

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

APPEAL OF:

ANTHONY ROYAL, Member
LOCAL UNION 2069, UAW
REGION 8
(Dublin, Virginia),

Appellant

-vs-

CASE NO. 1678

UAW NATIONAL HEAVY TRUCK DEPARTMENT
(THE UNITED AUTOMOBILE, AEROSPACE
AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA),

Appellee.

DECISION

(Issued August 29, 2012)

PANEL SITTING: Prof. Janice R. Bellace, Chairperson,
Prof. James J. Brudney, and Dean Harry
C. Katz.

Anthony Royal argues that the settlement of a grievance protesting a reduction in the pay grade assigned to sales engineers violated the existing collective bargaining agreement between Volvo and Local Union 2069 and lacked a rational basis.

FACTS

Anthony Royal and Betty Nester work at Volvo Trucks North America ("Volvo") at its New River Valley plant located in Dublin, Virginia. They are classified as sales engineers in the salaried bargaining unit represented by UAW Local Union 2069. Annual salaries in the unit are based on the pay grade assigned to the classification in the collective bargaining agreement. Article 38 of the salaried unit collective bargaining agreement between Volvo and Local 2069, effective March 17, 2008 through March 16, 2011, assigned grade 27 to the sales engineer classification.¹ The parties signed

¹ Record, p. 13.

Article 38 of the salaried unit collective bargaining agreement on March 9 and March 11, 2008.²

On April 30, 2009, Royal and Nestor, along with other members of the sales engineer classification filed Grievance NRS09-009 protesting management's reduction of their pay grade from 27 to 26. The grievance states:

"We contend the sales engineer's salary is specifically stated in the current contract as a grade 27 with no conditions or stipulations for changes thereof, nor Letters of Understanding giving the Company leeway to reduce the pay of sales engineers below that which is stated in the contract. In addition, we also contend the Company had an opportunity at last negotiations to revert back to the former grade 26 if the grade of 27 was not appropriate but failed to do so. The Company voluntarily upgraded the sales engineers to grade 27 on or about 2 years ago without mutual agreement with the Local Union."³

The sales engineers demanded that their salary be restored to a grade 27 in accordance with the collective bargaining agreement and that they be made whole in all ways. They also demanded compensation for any sales engineers who were forced into a lower classification as a result of the reduction in pay grade.

Local Union 2069 had filed Grievance NRS07-013 on May 23, 2007, protesting management's unilateral decision to add to the qualifications for the sales engineer classification. With the additional qualifications, the pay grade for the sales engineer classification was raised from 26 to 27.⁴ The settlement of Grievance NRS07-013 removed the additional qualification for the position, but also reduced the pay grade back to grade 26.⁵ The sales engineers appealed the terms of the settlement of Grievance NRS07-013 to the International Executive Board (IEB) in April 2009. President Gettelfinger's staff investigated the appeal and determined that the Union's settlement of Grievance NRS07-013 was not improperly motivated or devoid of a rational basis. The IEB adopted staff's report as its decision on September 30, 2009.⁶

Volvo management responded to Grievance NRS09-009 at the fourth step on February 23, 2010. The Company explained that the reduction in the sales engineers' pay grade was accepted by the Union in the settlement of Grievance NRS07-013. The Company provided the following description of the resolution of Grievance NRS07-013:

² Record, p. 15.

³ Record, p. 16.

⁴ Record p. 18.

⁵ Record, p. 19.

⁶ Record, pp. 21-23.

“The original Grievance NRS07-013 processed through the procedure to the arbitration step early in 2009. At that time it was reviewed by the Company and UAW International Representative Willard Beck. After deliberating on the merits of the grievance, the Labor Relations Manager Jerry Shiffner informed Mr. Beck that the Company realized a unilateral change to the job description had been made and as a result we would concede our position on the grievance. In addition, we would change the minimum education and experience to reflect what it was prior to the upgrade. The Company waived our option of collecting the overpayment of monies from the sales engineers during the time frame they were being compensated at the higher rate.

