

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

APPEAL OF:

GREGORY G. NASH, Member  
LOCAL UNION 594, UAW  
REGION 1  
(Pontiac, Michigan),  
Appellant

-vs-

CASE NO. 1583

UAW NATIONAL GENERAL MOTORS DEPARTMENT  
(THE UNITED AUTOMOBILE, AEROSPACE  
AND AGRICULTURAL IMPLEMENT  
WORKERS OF AMERICA),  
Appellee.

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**DECISION**

(Issued February 12, 2008)

PANEL SITTING: Prof. Theodore J. St. Antoine, Chairperson,  
Prof. Janice R. Bellace, Prof. James J.  
Brudney, Prof. James E. Jones, Jr.,  
Dean Harry C. Katz, and Prof. Maria L.  
Ontiveros.

Gregory Nash argues that the settlement of his discharge grievance by Umpire Staff Representative Debbie Chamberlain was influenced by collusion between General Motors and the UAW or lacked a rational basis.

**FACTS**

Gregory Nash was a Wood Model Maker at General Motors' Truck and Bus Group in Pontiac, Michigan, in a bargaining unit represented by UAW Local 594. He had a seniority date of April 15, 1985. After being discharged on January 15, 1999, Nash was reinstated under a Condition of Employment Agreement.<sup>1</sup> That Agreement provided that any violation of Company rules within an 18-month period would be cause for automatic discharge. In addition, Nash agreed to be evaluated by the Central Diagnostic Referral Agency. Nash signed the reinstatement agreement on October 29, 1999, but he also sent a letter to Local Union 594 objecting to its terms.<sup>2</sup> Nash

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<sup>1</sup> Record, p. 3.

<sup>2</sup> Record, p. 1.

appealed the settlement of his grievance by Local 594 to the International Executive Board (IEB) and then to the Public Review Board (PRB).<sup>3</sup>

On September 5, 2000, Wood Model Shop Supervisor Dave Lepore put Nash on notice for being out of his area without permission in violation of Shop Rule #11. Lepore reported that he stopped Nash outside the employee gate entrance and asked him what he was doing. Lepore gave the following description of his conversation with Nash:

“...I stopped Greg on the cart and asked him what he was doing. He stated he was putting his papers away that he was preparing for the next day’s meeting with Steve Friedle. I stated to him that didn’t I tell you I did not want you in the parking lot before the end of your shift. Remember, you and I had this very same conversation before. (August 10, 2000) Greg agreed. You are clearly out of your area without permission from your supervisor. So, you admit that you and I had this talk before. I told Greg that he was on notice for possible violation of shop rules. I stated that there will be a 76(a) interview held tomorrow. He asked if we could talk about this. I stated we will discuss that at the 76(a). The time was 4:05 p.m.”<sup>4</sup>

Lepore reported that Nash later came up and begged him to drop the matter. According to Lepore, Nash stated that he had medical and personal problems. Lepore stated that he replied that they would discuss it the next day. According to Lepore, Nash said that he knew he would be fired following the Paragraph 76(a) interview.

The following day, Nash called to report that he would not be at work that day. A note signed by Dr. Frank J. Greene on September 5, 2000, states:

“Greg Nash will not be able to work on Wednesday, September 6, 2000, for medical reasons.”<sup>5</sup>

Dr. Greene submitted a second note on November 6, 2000, stating that Nash would be unable to work through November 17, 2000.<sup>6</sup> At this point, it appears that Nash consulted Occupational Therapist Judy K. Jurk of the Michigan Department of Career Development, Michigan Rehabilitation Services section. On October 18, 2000, Nash

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<sup>3</sup> In *Nash v. UAW General Motors Department*, PRB Case No. 1349 (2001), the Public Review Board found that the Union’s handling of Nash’s grievance was rational.

<sup>4</sup> Record, p. 4.

