

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

APPEAL OF:

STEVEN M. FISHER, et al.,
LOCAL UNION 1895, UAW
(Broken Arrow, Oklahoma), REGION 5

Appellants

-vs-

CASE NO. 1685

UAW INTERNATIONAL PRESIDENT
(THE UNITED AUTOMOBILE, AEROSPACE
AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA),

Appellee.

DECISION

(Issued November 25, 2013)

PANEL SITTING: Prof. Janice R. Bellace, Chairperson,
Prof. James J. Brudney, Professor Fred
Feinstein, Dean Harry C. Katz, and Prof.
Maria L. Ontiveros.

Former employees of a glass plant operated by Zeledyne Corp LLC object to the terms of a grievance settlement that excluded them because they were no longer active employees when the settlement agreement was negotiated.

FACTS

Steven Fisher, Stacey Murphy, Chris Padgett, Lisa Hendricks, Jeffrey S. McCarn, Kenneth E. McCurry, Jeremy Posey, and James C. Ragsdale worked for Zeledyne Corporation, LLC (“Zeledyne”) in a bargaining unit represented by UAW Local Union 1895.¹ Zeledyne was a glass manufacturing plant in Tulsa, Oklahoma. The Tulsa Glass Plant was one of the plants that Ford Motor Company (“Ford”) spun off as Visteon Corporation (“Visteon”) in 2000. Visteon transferred the Tulsa Glass Plant back to Ford in 2005. Ford continued to operate the glass business as part of Automotive Components Holdings (“ACH”). Robert Price, a Tulsa businessman, agreed to purchase the glass plant from Ford in 2007. Price subsequently established Zeledyne

¹ Record, pp. 1-18, 37, 103.

to produce both architectural and automotive glass and to supply automotive glass to Ford.

On January 10, 2008, Robert Price addressed a letter to UAW Ford Department Vice President and Director Bob King describing his commitment to invest \$100 million in the glass plant operated by Zeledyne and to maintain the plant as an ongoing facility until December 31, 2015. The letter states:

“Zeledyne, for its part, commits to invest \$100 million in Zeledyne’s glass facilities. These investments include but are not limited to furnace rebuild as well as facility and transformation items to support cultural and other changes to strengthen Zeledyne’s competitive future. Furthermore, Zeledyne commits to maintain each plant as a viable ongoing facility until at least December 31, 2015.”²

On January 22, 2010, Local Union 1895 filed Grievance SW-132 protesting Zeledyne’s decision to send certain operations to another company. The grievance charged that this outsourcing of work violated the company’s commitment to maintain the plant as a viable facility. The grievance states:

“While our fabrication process is under capacity, the outsourcing of not only future parts/programs but any parts/programs is in direct contradiction of the Viability Letter of Understanding to Vice President King (April 14, 2008) which states, ‘Furthermore, Zeledyne commits to maintain each plant as a viable ongoing facility until at least December 31, 2015.’ Our plant/facility cannot survive with continued outsourcing of parts.”³

On January 28, 2010, Local 1895 filed Grievance FD-1 in response to Zeledyne’s announcement that it would be shutting down one of its glass plants in Tulsa and laying off a significant number of employees. According to the grievance, a notice was given to employees regarding the proposed plant closure in accordance with the Worker Adjustment and Retraining Notification (WARN) Act.⁴ Grievance FD-1 charged that the decision violated Chairman Robert Price’s commitment to invest \$100 million to develop the facilities. The grievance asserted that Zeledyne had only invested approximately \$4 million to develop an off line cutting process. Grievance FD-1 also referred to viability commitment dated April 14, 2008. The grievance states:

“Zeledyne would like one to believe that it is the economy that has created this business flux, thus out of their control? It is the Union’s position that since taking over May 1, 2008, that Zeledyne’s Corporate Leadership Team has mismanaged and misappropriated monies foolishly (violated

² Record, pp. 20-21.

³ Record, p. 110.

