did not assert Karras' standing as a member as the reason for his removal. The only reason he gave for his decision was to ensure a smooth transition between Bargaining Chairpersons. There was no Constitutional authority for his action.

Karras took every possible action to challenge the Election Committee's erroneous decision to disqualify him prior to the election. The only remedy now available to correct that error is to rerun the election for Chairperson with Karras as a candidate. Furthermore, Karras was wrongfully removed from his elected position as Chairperson prior to the expiration of his term of office. He is entitled to back pay and interest for the 21 days during which he was improperly removed.

DECISION

Making sense of the provisions in the International Constitution that deal with members' dues obligations is a daunting task to say the least, and this is particularly so in the case of discharged members. The extremely dense prose of Article 16, §§18 and 19, is followed by further complications in regard to the issuance of Honorable Withdrawal Transfer Cards in Article 17. Article 17 refers back to Article 16 and also to Article 47. Article 47 indicates that the Local Union may provide for the forfeiture of membership for non-payment of dues without the necessity of filing charges and conducting a trial, but this suggests that forfeiture of membership does not automatically result from a delinquency. We question whether a set of consistent rules regarding the obligations of discharged members can actually be gleaned from these provisions, but in any event, it is clear that an understanding of these provisions cannot be imputed to individual members. Discharged members have an absolute right to rely on the instructions given to them by their Local Financial Secretary in regard to their dues obligations, and they cannot be held to have broken membership in good standing if they follow such instructions, even where such instructions are inconsistent with some portion of Article 16 and the related provisions of the Constitution.

The evidence strongly supports Karras' account that he reported his employment to President Tiedeman in March 2003, and that Tiedeman told him to wait until he contacted the International Union to find out what was required. President Tiedeman never challenged Karras' description of these events until after the hearing conducted by Administrative Assistant Sarkesian on behalf of the IEB. The denial then came in the form of cryptic responses to the questions posed in Sarkesian's letter of June 22, 2005, which are not very credible.³⁶ Therefore, Karras did not break his membership in good standing in March and April 2003, when he failed to pay dues based on his employment outside the jurisdiction of the UAW, because he was acting in reliance on the advice of President Tiedeman.

³⁶ Record, pp. 185-186.

There was never any serious claim that Karras broke his good standing in August, although he paid his dues for August in September. There may be any number of explanations for this, but they do not concern us here. The issue was not raised during the appeal to the IEB and is not part of this appeal. The Local Union's claim has always been that Karras broke his good standing in November when he failed to pay dues or explain the reason for not paying.

Karras states that he stopped paying because he discovered that he had been overpaying his dues. He points out that the overpayment resulted from incorrect advice given to him by the Local Financial Secretary on which he was entitled to rely, based on previous PRB decisions. We agree that he was entitled to rely on the advice given to him by the Financial Secretary, but we also agree with the International Union that his failure to pay dues in November cannot be attributed to that advice. If he had overpaid, his recourse was to request a refund and have that applied to the future dues payment. At the very least, he needed to contact the Local Union and alert them that he believed his prior payments were sufficient to cover his November dues. We can understand how he might have failed to take these steps while he was focused on preparing for an arbitration to regain his job, but it was his oversight and not the result of anything told to him by the Local Union officers.

Under the rules for local union elections of executive officers set forth in Article 38, §10, of the International Constitution, the local union's Election Committee is charged with the responsibility for supervising the election and administering the procedures for conducting the election established by the membership. The UAW Local 653 rules governing the election of the Local Chairperson state that no member is eligible to serve as Chairperson unless he or she has been a member in continuous good standing for a period of one year prior to the nomination.³⁷ When Karras accepted nomination to run for Chairperson in April, it was the Election Committee's responsibility to determine his eligibility for the office. The Election Committee concluded that he was not eligible because of his failure to pay dues in November and December 2003.

We do not find that the decision reached by the Election Committee was absolutely compelled by anything in the Constitution given the facts of this case. Had the Election Committee determined that Karras should have been credited with having paid his dues in November and December 2003, based on the overpayments in the previous months, we do not think a challenge to that decision could have been sustained. The situation is similar to that in *DeGray v. MDA-UAW Local 571*, PRB Case No. 1477, (2004), where an Election Committee disqualified a substantial number of absentee ballots based on the rule that ballots received after the start of an election may not be counted. Although we found it unfortunate in that case that the Election Committee's rigid application of the rule disenfranchised a sufficient number of votes to have possibly affected the outcome of the election, we found that the Election

³⁷ Record, p. 32.

Committee had made a good faith application of the rule to the facts in a manner consistent with the Constitution, so that there was no basis for overruling its judgment. The same principle applies here. The Election Committee made a decision that was within its discretion and there is no Constitutional basis for us to upset the Election Committee's determination on this point.

The same cannot be said about President Tiedeman's decision to remove Karras from his elected office prior to the expiration of his term. Even if Tiedeman believed that Karras was not eligible to hold the office because he had broken his membership in good standing, he had no authority summarily to remove him. In any event, it is clear from this record and Tiedeman's testimony during oral argument that he removed Karras in order to ensure a smooth transition in the office of Chairperson, rather than because of any concern over Karras' eligibility to hold the office. Financial Secretary Arnold raised a question about Karras' good standing in a letter to Vice President Shoemaker on January 16, 2004. This was the appropriate means for raising the issue, but the International took no action at that time to remove Karras from office. President Tiedeman had no authority under the Constitution to remove Karras for any reason. Such a decision is not within the discretion of the Local Union President. Accordingly, Karras is entitled to be compensated by the Local Union for any monetary loss he suffered as a result of his removal before the expiration of his term.

It is so ordered.