<sup>5</sup> Record, p. 6. Nash began seeing Dr. Greene on February 8, 2000, for treatment of depression and panic attacks. (Record, p. 15)

<sup>6</sup> Record, p. 9.

and Therapist Jurk met with Local 594 Shop Chairperson Bill King at the Union Hall. Jurk made the following note about the meeting:

“On this date, Greg and I met in Pontiac at the UAW Building. We met with Bill King and they were cooperative and it seems like we did accomplish the idea of returning Greg to his employment. Mr. King will be calling Kathleen Dolans, Union Representative, to check on Greg’s return to his employment. Greg has had a very trying time over the last 5 years regarding Union Representation. It all started when Greg filed a complaint about conditions at the work site.”<sup>7</sup>

After meeting with Nash and Jurk, Chairperson King advised Nash that the Company could fire him and that he would have to enroll in the Employee Assistance Program (EAP) at the Pontiac Plant.<sup>8</sup> On November 9, 2000, Nash signed an agreement with the Crossroads Employee Assistance Program accepting six “Work/Family Treatment Recommendations,” which included a psychiatric evaluation by Frank Greene, M.D. and weekly sessions with the plant EAP Representative, Joseph Grandberry.<sup>9</sup> Therapist Jurk confirmed this agreement in a letter to Chairperson King on November 13, 2000. In her letter, Jurk informed King that Nash had a disability that required accommodation under the Americans with Disabilities Act (ADA). She wrote:

“According to the *Americans with Disabilities Act*, Mr. Nash has a diagnosis made by Dr. Prasad of Severe Depression and Anxiety Attacks. Thus, Mr. Nash is protected as a qualified person with a disability under the *Americans with Disabilities Act*.”<sup>10</sup>

On November 17, 2000, Nash attempted to return to work. In a written statement regarding this attempt, he reported that he punched in at 5:30 a.m. for a 6:00 a.m. start time. Nash stated that Supervisor Dave Lepore told him that he needed to present a transfer activity document (TAD) and clear through medical. Lepore further stated that it was a holiday, so medical was closed. Nevertheless, Nash stated that he managed to get clearance through medical in Plant 6 and a TAD from a member of GM Management. Nash wrote:

“...I completed medical and had my TAD signed. I was told by Dave Lepore after supplying the documents to punch the time clock again. After that was completed, Dave Lepore

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<sup>7</sup> Record, p. 7.

<sup>8</sup> Record, p. 8.

<sup>9</sup> Record, p. 10.

<sup>10</sup> Record, p. 11.

still refused to give me a job assignment and stated that I was to have a 76(a) interview for a prior possible discharge incident of being out of my work area that happened before my sick leave while I was having an anxiety attack due to recent work issues and could not locate my medication and went to my vehicle to see if I had any in there. Management has a long-standing practice of not applying shop rules to all individuals but only applying them when it suits the purpose they are trying to obtain. Dave Lepore and Bob Kovacs after much discussion decided that Ray Carney who signed my TAD did not have the authority to do so, and that I was no longer on the clock as of 11:00 a.m. I was told that I should leave and rehire Monday or they will have the guards escort me out. ...”<sup>11</sup>

Supervisor Lepore prepared notes in which he gave a similar description of Nash’s attempt to return to work on November 17, 2000.<sup>12</sup>

When Nash returned to work on the following Monday, he learned that Supervisor Dave Lepore and Labor Relations Representative Gary Biron were not happy about the terms of the reinstatement agreement proposed by Local 594 Chairperson King on November 9, 2000. Nash informed Therapist Jurk about this and she made the following Case Note on November 20, 2000:

“Greg contacted me twice from work on this date. He stated that there were a few problems with the ‘management’ that had not been involved in the Union meetings that we had and Joe Grandberry, who was at the Union meeting, the EAP Representative, is in training this week. Greg wondered if I had sent [the] letter that I had written on Greg’s behalf indicating that Greg does have a disability and is protected by the ADA, to Gary Biron. I did send it along with Bill King’s letter. I at this time faxed the letter to Gary Biron.