⁴ Record, p. 19.

bank covenants, etc.) thus causing not only the demise of their resources, but hopes for investment.”⁵

Grievance FD-1 demands that Zeledyne honor its viability commitment to active employees on its rolls as of January 27, 2010. The grievance states:

“The Union demands that Zeledyne honor their commitment as agreed to and pay each employee that is on the Zeledyne rolls January 27, 2010, the yearly salary or the equivalent thereof, including overtime, vacation and holidays at the appropriate rate. In other words, make employees whole for all potential lost wages and benefits as agreed upon in the original commitment letter (April 14, 2008), through December 31, 2015.”⁶

While this grievance was pending appellant Steven Fisher left Zeledyne and accepted employment with Spirit Aerosystems.⁷ On May 23, 2010, Fisher wrote a letter to Local 1895 President Fred Dorrell explaining his reasons for leaving Zeledyne. Fisher reported that he was expected to act as Zeledyne’s agent with local suppliers but that his relationship with those suppliers was harmed by the company’s poor management practices and failure to pay its bills. He stated:

“I was expected to field the calls from vendors that I ordered parts from when they called wanting [to be] paid for their parts and services. Many were over \$15,000 behind and over 90 days, one was \$40k and 120 days. These were people I had done business with for over 20 years. It was my name on the line and I was unable to make any headway to assist them to recover their funds. Many had stopped extending any credit until bills had been paid down.”⁸

Fisher further explained that he left to prevent one of the other mechanics from being laid off because Fisher was eligible for his retirement benefit from Ford and the other mechanic was not. Fisher wrote:

“They had informed me that one of the mechanics would be reassigned, or laid off, or put back into production. My leaving was the only way I could see protecting that man’s job. I had my Ford retirement, and he did not. I was in a better position to leave, even though I really didn’t want to.”⁹

⁵ Record, p. 19.

⁶ Record, p. 19.

⁷ Record, pp. 32-37.

⁸ Record, p. 23.

⁹ Record, p. 23.

Fisher concluded by saying that he had considered the glass plant home for 35 years and that it made him physically ill to see what was happening to the plant. President Dorrell responded to Fisher in an email stating that the Union was still pursuing grievances on behalf of the glass plant employees. Dorrell wrote:

“Thank you for your letter. You are not the only one that left based on these circumstances (poor corporate management, etc.) and your letter just helps affirm what we have been telling them. Actually, I wish I had more of these type letters. This will be helpful as we press forward with our grievances.

I will keep you posted as to the progress of the related grievances. You are still part of that (original 460) as far as I am concerned.”¹⁰

Zeledyne apparently issued a second WARN Act notice to its remaining employees on May 31, 2011, stating that the company was beginning the final wind down of its operations. On June 15, 2011, Local 1895 filed Grievance FD-2 in response to the notice. Once again, the union asserted that the company’s decision violated the terms of its viability letter dated April 14, 2008.¹¹

On May 30, 2012, President Dorrell emailed a meeting notice to the Local Union hall and numerous other recipients advising that a special membership meeting would be announced to discuss the proposed settlement of the union’s outstanding grievances.¹² Dorrell followed up on May 31, 2012, with an email stating that the special membership meeting would be conducted on June 7, 2012, at 3:30 p.m.¹³ Dorrell attached a copy of the proposed grievance settlement to his email. The settlement included a choice between a lump sum monetary package and hiring consideration by Ford Motor Company. President Dorrell described the terms of the settlement as follows:

“If the proposal is accepted, all former Ford (non-retired) employees will have until the close of business on Friday, June 22, 2012, to declare if interested in Ford placement. If no action is taken then the default would be the settlement amount rather than a job opportunity. If former Visteon/Zeledyne employees want to test for Ford employment opportunities, the testing would be set up as soon as possible in the Tulsa area.”¹⁴

¹⁰ Record, p. 22.

¹¹ Record, p. 123.

¹² Record, p. 124.

¹³ Record, p. 125.

¹⁴ Record, p. 125.