Mr. Beck accepted the Company’s concession on the issue which resulted in a settlement agreement dated March 3, 2009, which included the realignment of the sales engineers back to pay grade 26 and changing their job description back to reflect the previous education and experience requirements.”⁷

Management argued that Grievance NRS09-009 should never have been filed because it was protesting the very settlement that the Union had already agreed to. Management’s answer states:

“It is the Company’s position these grievances should never have been filed. The Local grieved the fact that the sales engineers were upgraded and now they are grieving that we fixed our mistake of unilaterally changing their job description and pay grade. It was made clear to the Local at the onset that the pay increase was tied to the changes made to the job description and that you couldn’t have one without the other.”⁸

Local 2069 Chairperson Nicky Twine responded on behalf of the grievants that the Company had changed the job description and rate of pay in 2006. The rate of pay remained in effect for two and a half years. In fact, Twine pointed out, the proposal presented by the Company to the Union during the 2008 contract negotiations listed the sales engineers’ classification as a grade 27. Twine concluded:

“...The Union accepted the proposal as well as all other jobs that the grade levels were changed at that time. Now they choose to violate the contract again by taking the wages back they had in place for about 2 and half years. It is our position that the Company has clearly violated the

⁷ Record, p. 28.

⁸ Record, p. 28.

language that they proposed by taking the wages from the employees, so we stand on our position on this grievance as it reads in the demands.”⁹

On March 15, 2010, Region 8 Area Director Dean Eason referred Grievance NRS09-009 to Representative Willard Beck of the UAW Heavy Truck Department for consideration whether to take the issue of the sales engineers’ pay grade to arbitration. Eason advised Beck that he found merit in the grievance because the collective bargaining agreement covering the period from March 17, 2008 through March 16, 2011, clearly states that the sales engineers’ pay grade is 27. Eason wrote:

“I am personally unaware of any claims by management that this was an error or typo. The only answer I get is the settlement you made of Grievance NRS07-013 filed under the previous agreement now controls the new language and supersedes the ratified agreement.”¹⁰

On July 27, 2010, Local 2069 President Lester Hancock wrote a letter to International Representative Tim Bressler describing the Local Union’s efforts to address the issues raised by Grievance NRS09-009. Hancock reported that he and Salaried Bargaining Chairperson Nicky Twine met with the Company on several occasions seeking a monetary settlement to make the sales engineers whole. According to Hancock, Company Representative David Lilly denied the Union’s request for back pay and stated that the Union would have to take the grievance to arbitration if they were looking for back pay. Hancock renewed the Local Union’s request that Grievance NRS09-009 be considered for arbitration.¹¹

Hancock sent a second letter to Willard Beck of the UAW Heavy Truck Department on August 24, 2010, requesting arbitration of Grievance NRS09-009. Hancock wrote:

“The Local is placing a second request for considering this grievance for arbitration. The Local feels strongly over the issues in this grievance and, as always, we feel you will represent this Local to the best of your ability.”¹²

Tim Bressler and Willard Beck responded to President Hancock on September 2, 2011. They pointed out that the Union had not bargained for a pay grade of 27 for the sales engineers. The 2008 collective bargaining agreement only listed the pay grade of 27 because that was, in fact, what the sales engineers were receiving at the time the contract was negotiated.¹³ Bressler and Beck referred to a previous conference call

⁹ Record, p. 30.

¹⁰ Record, p. 31.

¹¹ Record, p. 32.

¹² Record, p. 33.

¹³ Record, p. 34.

with the President and Salaried Chairperson during which they clearly explained that there was no back pay liability to the sales engineers. They advised President Hancock that they would return Grievance NRS09-009 to the procedure to seek a resolution or else consider arbitration.¹⁴

International Representative Gary Speth of the UAW Heavy Truck Department resolved Grievance NRS09-009 during discussions with the Company on November 19, 2010.¹⁵ The settlement agreement was finalized on December 7, 2010.¹⁶ Representative Speth and Volvo Manager Curt Youngdale signed a letter agreement on January 6, 2011, adopting the resolution of Grievance NRS09-009. The Resolution states as follows:

“The Company and the Union agree to create a grade level 27 sales engineer and grandfather all current employees into this grade level with no back payment of wages. In addition, an entry-level grade 26 position will still exist. The Company foresees that future openings would provide for the population of both classifications, as is the case with other classifications with multiple levels that currently exist in the bargaining unit. This agreement resolves all grievances associated with the sales engineer position.”¹⁷

Chairperson Nicky Twine notified the members who signed Grievance NRS09-009 of this resolution on January 10, 2011.