The second call from Greg, he stated that the issue of his returning to work had been resolved and that he did start back to work on this date.”<sup>13</sup>

Nash described the problem with the reinstatement agreement in a letter to the International Union regarding his appeal on June 1, 2005. The letter states:

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<sup>11</sup> Record, p. 17.

<sup>12</sup> Record, p. 19.

<sup>13</sup> Record, p. 22.

“When I eventually tried to return to work, Supervisor Dave Lepore and Labor Relations Rep. Gary Biron were not happy with the resolution of November 9, 2000, and immediately tried to retaliate again. On November 21, 2000, a Paragraph 6(a) grievance was filed.

What happened next was the rumor of a new and improved (stringent) Work/Family Treatment Recommendation agreement in the works, even though all issues were already resolved

On November 28, 2000, I was informed that I was to be in a Paragraph 76(a) interview. This interview went into the next day, November 29, 2000, when the rumored ‘stringent’ agreement materialized. I reviewed the three documents and placed them in my shirt. These documents were evidence of bad faith bargaining at this GM Plant. What happened next was Labor Relations Reps. threatening to remove the documents by force and barricading the door. I told them I would review the documents but felt ill and had to leave. At this point, Labor Relations Rep. Gary Biron was holding me hostage against my will. When I repeatedly tried to exit the room my coffee spilled and Gary Biron stepped aside and I was able to get out of the room.”<sup>14</sup>

Management’s demand for an amendment to the Work/Family Recommendations is confirmed in a letter from Joseph Grandberry to International Representative Debbie Chamberlain on June 25, 2005. Grandberry wrote:

“Later, Mr. Galford was not pleased with the Work/Family recommendations and wanted more stringent management EAP input. He chose to contact William Maine at PCC-Central (now retired). Apparently, some changes to the recommendations were made that I did not see nor have the opportunity to approve.”<sup>15</sup>

Notes for the Paragraph 76(a) interview on November 28, 2000, indicate that Nash was questioned about being in the parking lot on September 5, 2000, but that he made no response.<sup>16</sup> Eventually, Nash had to leave the interview and report to medical because of chest pains, so the interview was continued on the following day.<sup>17</sup> Notes

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<sup>14</sup> Record, p. 76.

<sup>15</sup> Record, p. 80.

<sup>16</sup> Record, pp. 25-29.

<sup>17</sup> Record, p. 30.

from the interview on November 29 also indicate that Nash stood mute.<sup>18</sup> A description of the interview prepared by Supervisor Lepore reports on the incident involving the revised Work/Family agreement as follows:

“Gary and I returned after approximately 20 minutes. Gary stated to Greg that after reviewing our notes, and in lieu of any discipline that might be issued for possible violations of shop rules, we would like to present an offer to you (this offer was made in light of Greg’s current situation of being employed on a last chance basis, and in attempt to provide an action plan to facilitate changes in Greg’s behavior.) Gary then gave Greg a document with specific terms and conditions on them. Greg read the letter, and asked if there was anything else. Gary stated that there were two other documents also. The first of these documents was a medical release form from Greg’s medical doctor to the UAW EAP Rep. The last document summarized the previous two documents. Greg asked to read all the forms. Greg then sat and read the forms. He then stated that he could not sign the forms, because ‘they were not truthful.’ Steve Foster and Gary Biron then asked Greg what he did not like about the agreement. Greg did not respond to that question. Greg then abruptly folded up the papers and stuffed them in his shirt, folded his hands against his chest and stood up. Gary then stated that the documents were not his property and demanded them back. Gary then stood up also. I then stated that everyone needed to sit back down and discuss this further. At this point, Gary stepped closer to the conference room doorway, and by where I was sitting. Greg then walked to the door and tried to exit the conference room. At this point, Gary was positioned where the door could not be fully opened. Greg could not immediately exit the room. At this point, Greg threw a hot cup of coffee on Gary. Gary then quickly moved to allow Greg to exit the room. I then stated that we needed to call Security to make sure the situation didn’t get out of hand.”<sup>19</sup>

Nash was mailed a Notice of Disciplinary Action stating that he was discharged on November 29, 2000. The Notice indicated that Nash was being discharged for having left his work area without permission on September 5, 2000, in violation of Shop Rule #11. The Notice indicates that the employee left without signing it. It was sent to

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<sup>18</sup> Record, pp. 34-35.

