THE PUBLIC REVIEW BOARD
INTERNATIONAL UNION, UAW

APPEAL OF:

ARNOLD GILLERT, et al., Members
LOCAL UNION 160, UAW
(Warren, Michigan),
Appellants

-vs- CASE NO. 1591

LOCAL UNION 594, UAW
(Pontiac, Michigan)
REGION 1
(THE UNITED AUTOMOBILE, AEROSPACE
AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA),
Appellee.
/

DECISION
(Issued June 10, 2008)

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

Appellants argue that the Local 594 Shop Committee's settlement of grievances charging General Motors with failure to abide by the terms of a Memorandum of Understanding regarding full utilization, and the manner in which the Shop Committee distributed the money received in settlement of those grievances, lacked a rational basis.

FACTS

Arnold Gillert is the contact person for the appellants who are Wood Model Makers employed by General Motors ("GM").[1] Prior to January 2005, appellants worked at General Motors' Pontiac Plants Complex in a bargaining unit represented by UAW Local 594. In January 2005, appellants transferred to General Motors Tech Center in

[1] The appellants are Arnold Gillert, Ron Sdao, Ricky R. Lewis, Chuck Gianakos, Patrick Pupkiewicz, Robert E. McCance, Stacey L. Way, Robert Trenkler, Steven Benscoter, Wade Jackson, and Jerry Gidcumb. (Record, p. 77)

Warren, Michigan, pursuant to Paragraph (96) of the 2003 UAW/GM National Agreement, and they now work in a bargaining unit represented by UAW Local 160.[2]

Paragraph (183)(c) of the UAW/GM National Agreement provides for full utilization of employees in skilled trades classifications in the performance of maintenance and construction work.[3] A Memorandum of Understanding referred to as the Full Utilization Agreement in force at the Pontiac Plants Complex defined full utilization of Metal Model Makers and Wood Model Makers within the meaning of Paragraph (183)(c) of the National Agreement as follows:

> "Metal Model Maker and Wood Model Maker
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> Monday through Friday – 10 hours a day
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> Saturday, Sunday, and Holidays – 8 hours a day (excluding New Years Day, Easter Sunday, Thanksgiving Day, and Christmas Day in each year of the contract.)
>
> Should any contractor activity occur on the above designated Holidays, the utilization agreement shall apply to the classification affected."[4]

On May 29, 2001, Local 594 filed Grievance No. C694693 charging management with violating the Full Utilization Agreement by not scheduling bargaining unit employees for all of the hours specified in the Agreement while bargaining unit work was being subcontracted.[5] On July 24, 2001, ten similar grievances were combined with Grievance C694693 for the purpose of resolution.[6]

On March 16, 2004, Arnold Gillert filed a grievance protesting management's use of subcontractors while the Wood Model Shop at Pontiac was not being fully utilized. The grievance states:

> "Protest management subcontracting models for front clip of the GMT920 program while the Wood Model Shop is not being fully utilized at 66 hours per week. Charge management with violation of the Full Utilization

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[2] Paragraph (96) of the National Agreement governs the transfer of employees from one GM Plant to another following a transfer of major operations between plants.

[3] Paragraph (183)(c) of the National Agreement provides as follows:

> "It is the policy of the corporation to fully utilize its seniority employees in maintenance skilled trades classifications in the performance of maintenance and construction work as set forth in its letter, dated December 14, 1967 (Appendix F), to the Union on this subject."

[4] Record, p. 7. References are to Book 1 unless otherwise indicated.

[5] Record, p. 1.

[6] Record, p. 2.

> Agreement in the LSWA. Demand all Wood Model Makers be fully utilized at 66 hours per week and the proper employees be made whole."[7]

Gillert filed a similar grievance on April 1, 2004. The grievance states:

> "The Union charges management with bargaining in bad faith pertaining to management's position of not offering work on Sundays when bargaining unit work is being subcontracted. The Full Utilization Agreement for the Wood Model Shop in the LSWA clearly states Sundays are a part of full utilization. The Union demands all Wood Model Makers be offered ten hours Monday through Friday and eight hours on Saturday and Sunday when bargaining unit work is being subcontracted."[8]

Both of Gillert's grievances indicate that they were combined with Grievance No. C694693 for settlement.