On January 12, 2011, Anthony Royal appealed the settlement of Grievance NRS09-009 to the IEB on behalf of the sales engineers. In support of his appeal, Royal pointed out that the 2008 collective bargaining agreement between the UAW and Volvo clearly states that the sales engineers’ pay grade is 27. He reported that the collective bargaining agreement presented to the membership and ratified on March 17, 2008, showed the sales engineers’ pay grade as 27. He charged that on April 15, 2009, the Company violated the ratified collective bargaining agreement by reducing the sales engineers’ pay grade from 27 to 26. Royal argued that the settlement of Grievance NRS09-009, without obtaining back pay for the sales engineers, constituted a breach of the collective bargaining agreement in violation of Article 19, §1, of the International Constitution.¹⁸ He referred to the following sentence in Article 19, §1:

“...No officer, member, representative or agent of the International Union or any Local Union or of any subordinate body of the International Union

¹⁴ Record, p. 35.

¹⁵ Record, pp. 38-39.

¹⁶ Record, pp. 40-41.

¹⁷ Record, p. 42.

¹⁸ Record, p. 46.

shall have the power or authority to counsel, cause, initiate, participate in or ratify any action which constitutes a breach of any contract entered into by a Local Union or by the International Union or a subordinate body thereof. ...”

Royal argued that the sales engineers were deprived of the pay grade assigned to their classification for one year and nine months. He asserted that International Representative Gary Speth failed to represent the sales engineers when he accepted a settlement of Grievance NRS09-009 that did not compensate them for this loss. His appeal states:

“Further, we contend the UAW failed to represent the Local 2069 sales engineers in that the sales engineers’ position and pay are clearly defined, without ambiguity, in the collective bargaining agreement of 2008-2011 and the UAW failed to apply or to adhere to the collective bargaining agreement and did not represent the sales engineers in their demand for back pay for the difference between grade 26 and 27 during the period from April 15th, 2009 to January 10th, 2011. Representative Speth also chose not to arbitrate the grievance despite the request of Local 2069 President, Lester Hancock, and the membership’s wishes to arbitrate the grievance.”¹⁹

International Representative Gary Speth responded to an inquiry regarding Royal’s appeal in a memorandum addressed to General Holiefield on May 19, 2011. Speth described the agreement to reduce the sales engineers’ pay grade in settlement of Grievance NRS07-013 as follows:

“On that date of December 4, 2008, Mr. Beck gave Nicky Twine a choice. He can agree with the Company to change the education and experience requirements for sales engineers and continue to receive grade 27 pay or I can have the Company put things back the way they were using the original sales engineer qualifications and moving the pay grade back to grade level 26.”²⁰

Speth reported that Twine requested to move the sales engineering classification back to grade level 26. Speth noted that the PRB reviewed this settlement and found it to be rational.²¹ In light of the Union’s decision to accept this settlement of Grievance NRS07-013, Speth stated he agreed with the Company’s position that Grievance NRS09-009 should never have been written. Nevertheless, Speth reported that he

¹⁹ Record, p. 47.

²⁰ Record, p. 54.

²¹ *Betty Nester, et al. v. UAW National Heavy Trucks and Engines Department*, PRB Case No. 1641, (April 12, 2010).

succeeded in negotiating a settlement that restored the pay grade of 27 to the existing sales engineers. He wrote:

“However, in seeking resolution, I (Gary Speth) acquired a settlement with the Company establishing two (2) pay grade levels within the salary sales engineering classification, which included a grandfather of all current sales engineers to the pay grade of 27 and any new openings would be with grade level 26 or grade level 27 in as needed basis (Exhibit #2).”²²

Speth reported that Chairperson Twine accepted this resolution to the qualifications issue, but that he still wanted back pay for the existing sales engineers. Speth asserted that no arbitrator would award back pay because there was a grievance settlement establishing the pay grade at 26. He explained:

“Simply put you cannot have your cake and eat it too. The Local Union wanted grade 27 with no additional qualifications. The Company’s position was you get grade 27 with the new qualifications, four (4) year related engineering or four (4) year technical degree or eight (8) years of technical product experience. The old qualification for college degree with concentration in a technical or business background related field or 3-8 years of suitable industry related experience.