The amount of the settlement for former eligible Ford employees was \$35,000. Former eligible Visteon employees received \$15,000 and eligible Zeledyne employees received \$7,500.¹⁵ With respect to the so-called viability commitment, the proposed grievance settlement states as follows:

“With the acceptance of this offer:

- The Tulsa Plant would cease all operations effective October 15, 2012
- Acceptance of this grievance settlement, with the exceptions noted above, ends employment with no recall rights
- The viability letter is voided
- The viability grievances and all other related grievances are withdrawn

If the existing grievances are submitted to arbitration, this offer is immediately voided.”¹⁶

The minutes of the special membership meeting conducted on June 7, 2012, indicate that President Dorrell called the meeting to discuss and vote on the proposed grievance settlement offer regarding Grievances FD-1, FD-2, and SW-132, otherwise known as the viability grievances.¹⁷ Dorrell reported that it was the recommendation of the local executive board that the membership accept the proposed grievance settlement. The minutes report that a motion to concur with the recommendation of the local executive board passed by a vote of 208 in favor and 54 opposed. The minutes further report that there were 262 votes cast including six contested ballots that were not counted.¹⁸ President Dorrell advised appellant Steven Fisher of the results of the vote on the proposed settlement by email on June 18, 2012.¹⁹

On June 17, 2012, Steven Fisher filed an appeal to the International Executive Board (IEB) protesting his exclusion from the settlement of Grievance FD-1.²⁰ Fisher argued that as one of the original grievants, he should have been entitled to the \$35,000 paid to former Ford employees. Fisher stated that he had been a Ford employee for 33 years when he retired. He reported that he had been informed that his retirement would not affect his right to participate in the settlement of Grievance FD-1. His appeal states:

¹⁵ Record, p. 26.

¹⁶ Record, p. 26.

¹⁷ Record, p. 128.

¹⁸ Record, p. 128.

¹⁹ Record, pp. 24-27.

²⁰ Record, pp. 1-3.

“The grievance was filed for the people that were working at the time the WARN notice was issued, and they were told by local union leadership that leaving for other employment would not affect their status on the grievance. I had conversations with union officials Rick Neal and Fred Dorrell, which promised I would still be on the grievance if I obtained new employment and I have enclosed an email from the current union president/bargaining chairman, Fred Dorrell, stating such. (Exhibit 3)”²¹

The other appellants filed similar appeals to the IEB in June 2012. All of the appellants claimed that local union officers advised them that leaving for other employment would not affect their status on the grievance.²² President King’s Administrative Assistant Greg Drudi acknowledged the appeals on June 25, 2012.²³

On July 19, 2012, Zeledyne and UAW Local 1895 entered into a Grievance Settlement and Plant Closing Agreement that incorporated the terms of the settlement approved by the membership at the special meeting on June 7, 2012.²⁴ The Plant Closing Agreement indicates that Grievances FD-1, FD-2, and SW-132, as well as all other pending grievances at the Zeledyne plant, are resolved and that the terms of the viability letter signed as part of the 2008 collective bargaining agreement are void.²⁵ The agreement goes on to describe the cash payments and employment opportunities that the parties agreed to upon Zeledyne’s closure. It is signed by a representative of Zeledyne and Matt Bollinger for UAW Region 5.²⁶

On September 24, 2012, Administrative Assistant Drudi wrote to the appellants that their appeals would not be processed to the IEB. Drudi explained that his investigation of the situation at Zeledyne revealed that each of the appellants had voluntarily quit his or her employment prior to the grievance settlement. Drudi’s letter to Steven Fisher states:

“This will serve as a response to your letter to the UAW International Executive Board (IEB) postmarked June 18, 2012, attempting to appeal the settlement of Grievance FD-1.

My investigation reveals that you voluntarily quit your employment with Zeledyne on April 19, 2010, and thus severed your relationship with the company.

²¹ Record, p. 2.

²² Record, pp. 4-5, 6-8, 9-14, 15, 16-18.

²³ Record, pp. 28-31

²⁴ Record, pp. 146-150.

²⁵ Record, p. 146.

²⁶ Record, p. 150.

It is therefore the decision of this office that you do not have a community of interest with the members of UAW Local 1895 and your request cannot be considered.