On August 17, 2006, the Local 594 Skilled Trades Zone Committeeperson, Will Marcum, informed Gillert that Grievance No. C694693 had been settled. According to Gillert, Marcum stated that GM's liability to skilled-trades employees for violations of the Full Utilization Agreement had been settled for $1,036,000.00, and that each employee would receive $500.[9] The Wood Model Makers submitted an appeal addressed to the International Executive Board (IEB) with Local 594 Recording Secretary Brian Stubblefield protesting this settlement on August 24, 2006.[10] In support of their appeal, appellants explained that management had informed the Wood Model Makers at Pontiac that the Company would no longer be working premium hours due to budget constraints. Appellants charged that this decision by management violated the Full Utilization Agreement. They maintained that the violations started in October 1999 and continued through January 2005 when the Wood Model Makers were transferred to the Tech Center in Warren. The appeal states as follows:

> "…Our Full Utilization Agreement (attached) stipulates a sixty-six hour schedule per week. Our violations of outsourcing were close to $3.5 million dollars just for the Wood Model Shop alone. Will Marcum was given copies of jobs from the funnel process in Warren that showed Pontiac Truck management signed off on our traditional truck wood model maker work, while we were not fully utilized. …"[11]

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[7] Record, p. 3.

[8] Record, p. 4.

[9] Record, p. 6.

[10] It appears that the appellants believed that the decision to settle Grievance No. C694693 was that of International Representatives Brian Johnson, Stan Stoker, and Mark Kelly, so that the next level of appeal would be to the IEB.

[11] Record, p. 6.

The appeal concludes:

> "While the Company and its executives had no problem collecting bonuses and merit raises, we only demand what is rightfully ours. Contracts should be honored and it is the Union's responsibility to see that they are upheld."[12]

Recording Secretary Stubblefield referred the Wood Model Makers' appeal to the Local 594 Shop Committee.[13]

On September 26, 2006, Gillert submitted copies of some of the jobs that were subcontracted by management from the Warren Tech Center.[14] In a letter accompanying the submission, Gillert explained the significance of these sheets to the former Pontiac Wood Model Makers' appeal as follows:

> "The following sheets contained in this envelope represent funnel process jobs that either were never discussed with management of GM Truck engineering or were signed off by management and shipped out. Both the Local Representatives (John Kolton and Will Marcum, skilled zone men) and International Reps, Brian Johnson and Stan Stoker, were asked by Arnold Gillert to look at the violations in regard to funnel meetings at Local 160 in Warren, Michigan. This was never done to our knowledge."[15]

The sheets attached to Gillert's submission are requests for jobs which management claimed could not be completed because of timing or capacity constraints. Gillert argued that most of the work described in the sheets should have been sent to Pontiac, because the Pontiac Wood Model Makers were not being fully utilized. He commented:

> "As for the car work or GMX jobs, Truck Engineering is the first and only place for wood model work to be sourced before it is sent out. Again, Pontiac Truck Local 594 Wood Model Makers should have been fully utilized to keep work in house. This was never going to happen because

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[12] Record, p. 6.

[13] In his referral letter of September 1, 2006, to Shop Chairperson Jim Hall, Stubblefield explained the referral as follows:

> "On August 24, 2006, Local 594 received an appeal from the attached listed members regarding the recent decisions made by Will Marcum, Jim Hall, and the Shop Committee. Pursuant to Article 15 – Appeals Section 2, of the Local Union Bylaws, the matter shall be referred to the Bargaining Committee if it involves collective bargaining. Article 15 – Appeals, Section 3, states: 'The body to which the matter is referred shall consult with the grievant, permit him full opportunity to be heard, and shall reach a decision.'" (Record, p. 12)

[14] Record, Book 2.

[15] Record, Book 2, p. 1.

> of management's insistence of no premium hours (Sundays and holidays).[16]

An appeal hearing was conducted at the Local 594 Union hall on the Wood Model Makers' appeal on January 11, 2007. Local Chairperson Jim Hall wrote a letter to President Gettelfinger on June 26, 2007, describing what took place at the meeting in January. Hall reported that Shop Committeeperson Rob Coombs explained to appellant Gillert that the practice of combining grievances in order to achieve a settlement is not uncommon. According to Hall, Gillert responded that he was not satisfied with the way the settlement money was divided among the appellants. Hall's letter describes the discussion as follows:

> "Brother Gillert stated that he was not satisfied on how the grievance money was split up; he felt that the Wood Model Makers should've gotten a lot more than the $500.00 that they received. Brother Gillert asked Will Marcum how he came up with that figure since he was the one who settled it. Will Marcum stated that $1,036,000.00 was given to settle all Engineering grievances and issues, so I divided it up evenly across the trades. Chairman Jim Hall stated that the offer was take it or leave it, so we took it. We had been in negotiations for 3 years and our International Union Representatives stated that they couldn't get us any more. Even though we didn't like it, we took it anyhow."[17]

According to Hall, Gillert remarked that if the members of the Shop Committee were in a different trade, the money might have been split up differently. On January 12, 2007, Chairperson Hall sent Gillert a letter informing him that his appeal of the settlement of Grievance No. C694693 had been denied by the Shop Committee.[18] The Wood Model Makers appealed the Shop Committee's decision to the membership of Local Union 594 on May 6, 2007.[19]

In their appeal to the Local Union, the Wood Model Makers stated that they disagreed with the decision to give each member of the engineering trades an equal share in the amount paid to settle Grievance No. C694693. Their appeal states:

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[16] Record, Book 2, p. 1.

[17] Record, p. 48.

[18] Record, p. 34.

[19] The Wood Model Makers appealed the Shop Committee's decision to the IEB on January 28, 2007. (Record, p. 35) A certified receipt shows that the appeal was delivered to the International Union on January 31, 2007. (Record, p. 36) That submission was apparently lost, however, because on March 16, 2007, Arnold Gillert forwarded a second copy of the appeal to the International Union. (Record, p. 38) On March 29, 2007, President Gettelfinger's Administrative Assistant Don Sarkesian wrote to Gillert and advised him that he should present his appeal from the decision of the Shop Committee to the membership of Local Union 594. (Record, p. 30)

> "…We disagree with the decision to give each member of the engineering trades equal pay of $500.00, per person, as told to us on August 17, 2006, by Will Marcum and Denny Hughes. Each trade has a different utilization agreement (see attached) and different liabilities due each one. (Such as last local agreement when Vehicle Builders received over $12,000.00) The Wood Model Makers showed funnel process violations and other such infractions that far exceed the $500.00 allocation. Dennis Hughes assured Arnold Gillert that full utilization issues were an ongoing protest through the length of the contract, with the knowledge of Tom Zayden of Labor Relations."[20]

The minutes of the Local 594 membership meeting for May 6, 2007, reflect the following action on the Wood Model Makers' appeal:

> "Recording Secretary Brian Stubblefield read Brother Arnold Gillert's appeal. (Please see attached copy of appeal.) Chairman Jim Hall explained to the membership that the Shop Committee heard Brother Gillert's appeal before he went to Warren on the 96 move. Chairman Hall also explained that the International Union came into negotiations and explained this is the amount of money that is being offered and there is no more. Chairman Hall stressed the Shop Committee did not like taking anyone's rights away from them so he felt the appeal should go downtown. Brother Erv Jones motioned to deny the appeal, the motion was supported, M/C. …"[21]

Arnold Gillert was sent a notice of the membership's decision on May 15, 2007. He appealed the membership's decision to the IEB on May 22, 2007.[22]

UAW/GM Department Skilled Trades International Representative Mark Kelly prepared a report in response to the Wood Model Maker's appeal. Kelly explained that appellants were responsible for the fabrication of parts and components needed to replicate a production truck or production truck parts that would allow the creation of a facsimile of a normal production operation as it would eventually be performed in the home assembly plant.[23] Kelly indicated that previous negotiations had established that the normal and historic work for the appellants' unit was work associated with truck programs. According to Kelly's report, similar work on car programs was normally and historically performed at the Tech Center in a bargaining unit represented by UAW Local 160. In addition, Kelly stated that management often used production parts in making such replicas and that there was no contractual stipulation that would require

[20] Record, p. 40.

[21] Record, p. 41.

[22] Record, p. 46.

[23] Record, p. 14

management to have bargaining unit employees fabricate a new part when a production part could be used. [24]

Kelly attached to his report a number of grievances that were written on behalf of the Wood Model Shop employees at Pontiac and he explained how the parties' established practices and understandings applied to them. In Grievance No. S306640, for instance, the Local Union complained that work associated with the GMX program was subcontracted while the Wood Model Makers' classification was not fully utilized. Kelly commented on this claim as follows:

> "The Pontiac Validation Center's normal and historic work is recognized by both parties as truck work. The Tech Center UAW Local 160 is assigned the work associated with the car programs. The GMX 381 is the Malibu, a car program, and was performed at the Tech Center. Further, if, and as sometimes happens, the work could have been shared at the time, the equipment necessary to do the work at the Pontiac Validation Center was already at capacity on truck work."[25]