The Local Union Salary Chairperson Nicky Twine could not live with the new qualifications because it would limit future salary bargaining unit employees from filling vacancies in the sales engineering classification.”²³

Speth argued that Grievance NRS09-009 sought essentially the same relief as the appeal of the settlement of Grievance NRS07-013. Speth maintained that the Union went above and beyond its duties of fair representation by continuing to seek a resolution to the dispute about the qualifications and pay grade in the sales engineer classification after the settlement of Grievance NRS07-013 and subsequent appeals.²⁴

Royal and Nester responded to Speth’s memorandum on September 12, 2011. They reported that there was no mention of the sales engineers’ pay grade during the ratification meetings conducted in connection with the 2008 collective bargaining agreement. They argued that the question presented by their appeal was whether a grievance filed under the 2005 contract could be settled in a manner that violated the 2008 agreement. They maintained that the language of Article 19, §1 of the UAW Constitution cited in their appeal precluded such a settlement.²⁵ Royal and Nester pointed out that Grievance NRS07-013 was settled almost a full year after ratification of

²² Record, p. 54.

²³ Record, p. 55.

²⁴ Record, p. 56.

²⁵ Record, p. 59

the 2008 collective bargaining agreement. They argued that the Union had a duty to enforce the terms of the ratified agreement by obtaining back pay for the sales engineers during the period when their salaries were reduced to a grade 26 in violation of the clear terms of the collective bargaining agreement then in effect.²⁶

On August 16, 2011, acting on behalf of International President Bob King, Bob Kinkade and Charlie Stewart conducted a hearing on the appeal filed by Betty Nester and Anthony Royal on behalf of the sales engineers at Volvo's New River Valley plant. Kinkade and Stewart prepared a report to the IEB based on information provided by the UAW Heavy Truck Department, Local Union 2069, and testimony given at the hearing.

The hearing officers reported that International Representative Speth testified that he attempted to negotiate back pay for the sales engineers, but the effort was unsuccessful. Their report states:

“UAW Heavy Truck Department International Representative Gary Speth testified that the instant grievance resolution did not provide back pay, but it was not for lack of effort. Speth testified that he attempted numerous times to persuade the Company to include back pay and that Chairperson Twine was aware of that. Speth's testimony was not disputed by Twine.”²⁷

Speth testified that he did not believe that he could successfully arbitrate the sales engineers' demand for back pay in light of the settlement of Grievance NRS07-013.²⁸

The hearing officers' report indicates that Representative Willard Beck of the UAW Truck Department reported that appellants were notified of the settlement of Grievance NRS07-013 on March 31, 2009, and they immediately appealed that settlement to the IEB and finally to the PRB. Grievance NRS09-009 was filed on April 30, 2009. Beck argued that appellants were attempting to raise the same issue with this appeal that was settled in response to their appeal of Grievance NRS07-013.²⁹

The hearing officers concluded that there was no violation of Article 19, §1, of the UAW Constitution. They observed that the appellants knew the state of negotiations about the sales engineers' pay grade throughout the period during which the parties were discussing these issues. Further, the hearing officers found no merit to appellants' argument that International Representative Speth did not bargain on their behalf in good faith. The hearing officers referred to Speth's testimony regarding his efforts to obtain back pay for the sales engineers. They concluded that he did all he could to obtain the most favorable settlement of the sales engineers' grievance.³⁰ The hearing officers

²⁶ Record, pp. 59-60.

²⁷ Record, p. 77.

²⁸ Record, p. 80.

²⁹ Record, p. 80

³⁰ Record, p. 80

cited the Public Review Board's holding in *Notchick v. Local Union 2209*, PRB Case No. 1346, 11 PRB 255, (2001), that refiling a grievance previously denied cannot serve to restart the appeal process. They declared that the time had come for a conclusion of litigation with respect to the sales engineers' pay grade.³¹

Hearing officers Kinkade and Stewart found that Representative's Speth's settlement of Grievance NRS09-009 was reasonable and rational and consistent with the UAW Constitution. They denied the sales engineers' appeal and the IEB adopted their report as its decision.³² Betty Nester and Anthony Royal were notified of the IEB's decision on February 21, 2012.³³ On March 20, 2012, Anthony Royal appealed the IEB's decision to the PRB on behalf of the sales engineers.

ARGUMENT

A. Anthony Royal on behalf of the Volvo sales engineers:

We disagree that Grievance NRS09-009 is the same grievance as NRS07-013. This appeal challenges the action of Representative Speth negotiating a grievance settlement that is contrary to our collective bargaining agreement. Article 19, §1, of the UAW International Constitution specifically prohibits actions of this type. There is nothing in Article 19 that exempts grievance settlements from this prohibition. If Representative Speth could not convince the Company to honor the agreement they signed, he had other avenues to pursue, such as arbitration or labor charges against Volvo.