<sup>19</sup> Record, p. 37.

his address by certified mail.<sup>20</sup> The record also indicates that Nash completed an application for disability benefits on November 29, 2000.<sup>21</sup>

Local Union 594 filed Grievance 9899 protesting Nash's discharge on December 4, 2000.<sup>22</sup> The Grievance Complaint states:

"Employee was discharged per Dave Lepore supposedly for violation of Shop Rule #11. Employee left Plt. for medical reasons. Labor was trying to get employee to sign an agreement which employee states it violates his civil rights. He states that they (Gary Biron) blocked the exit when he requested to leave. He states that they were trying to hold him hostage against his will. He states that he had to force his way out of the room by pulling on the door."<sup>23</sup>

Management denied the grievance at a Shop Committee meeting on June 7, 2001.<sup>24</sup> The grievance was held open until 2005, when it was assigned to the Umpire Staff as Appeal Case Z-10.<sup>25</sup> On May 3, 2005, Local 594 Chairperson Jim Hall advised Nash that he should meet with Debbie Chamberlain of the UAW Umpire Staff regarding his grievance.<sup>26</sup> Nash did meet with Chamberlain on June 1, 2005. During this meeting, Nash presented a detailed letter describing the events leading up to his discharge on November 29, 2000.<sup>27</sup> At the conclusion of his letter, Nash stated that he was seeking the following relief:

"My hopes are that GM is made to pay for what they have done. My idea would be all back pay, a clean record, all punitive damage pay, all back pay, training fees and benefits, all legal expenses, all medical, dental & vision expenses for me and my family, all profit sharing, and total vacation reimbursement, along with a salary Union position

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<sup>20</sup> Record, p. 42.

<sup>21</sup> Record, p. 31.

<sup>22</sup> Record, p. 43.

<sup>23</sup> Record, p. 44.

<sup>24</sup> Record, pp. 67-88.

<sup>25</sup> An Impartial Medical Examiner found that Nash was unable to work as a result of his disability on February 28, 2001. (Record, p. 62) Nash reported to the IEB that he received Sickness and Accident Benefits for one year following his discharge. The Social Security Administration ruled that Nash was disabled from November 29, 2000, through October 21, 2002. Nash stated that on October 21, 2002, the Social Security Administration found that he had recovered sufficiently to return to work. (Record, p. 117)

<sup>26</sup> Record, p. 72

<sup>27</sup> Record, pp. 75-79.

as a clay sculptor at GM Design in Warren, Michigan, safe from retaliation or discharge.”<sup>28</sup>

Representative Chamberlain interviewed former Zone Committeeperson Dan Kell about Nash’s discharge in 2000. She asked if the Union had an agreement with the Company that Nash would not be discharged for being in the parking lot on September 5, 2000. Kell stated that there was an agreement not to discipline Nash for the parking lot incident. Kell told Chamberlain that he believed Nash had been discharged for the coffee incident rather than the shop rule violation.<sup>29</sup> Kell told Chamberlain that he never saw the amended Work/Family recommendations.

On June 6, 2006, Representative Chamberlain entered into a settlement agreement with Robert Riegle of the GM Arbitration Staff disposing of Appeal Case Z-10. The agreement provides as follows:

“The UAW agrees to withdraw all grievances and demands related to Mr. Nash’s employment with and/or separation from GM.

General Motors will thereafter permit Mr. Nash to be administratively reinstated for the sole purpose of applying for the current Special Attrition Plan.

All of the grievant’s seniority and/or service dates shall be adjusted to reflect all time lost as a result of the discharge. The parties understand and agree that this settlement does not require, and will not include, any back pay or other form of remuneration, or retroactive benefits coverage including health care, S&A, EDB, etc.

The parties understand and agree that the grievant will not now or later be entitled to return to the active rolls.