Kelly explained that the Tech Center had developed a process known as the funnel process to review any work leaving the complex to determine if the work might be accomplished by bargaining unit members. If not, then the work could be sent to the Pontiac Plants Commplex. Kelly made the following observation on this process:

> "…However, since the work received, or more to the point not received, would not be of the normal and historic nature to the Validation Center, it would not qualify as a subcontracted item under the provisions of Paragraph (183)."[26]

For this reason, according to Kelly, Grievance No. S306797, which charged management with violating Paragraph (183) when it subcontracted complete builds of an Escalade, Yukon, Tahoe, Envoy, H-3, and a Buick, had no merit because the completed builds were not work normally or historically assigned to the PPO Operation at Pontiac. Another grievance, Grievance No. S306434, charged management with subcontracting the fabrication of a particular part. According to Kelly's report, however, it was established during bargaining that management had used a current production part, which was permissible.[27]

Kelly applied a similar analysis to a number of grievances filed on behalf of the Wood Model Makers at the Pontiac Plants Complex. He described the decision to combine the many grievances filed by employees at the Pontiac Plants Complex

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[24] Record, p. 14.

[25] Record, p. 16.

[26] Record, p. 18.

[27] Record, p. 20.

charging management with violating Paragraph (183)(c), and the Full Utilization Agreement as follows:

> "In bargaining the above-listed grievances, as well as others not listed but representing other skilled classifications at the Validation Center, it quickly became clear that to separate each grievance and argue on its individual merits would not result much in the way of a settlement. Further, the Local Committee had in many cases already combined grievances and based their eventual settlement on a lead case.
>
> This being the case, the International Representatives were forced to consolidate the skilled grievances and leverage the settlement of all skilled trades' issues for a satisfactory settlement as a whole."[28]

Kelly observed that the Wood Model Makers' complaint was not based so much on subcontracting but on not being fully utilized, and that the specific claims of subcontracting did not all have merit. Kelly summarizes the Local Union Shop Committee's findings with respect to the settlement as follows:

> "Furthermore, it was not the issue of subcontracting as much as an issue of not being fully utilized while the work was allegedly subcontracted out. Work, as cited above, that did not contractually belong to this bargaining unit. The initial demand for monetary liability for these and other grievances was in excess of 12.5 million dollars. Even if the grievances had all the merit professed, the Corporation was not, nor is not at this time, financially solvent enough to make such a settlement.
>
> The grievances lacked the required contractual merit as was demonstrated for the type of monetary restitution demanded. The settlements made were made in good faith and in the amounts possible under the existing circumstances."[29]

Acting on behalf of President Gettelfinger, Toffie Abbasse and Jack Campbell conducted a hearing on the Wood Model Makers' appeal on October 30, 2007. Hearing officers Abbasse and Campbell prepared a report to the IEB on the appeal based on information provided at the hearing. The hearing officers reported that appellants argued that their grievances should not have been combined with Grievance No. C694693. Their report indicates that the appellants calculated that they had each lost approximately $150,000 as a result of the Company's failure to abide by the Full Utilization Agreement. In light of this liability, the appellants asserted that it was

[28] Record, p. 31.

[29] Record, p. 31

discriminatory for the Shop Committee to divide the settlement money equally among employees in the engineering trades.[30]

The hearing officers reported that Skilled Trades Zone Committeeperson Will Marcum testified that the Local had been involved in negotiations with the Company over the issue of full utilization for three years, and the negotiation process for the 2003 Local Agreement was not completed until July 2006.[31] Marcum reported that during the third year of negotiations, the International Union informed the Local 594 Shop Committee that the Company had offered $1,036,000 to settle all of the open skilled trades' grievances. According to the hearing officers, Marcum explained the Local Shop Committee's decision to accept this settlement as follows:

> "The choice was either to take the offer or consider a possible strike action. In the best interest of the total membership, the money was accepted. To be fair to all the skilled trades, it was decided to divide the money up equally to the trades. Each Skilled Trades employee received $500.00 dollars."[32]

The hearing officers commented that the lengthy negotiations over the utilization grievances revealed that there were sharp disagreements between the Local Union and management over the legitimacy of the grievances. They commented that the subcontracting of normal and historic work is the basis for claims arising under Paragraph (183) of the GM/UAW National Agreement and that much of the work subcontracted while the appellants were not being fully utilized was not work normally and historically performed by their unit. Based on the facts presented at the hearing, the hearing officers concluded that the decision of the Local Union to accept the settlement offered was not devoid of a rational basis. They also found no evidence of discrimination, fraud, or collusion with management.[33]

The IEB adopted the hearing officers' report as its decision in a letter dated January 15, 2008. The Wood Model Makers have now appealed the IEB's decision to the Public Review Board (PRB).