Representative Tim Bressler states that the Union did not negotiate a raise in pay grade for the sales engineers. We submit as evidence the four proposals passed from the Company to the Union during the 2008 negotiations. On the first proposal the sales engineers' pay grade is 26, but that is struck through and a grade of 27 is written beside it. The date on this proposal is January 27, 2008, showing that this was an issue during the negotiations. The pay grade 27 remained on the three subsequent proposals presented by the Company. The proposal signed by the parties on March 9 and 11 shows the pay grade as 27. If there were no negotiations over the sales engineers' pay grade during the 2008 negotiations, how did grade 26 become grade 27? Statements made to me by Salaried Bargaining Chairperson Nicky Twine confirmed that the pay grade was discussed during the 2008 negotiations. Thus, we disagree with Representative Bressler's assertion that pay grade 27 was not negotiated during the March 2008 negotiations. If the grade was negotiated and the International Union settled for anything other than what is in the 2008 collective bargaining agreement, then the International Union and Representative Speth have committed a breach of contract and a violation of the UAW Constitution.

³¹ Record, pp. 81-82.

³² Record, p. 82.

³³ Record, p. 63.

The hearing officers reported that Representative Speth attempted to secure back pay for the sales engineers. Are we to understand that the Company and the Union signed a negotiated agreement in March 2008 to pay the sales engineers a specific rate of pay, but the Company and the Union agreed to downgrade the sales engineers for one year and nine months during the life of that agreement, and now Representative Speth can do nothing about it but accept a settlement with no back pay? By failing to uphold the negotiated contract and deviating from the grievance demands of Grievance NRS09-009, we contend that the International UAW failed to bargain in good faith and failed to fairly represent the membership of Local Union 2069. We believe there is possible collusion between the International Union and the Company to protect Volvo from an \$80,000 plus liability for back pay to the eleven sales engineers, and to protect the Union from a possible unfair labor practice charge by the Company if Grievance NRS09-009 is reopened.

In response to our appeal, the IEB argued that the PRB's response to our appeal of the settlement Grievance NRS07-013 bars this appeal. We do not believe the settlement of Grievance NRS07-013 has any application to this case. Our appeal questions the validity of a portion of the settlement of Grievance NRS09-009, not any part of the settlement of Grievance NRS07-013. We contend that the membership has the right to appeal any grievance settlement made by the Union.

B. International Union, UAW:

In his appeal to this Board, appellant Royal contends that the issues he raises are independent of the issues decided by the PRB in *Nester et al. v. UAW National Heavy Trucks and Engines Department, supra*, but the issue at the heart of his appeal is identical to that presented in the previous appeal. The parties negotiated the 2008 contract while Grievance NRS07-013 was still pending. All of the parties involved in this appeal knew that. They also knew that the pay grade 27 listed in the 2008 contract was the result of a unilateral action taken by the Company, the very action challenged by the Union in Grievance NRS07-013. Thus, when the 2008 contract was ratified, it was known that the grade and salary of sales engineers would not be finalized until that grievance was resolved. There is no evidence that the parties addressed the issues raised by Grievance NRS07-013 or the issue of the sales engineers' pay grade during negotiations in 2008.

Appellant challenged the settlement of Grievance NRS07-013. When that challenge was unsuccessful, he turned to an alternative avenue to pursue the same remedy by filing Grievance NRS09-009. The Union pursued the later grievance and achieved an upgrade for the sales engineers. This was more than the remedy found to be sufficient by the PRB in *Nester, et al.* Yet, appellant persists in attacking the Union's efforts because, despite the best efforts of Representative Speth, the Union could not obtain back pay. Representative Speth did not believe an arbitrator would award back pay given the history of this matter and the relief already obtained. He wisely concluded that the Union should not risk what it had obtained through negotiations with the

Company in order to pursue arbitration of the back pay claim. His decisions with respect to the grievance did not lack a rational basis.