Upon his reinstatement, Mr. Nash will be eligible to apply under Option Four (4) for a payment of \$140,000 as detailed in the Special Attrition Plan provisions.

If the grievant fails to timely apply for the Special Attrition Plan and execute all paperwork and release of claims required to receive benefits or payments under the Special Attrition Plan by 4:00 p.m., June 23, 2006, he will return to a discharge status and will have no seniority.

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<sup>28</sup> Record, p. 79.

<sup>29</sup> Record, p. 81.

Under this agreement, all grievances are finally resolved and will not be reinstated regardless of whether Mr. Nash applies for the Special Attrition Program."<sup>30</sup>

Nash wrote to Chamberlain objecting to the terms of the settlement of Appeal Case Z-10 on June 27, 2006. He stated that it was his intention to return to General Motors as a Wood Model Maker.<sup>31</sup> On June 29, 2006, Nash appealed the settlement to the IEB.<sup>32</sup>

In support of his appeal, Nash argued that Management had never disciplined employees for violations of Shop Rule #11, and he listed a number of examples.<sup>33</sup> Furthermore, he maintained that he had verbal permission to go to the parking lot on September 5, 2000. Nash argued that the incident on September 5 was part of a renewed effort on the part of Labor Relations Representative Gary Biron to have him discharged following his reinstatement on October 29, 1999.<sup>34</sup> He complained that the settlement agreement negotiated by Representative Chamberlain shielded GM and the Union from liability for the deliberate creation of a hostile work environment.<sup>35</sup> Nash complained that the Union had failed to enforce his right to an extended disability leave.<sup>36</sup> Nash pointed out that medical benefits were particularly important to him because of his continuing problems with depression. He stated:

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<sup>30</sup> Record, p. 86.

<sup>31</sup> Record, p. 87.

<sup>32</sup> Record, p. 91.

<sup>33</sup> Record, p. 105.

<sup>34</sup> Record, p. 106.

<sup>35</sup> Nash explained this position as follows:

"Debbie Chamberlain makes a well thought out and presented case against Management's actions, supported by *some* of the documentation provided to her from the June 1, 2005, meeting at Local 594. Choosing her path of her defense against GM unjust discharge is admirable, but shields and hides GM and the Union's joint violations against the grievant. The Union knowing they are equally guilty of violating the GM/UAW National Contract Language concerning S&A, Extended Disability Benefits, Commitment to Diversity & the ADAPT Program, Equal Application Agreement, UAW Arbitration Department's 'Last Chance' Agreement, Volume 2, Edition 1, 1997 & later, and all jointly agreed upon memorandums concerning employees with disabilities." (Record, p. 113)

<sup>36</sup> Nash explained this position as follows:

"The Union has never tried to use the National Agreement to support and maintain my sick leave status even though it is clearly stated in the GM/UAW National Contract of September 28, 1999, under Section (106) Sick Leave of Absence and Section (108) pages 88 & 89 of this Agreement. Due to GM and the Union's ongoing bad faith bargaining practices, I was forced off sick leave status by the Union allowing GM to unjustly keep me on a discharge code status where my medical benefits ended and I was unable to gain extended disability coverage that would have allowed me to remain on sick leave for the entire time I have vested of 16 years while continually receiving medical benefits paid by General Motors." (Record, p. 118)

“...Even with medication, I expect to be depressed and anxious the rest of my life. I am 44 years old and have many years left to work.”<sup>37</sup>

Nash informed the IEB that he had explained his problem with the grievance settlement to Chamberlain. He wrote:

“I expressed to Debbie Chamberlain that even though the \$140,000 dollar Attrition Plan buyout was money badly needed, it wasn’t anywhere close to the amount of potential liability GM should be made to pay.