ARGUMENT

A. Arnold Gillert on behalf of the appellants:

The hearing officers for the IEB completely missed the point of our appeal. We have shown through the funnel process sheets produced at the Warren Tech Center that management consistently signed off on our normal and historic work and allowed

[30] Record, p. 59.

[31] Record, p. 56.

[32] Record, p. 60.

[33] Record, pp. 62-63.

work to be sent out while we were not utilized 66 hours per week as required by the Full Utilization Agreement.

All truck model maker work should have originated in Pontiac and should not have been subject to the Warren funnel process at all. We demonstrated that the work being subcontracted was our normal and historic work. Representative Mark Kelly simply does not understand our trade, although he might have gained an understanding by asking us. During the entire period that our grievances were the subject of negotiations, the Union never stated that they lacked merit based on the nature of the work being subcontracted. I was in contact with Brian Johnson, Stan Stoker, and eventually, Mark Kelly during this period and they all assured me that GM's liability to the Wood Model Makers for violating the Full Utilization Agreement would not be forgotten. How can this not be collusion between the Union and GM, when GM management is not even one bit afraid of the grievances and the potential liability? It is obvious that the parties set this situation up with assurances from the Union that there would be no significant penalty. The liability for the Wood Model Shop alone is 4.5 million dollars, and that is just for 25 to 30 people. We cannot imagine what the real figure is for all the employees in engineering trades. If they all suffered the same violations, it would surely be more than 12.5 million.

As for the Company not being able to pay these amounts, what kind of nonsense is that? These are words that mean the Union has run out of excuses. The Company lost 7 billion dollars to Fiat, bought out the German workers, lost 500 million in a truck venture in Korea, while continuing to pay enormous bonuses to its executives. The Company recently found 300 million dollars in an accounting error, but they claim they cannot pay us what is rightfully ours. The Union's arguments based on the Company's insolvency have no bearing on the violations at issue in this case.

The manner in which the settlement money was divided up was discriminatory against the Wood Model Makers. Will Marcum and Dennis Hughes are Vehicle Builders. In the previous contract each of the Vehicle Builders received $12,000 for similar violations. The utilization standard for Vehicle Builders is a lot less than for Wood Model Makers and yet our grievances were settled for $500 each. The appeals process to date has ignored the real issue and that is full utilization and the outsourcing of normal and historic truck model maker work. We believed that the International Representatives were working for us. This apparently was never the case. Only the Company's concerns were on their minds.

B. International Union, UAW:

Appellants' theory that they should each have received $150,000 assumes that each of their grievances were fully meritorious. The IEB concluded that they were not. In particular, the IEB determined that the subcontracted work was not normally and historically performed by the appellants, so that the Full Utilization Agreement was not violated.

The settlement achieved by the Union in this case was the result of a lengthy negotiation process in which the Local Union made a strategic decision to combine a series of related grievances in order to increase their bargaining leverage with the Company. The Union was not able to demonstrate that all of the work subcontracted while the appellants were not fully utilized was work historically performed by their unit. Ultimately, the consolidated grievances were settled for over one million dollars which was equally divided among the affected employees. It is not always possible for the Union to reach a grievance settlement that meets the expectations of every member. However, the fact that appellants are dissatisfied with the results of the Union's negotiations does not mean that the settlement was devoid of a rational basis, collusive, or discriminatory.

C. Rebuttal by Arnold Gillert on behalf of the appellants:

We attempted to present a copy of our normal and historic work to hearing officers Abbasse and Campbell at the hearing they conducted for the IEB, but we were put off. International Representative Brian Johnson stated at that time that the Union knew that our rights had been violated, but that they had done the best they could to obtain compensation for us. Now, the International Union claims that the IEB concluded that the subcontracted work was not our normal and historic work. We do not believe that the IEB knows what our work is or was at Local 594. We have provided descriptions of our work to Representatives Johnson, Stoker, and Kelly, but the International Union refuses to acknowledge our communications or cite what our normal and historic work was.