C. Rebuttal by Anthony Royal:

The increase in pay grade from 26 to 27 was not obtained in the settlement of Grievance NRS09-009. It was negotiated and ratified by the membership in the March 2008 collective bargaining agreement. In settlement of Grievance NRS09-009, Representative Speth only convinced the Company to return to the pay grade the parties had previously accepted as part of the collective bargaining agreement. Representative Speth did not make appellants whole as was demanded in the grievance because he failed to get back pay. This appeal is to recover what appellants lost as a result of the Union and the Company reducing the sales engineers' pay grade from 27 to 26 during the period from April 15, 2009 to January 10, 2011, in violation of the collective bargaining agreement.

The International Union continues to refer back to a previously settled and closed grievance to justify its position. Willard Beck settled Grievance NRS07-013 on March 12, 2009, nearly one year after the ratification of the 2008 collective bargaining agreement. There is no basis in the record for the International Union's claim that the pay grade 27 was not adopted as part of the 2008 collective bargaining agreement. Why was the Union still negotiating with the Company about pay grades after the 2008 contract was ratified? I do not believe this was proper or legal. The membership was never advised following ratification of the 2008 contract that the resolution of any grievance could supersede the contract language. There is nothing in the written contract to indicate that there were any contingencies in regard to the pay grades adopted in 2008. External testimony and explanations should not be accepted to alter the terms of a written contract.

Representative Speth has asserted that an arbitrator would not have awarded the back pay we are seeking based on the history of this issue. The decision in PRB Case No. 1641 states:

“...When a grievance is referred to arbitration, the arbitrator interprets terms of the written collective bargaining agreement. If the arbitrator concludes that those terms have been violated, he or she will attempt to restore the parties to the positions they held prior to the violations. ...”

It would seem that going to arbitration to enforce the pay grade clearly stated in the collective bargaining agreement would have been an easy case to make. In fact, the International Union is the only body that does not recognize that the reduction in sales engineers' pay grade violated the collective bargaining agreement. The Local Union membership, the Local Union President and Salaried Chairperson, and even the Regional Representative Dean Eason have all expressed support for our claim.

We are asking the Public Review Board to find that the settlement of Grievance NRS09-009 negotiated by the International Union UAW violated our collective bargaining agreement and the UAW Constitution. We are seeking compensation for the financial loss we suffered as a result of the violation.

DISCUSSION

Appellant Royal argues that the settlement of Grievance NRS09-009 violated the 2008 collective bargaining agreement because the proposals exchanged by the parties in 2008 listed the sales engineer classification as having a pay grade of 27. We considered and rejected this identical argument in our review of the sales engineers' appeal of the settlement of Grievance NRS07-013 in *Nester, et al., supra*. In that case, Royal maintained that the Company should be forced to honor the grade it assigned to the sales engineers as a penalty for its deliberate violation of the collective bargaining agreement after it unilaterally modified its qualifications for the position. We noted that arbitration is not designed to penalize parties to a collective bargaining agreement but rather to resolve disputes regarding the meaning or application of their agreement. We found that the settlement of Grievance NRS07-013, which restored the parties to the positions they held prior to the Company's contract violation, was reasonable.

Appellant Royal's assertion that an arbitrator would be bound to apply the pay grade listed in the Company's proposals completely ignores the history of the parties' negotiations over the qualifications and pay grade of the sales engineers. Royal's insistence that the settlement of Grievance NRS07-013 amounted to a breach of the collective bargaining agreement between Volvo Trucks and Local Union 2069 strikes us as puzzling if not disingenuous. It is clear from the record in these two appeals that the pay grade for the sales engineer classification was still an open question when the 2008 collective bargaining agreement was ratified. The history of the parties' negotiations over sales engineers' pay grade is well documented and this history would have been available to the arbitrator if the case had been pursued to that level. We agree with Representative Speth that an arbitrator would have been unlikely to interpret the 2008 contract proposal as precluding the settlement of Grievance NRS07-013 that was actually agreed to on March 3, 2009.

Our review of appeals related to grievances is limited to allegations that the matter was improperly handled because of fraud, discrimination, or collusion with management, or that the disposition of the grievance was devoid of any rational basis.³⁴ In this case, the Union succeeded in negotiating a settlement for the existing sales engineers that restored their pay grade to 27 even though the qualifications for the position remained the same. As the International Union observed in its response to Royal's appeal, this settlement achieved more than one we previously deemed reasonable. The likelihood of obtaining an even stronger award that included back pay through arbitration was remote. Under the circumstances, the Union's decision to accept the settlement was clearly rational.

³⁴ UAW Constitution, Article 33, §4(i).

The decision of the IEB is affirmed.