I estimate I would have made about \$90,000 to \$120,000 a year, for six years, between \$540,000 & \$720,000 in wages in addition [to] all lost extended disability benefits, seniority, medical, dental & vision benefits, vacation time, profit sharing, fringe benefits, tuition assistance training funds, and all other applicable benefits associated with being actively employed, plus interest.”<sup>38</sup>

Nash acknowledged that the settlement offer obtained by the Union was lucrative, but he argued that his case should have been submitted to arbitration. He concluded:

“Though no one can say absolutely what an arbitrator would have done with this, it is clearly a winning hand, one that prompted the Company to offer a settlement. I am an old timer in the plant, one with sufficient vintage that my arbitration request should have been honored.”<sup>39</sup>

Representative Chamberlain responded to Nash’s appeal in a memorandum addressed to President Gettelfinger on November 14, 2006. Chamberlain reported that Nash’s grievance was referred to the fourth step of the procedure and assigned to International Representative C. Coy on May 8, 2003, following a third step meeting during which Management refused to reinstate Nash. She explained that the case was transferred to her in February 2005, after Coy retired. Chamberlain stated that she interviewed Nash, International Representative Brian Johnson, Local 594 Chairperson Jim Hall, and a number of Local 594 members designated by Nash. Following these interviews, Chamberlain returned Nash’s grievance to the third step so that it could be amended to include his claims that Management bargained in bad faith in violation of

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<sup>37</sup> Record, p. 121.

<sup>38</sup> Record, p. 122.

<sup>39</sup> Record, p. 122.

Paragraph 5(a) of the National Agreement and violated his rights under Paragraph 76(a).<sup>40</sup>

Chamberlain reported that Management steadfastly refused to reinstate Nash, but that on May 23, 2006, a Labor Relations Representative contacted her and offered to settle Appeal Case Z-10 by allowing Nash to participate in the recently negotiated UAW-GM Special Attrition Package (SAP). Chamberlain stated that she communicated this offer to Nash, but that he said he was not interested in SAP and wanted his employment reinstated. Chamberlain stated that she determined that Nash's grievance could not be successfully arbitrated and that the SAP option was the best settlement that she could obtain for him. She reported that she based her conclusion on the following factors. Nash was away from his work area on September 5, 2000, after having been warned about the Shop Rule on August 10. Although Management reached an agreement with the Union on November 9, 2000, not to discharge Nash, there was no explicit agreement not to discipline him. Chamberlain reported that her investigation revealed that Management agreed to offer another Last Chance Condition of Employment to Nash and named J. Galford as the liaison to oversee the conditions and ensure his compliance. At this point, Nash rescinded the release of information allowing Galford access to his EAP file.<sup>41</sup>

Chamberlain pointed out that Nash was on his third Last Chance Condition of Employment at the time of his discharge. She stated that even though Management was willing to give Nash a fourth chance, she believed that an Umpire would not have sustained his grievance, because to do so would render the Last Chance Agreement meaningless. Furthermore, Chamberlain noted that Nash would have been a very poor witness if the case were presented to the Umpire. She observed that Nash had difficulty maintaining a consistent account of what happened on September 5, 2000. During his Paragraph 76(a) interview, Chamberlain stated that Nash was uncooperative and refused to answer questions. Chamberlain concluded that Management had tried to work with Nash, but that he was a very troubled individual. She wrote that she felt deeply that the SAP option, which included a payment of \$140,000, was the best option and a satisfactory settlement for Nash.<sup>42</sup>

President Gettelfinger's Administrative Assistant Don Sarkesian conducted a hearing on Nash's appeal on June 28, 2007. Acting on behalf of President Gettelfinger, Sarkesian prepared a report to the IEB on Nash's appeal based on information provided by Nash, the Local Union and Region 1 as well as testimony taken at the hearing. Sarkesian reported that Nash read a statement accusing GM and the Union of retaliating against him to crush his opposition to their mutually rewarding bad faith bargaining.<sup>43</sup> According to Sarkesian, Nash offered the testimony of S. Moore to

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<sup>40</sup> Record, p. 126.

<sup>41</sup> Record, p. 127.