The International Union claims that the Local Union made a strategic decision to combine our grievances with similar grievances in order to gain leverage with the Company. We are still trying to understand what was actually agreed to in exchange for the settlement of our grievances in this way. What did the Union get in return for giving up millions in outsourcing liability? Could it have been the fact that two high profile Union officials had their sons hired in 1997 to be extracted as soon as possible to high ranking International Union positions? We are talking about Shoemaker and Long. They were both hired by GM Truck in 1997, although it was not the home base for either of them.

We are including copies of truck work that was signed off during the Warren funnel process while we were not fully utilized. This work should have been sent to Pontiac. Why would they sign off on it if it was not our normal and historic work to start with?

DISCUSSION

Appellants claim that they are entitled to substantial monetary damages resulting from management's refusal to schedule work on Sundays and holidays during the period from October 1999 until they transferred to the Tech Center in January 2005. They argue that management's decision not to schedule work on premium days violated

the terms of their Full Utilization Agreement. This charge is not based on work subcontracted by the Pontiac Plants Complex, but rather on numerous jobs subcontracted by the Warren Tech Center during this period. Appellants argue that as long as GM was subcontracting work that the Wood Model Makers could have done, the Company was required to schedule the Wood Model Makers at the Pontiac Plants Complex for all of the hours specified in the Full Utilization Agreement.

Representative Mark Kelly has clearly explained the problem with appellants' theory of the case. The parties to the National Agreement have interpreted the prohibition on subcontracting implicit in Paragraph (183)(c) to apply to work normally and historically performed by the skilled trades employees at the particular location. This interpretation is consistent with the language of Paragraph (183)(a), which prohibits the use of an outside contractor to perform work normally and historically performed by seniority employees.[34] Most of the work described in the funnel sheets presented by appellants involved work on cars rather than trucks. The Pontiac Plants Complex historically works on the manufacture of trucks so that the subcontracted work was not work that would normally be performed there. Thus, many of the claims asserted by the Wood Model Makers for compensation resulting from management's decision not to schedule premium hours lacked contractual merit.

Nevertheless, it is clear from this record that the Local 594 Shop Committee negotiated vigorously with management over a period of several years at the Pontiac location to resolve the issues related to full utilization of its skilled trades members. During these negotiations, management stood by its right to subcontract work from the Warren Tech Center, even though the Pontiac skilled trades employees were not fully utilized. Thus, while some of appellants' specific claims may have had merit, their suggestion that the Union could have obtained anything near $150,000 for each of the Wood Model Makers by continuing negotiations or calling a strike seems like wishful thinking. The Union representatives had to take stock of where they were after years of negotiating and to determine what could realistically be accomplished by further negotiations. The Union did obtain a substantial monetary settlement from the Company. Based on advice from the International Skilled Trades Department and the Region, the Local Shop Committee concluded that it had reached the end of fruitful negotiations on the subject at that point.

The settlement obtained by the Shop Committee was accepted on behalf of all the engineering trades at the Pontiac Plants Complex. An equal division of the proceeds among members of the engineering trades, therefore, appears to be the most equitable manner of distributing the money. The basis of appellants' claim that they

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[34] Paragraph (183)(a) of the UAW/GM National Agreement provides as follows:

> ""Employees of an outside contractor will not be utilized in a plant covered by this Agreement to replace seniority employees on production assembly or manufacturing work, or fabrication of tools, dies, jigs and fixtures, normally and historically performed by them, when performance of such work involves the use of Corporation-owned machines, tools, or equipment maintained by Corporation employees."

were entitled to a proportionally larger share of the settlement money is not clear from this record. In any event, appellants were unable to convince the membership that there was anything unfair about the division of the proceeds equally among the engineering employees.

Our task in considering collective bargaining grievances is to determine whether the handling of the grievance in question was affected by fraud, discrimination, or collusion with management, or whether its disposition was devoid of any rational basis. Unless we find such to have been the case, we are required to dismiss the appeal.[35] The Union's evaluation of the merits of the settlement offered by GM in this case was rational based on the weaknesses in the Union's argument identified by Representative Kelly. There is certainly no evidence to connect the settlement with management's hiring decisions in 1997. Furthermore, the manner in which the Local Union distributed the settlement money was logical. Appellants have not established that decisions made with respect to the Wood Model Makers' grievances were irrational or influenced by any improper motivations.

The decision of the IEB is affirmed.

[35] UAW Constitution, Article 33, §4(i).