<sup>42</sup> Record, p. 129

<sup>43</sup> Record, p. 130.

support his claim. Sarkesian reported that Moore testified that Nash was treated unfairly by the UAW and GM and that Management was always “bird-dogging” him.<sup>44</sup>

Sarkesian held that Representative Chamberlain’s decision to settle Nash’s grievance did not lack rational basis. He observed that Nash had been warned about Rule #11 prior to the incident on September 5, 2000.<sup>45</sup> Sarkesian referred to the several conflicting accounts given by Nash regarding what happened on September 5, and determined that Nash’s claim that he had permission from Lepore to leave his work area lacked credibility.<sup>46</sup> Finally, Sarkesian commented that Nash had been unable to prove that the Company had agreed that he would not be subject to discipline as a result of the agreement entered into on November 9, 2000.<sup>47</sup>

Sarkesian observed that the Union’s inability to negotiate Nash’s reinstatement was not evidence of hostility, discrimination, or bad faith. In response to Nash’s complaint that the grievance settlement disposed of all of his other grievances and charges, Sarkesian responded that Representative Chamberlain testified that she checked with the Local Union Chairperson and the Region 1 Representative to determine if there were any other outstanding grievances before she settled Appeal Case Z-10. Chamberlain was told that there were none pending.<sup>48</sup> Sarkesian commented that the Union did what it could to protect Nash until Management finally drew the line and decided not to give him another chance. Sarkesian concluded:

“The record shows he violated this agreement and Management discharged him. The GM Department resolved his case and somehow obtained an offer of \$140,000. He should have taken it.”<sup>49</sup>

Sarkesian denied Nash’s appeal and his report was adopted by the IEB as its decision. The International Union forwarded a copy of the IEB’s decision to Nash on September 14, 2007.<sup>50</sup> Nash has now appealed the IEB’s decision to the PRB.

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<sup>44</sup> Record, p. 133.

<sup>45</sup> Record, p. 136.

<sup>46</sup> Record, p. 137.

<sup>47</sup> Record, p. 140.

<sup>48</sup> Record, p. 134.

<sup>49</sup> Record, p. 147.

<sup>50</sup> Record, p. 149.

## ARGUMENT

### **A. Gregory G. Nash:**

The settlement of Appeal case Z-10 threw out all of my open grievances, charges and contract demands. In reaching this settlement, the International Union refused to acknowledge the long history of retaliation against me and the mishandling of my grievances by officials of Local Union 594. GM and the Union have been retaliating against me for thirteen years. This retaliation started when I filed an OSHA complaint in 1994. Following my discharge in 2000, the Union has stalled this appeal for over seven years, postponing, misplacing, closing, and ignoring remedies available under the National Agreement. I want all of my grievances, appeals, and Article 31 charges against Union officials included in the record.

As I stated in my letter to the IEB on June 26, 2007, this case is a simple sick leave turned into a discharge through the collusion of GM and UAW officials. I was on sick leave prior to my discharge. Thereafter, the Local Union blocked my appeals seeking to prove that my discharge was improper. The Union lied about what happened and then sided with Management thus closing off all avenues of redress through state and federal agencies. In 1999, the Union and GM placed friends and relatives into skilled-trades positions as journeymen, while they unjustly held me out of work. In 2001, the FBI and the Department of Justice raided GM and UAW Local 594 and seized documents. Two of the three UAW Officials charged in that action were convicted. Zone Committeeperson Bill Coffee passed away before the trial. These convicted Union officials, Jay Campbell and Donny Douglas, were the same people that negotiated all of my grievance settlements along with Independent Slate members at Local 594 that were loyal to these convicted Union officials. These Union officials refused to bargain in good faith to bring me back to work because of their collusion with GM. The conviction of UAW officials should send a clear message to the PRB that there are deep and longstanding bad faith bargaining practices at this location.

The UAW allowed Management to narrow the issue on my appeal to the question whether I violated my Last Chance Agreement. The record prepared by the PRB on my appeal presents what appears to be a troubled employee who keeps messing up at work. The real issues are vastly more broad and detailed. The Company never completed a Paragraph 76(a) interview prior to my discharge. I have provided a deposition of Gary Biron that establishes that I was held against my will on November 29, 2000, and that the Paragraph 76(a) interview was never completed. I was on a recognized sick leave of absence when the notice of discharge was mailed. The Union did not conduct a prompt and complete investigation of my discharge grievance or the Paragraph 6(a) grievance that I filed on November 21, 2000. The Union blocked my Article 31 charges that addressed these issues.

I submitted forty pages of handwritten notes between myself and UAW Officials which demonstrate the true intentions and hostility of Region 1 Representative Brian Johnson, UAW Appeals Coordinator Leon Skudlarek and UAW Representative Debbie

Chamberlain. These notes should have been included in the record. Ms. Chamberlain told me she would be sending me a response to my request for some documents and information. What eventually came was a settlement that I told her not to accept weeks earlier.

Representative Chamberlain stated to the IEB that she did not think my grievance could be successfully arbitrated because I was on a Last Chance Agreement. GM and the UAW use these Last Chance Agreements to control members who oppose their bad faith bargaining. If you are not an Independent Slate member at Local Union 594, you have no representation. The IEB reported that the GM Department "somehow" obtained a settlement offer of \$140,000, and that I should have taken it. I disagree. I deserve a fair and just settlement for the damage done to me by self-serving Local Union officials who blocked my Union remedies and retaliated against me.

I fear that the International Union can purchase loyalty from anyone. I know they pay the PRB members' wages and I fear they can also buy their loyalty to find a reason to disagree with my appeal and close it out. I pray that is not the case.

#### DISCUSSION

It is indeed unfortunate that this appellant could not comprehend what an excellent settlement Representative Chamberlain obtained for him after her conscientious investigation of his grievance. Nash cannot have considered very carefully the alternatives available when he rejected the valuable and generous offer to allow him to apply for benefits under the General Motors Special Attrition Plan. The remedy Nash proposed in his letter to Representative Chamberlain on June 1, 2005, a salary position as a clay sculptor at GM design in Warren, Michigan, was not realistic. The Union could not use the grievance procedure to obtain such a position for Nash, even if his grievance had merit. In his appeal to this Board, Nash seems to be seeking a forum to air a number of theories of wrongdoing on the part of the officers of Local Union 594 and the International Union. The sad fact is that Nash has now thrown away \$140,000 in order to pursue claims that have nothing to do with him or any rights arising out of his former employment at General Motors.

The only issue presented by Nash's appeal to this Board is whether Representative Chamberlain's handling of his grievance was improperly motivated or lacked a rational basis.<sup>51</sup> In light of Nash's history, the Company refused to reinstate him and Chamberlain's conclusion that she could not obtain his reinstatement through arbitration did not lack a rational basis. There was no evidence to refute Supervisor Lepore's charge that Nash violated Shop Rule #11 on September 5, 2000, by leaving the plant and going to his car without permission, thus making him subject to discharge under the terms of his Last Chance Agreement. It appears that management did not actually intend to terminate Nash's employment for this violation despite the Last

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<sup>51</sup> UAW International Constitution, Article 33, §4(i).

Change Agreement. Supervisor Lepore's notes indicate that they were merely trying to put in place a suitable plan to ensure future compliance with the Company's requirements. Nevertheless, Nash's bizarre behavior at the Paragraph 76(a) interview in November 2000 established that he was too unstable emotionally to return to work in the plant at that time. Although Nash went on disability leave immediately following the Paragraph 76(a) interview, he remained subject to discharge as a result of the Shop Rule violation on September 5, 2000. It was extremely unlikely that an arbitrator would have ordered the Company to reinstate Nash under these circumstances.

Nash has asserted that all of the UAW officials at both the Local and International levels were hostile towards him and sought to retaliate against him for various reasons, but the only evidence that Nash has offered to show hostility on Representative Chamberlain's part is the fact that she accepted the Company's offer to settle his grievance. This is not evidence of hostility but of good sense. The settlement was plainly a very good result, probably the best result that could have been obtained for Nash.

The decision of the IEB is affirmed.