We are foreclosed from processing your request to appeal.”²⁷

Drudi sent similar letters to the other appellants.²⁸

In September and October 2012, Steven Fisher, James Ragsdale, Chris Padgett, Stacey Murphy, Kenneth McCurry, Lisa Hendricks, and Jeffrey McCarn appealed Drudi’s refusal to process their appeals to the Public Review Board (PRB).²⁹ Appellant Ragsdale wrote that he continued actively working at the glass plant long after some of those who received the settlement. He said that he accepted other employment only after being told by the Local that the plant was going to close. He pointed out that the option of taking a layoff was not offered to him. Ragsdale wrote that he has been a UAW member for 34 years, 33.5 years with Local Union 1895 and now 1.5 years with Local 952.³⁰ Appellant Steven Fisher also objected to Drudi’s ruling that he did not have a community of interest with the other members of Local Union 1895. He pointed out that he is a retired member of Local Union 1895 and still pays retiree dues.³¹ In support of their appeals, the appellants asserted that there is no contractual basis for excluding them from the settlement of Grievance FD-1. Their appeals to the PRB state:

“There is no contract language to exclude me from the grievance, and I included documents showing that I left after the WARN letter was issued and that my local president and bargaining chairman had told many of us that we could and should find other employment now and would still be included in the grievance. As duly elected officials of the UAW, we believed them and followed their instructions.”³²

Lisa Hendricks also pointed out that Administrative Assistant Drudi’s claim that she quit her job at Zeledyne on April 5, 2010 was inaccurate. In her initial appeal to the IEB, Hendricks explained that she had taken an educational leave in 2010. She was enrolled as a full-time student in September 2010 when she heard that Zeledyne was going to recall employees for a temporary assignment. Hendricks explained that the recall was only for a few weeks and would have required her to withdraw from school and incur substantial losses in tuition and benefits. She said she explained this to the company and asked for special consideration. Hendricks reported that she never

²⁷ Record, p. 35.

²⁸ Record, pp. 32-36.

²⁹ Record, pp. 37, 38-39, 40-42, 43-44, 45-46, 47-50, and 51-52.

³⁰ Record, p. 37.

³¹ Record, p. 38.

³² Record, pp. 38, 41, 44, 46, and 51.

received any response from the company, but she also never received a letter directing her to return to work. In addition, the Oklahoma Unemployment Benefits Office never received notice that Hendricks had been recalled.³³

An email written by Zeledyne Human Resource Manager Terry Kirkland stated that Hendricks's employment was terminated effective August 20, 2010.³⁴ Hendricks reported that she learned of her termination on April 6, 2011, when she contacted Human Resources about her employment status. Local 1895 filed Grievance SW-204 for Hendricks protesting her termination on April 13, 2011. The grievance states:

"The union contends Zeledyne terminated Ms. Hendricks seniority unjustly. On April 6, 2011, Ms. Hendricks contacted HR asking to return to work at which time she was informed she had been terminated due to the fact she declined to return to work on September 7, 2010. Ms. Hendricks states she had thought the recall was for a voluntary special assignment and would not in any way affect her employment with Zeledyne. Ms. Hendricks claims she was under the assumption she was still on ISLO."³⁵

Management provided a Statement of Fact and Position in response to Grievance SW-204 on June 1, 2011. The Statement summarized the facts as follows:

August 19th, 2010, Ms. Hendricks was contacted by Terry Kirkland and Joe Lisko and instructed to report back to work on September 6th. Mrs. Hendricks stated she was going to school and didn't want to come back. She was told that by refusing to report back she would lose her job at the plant. Mr. Hendricks stated she understood and that she was going to continue her education.

An email was sent on August 20th, 2010 to the UAW, Security, and the plant nurse stating that Ms. Hendricks's employment would be terminated that day.

Ms. Hendricks's vacation was paid out.

A toolbox pass was issued and Ms. Hendricks removed her tools from plant property."³⁶

Management argued that Hendricks acknowledged that her failure to return to work would terminate her employment with Zeledyne in the presence of Company representatives Joe Lisko and Terry Kirkland. Based on these circumstances,

³³ Record, p. 12.

³⁴ Record, p. 114.

³⁵ Record, p. 116. The initials ISLO refer to "inverse seniority layoff."

³⁶ Record, p. 119.

management asserted that Grievance SW-204 lacked merit and should be denied.³⁷ The grievance indicates that it was withdrawn by Matt Bollinger on June 8, 2011.³⁸

The International Union responded to appellants' appeals on January 7, 2013. International President Bob King's staff asserted that appellants lacked standing to use the appellate procedures described in Article 33 of the UAW Constitution, because they were no longer members of UAW Local 1895.³⁹ On January 23, 2013, the PRB remanded appellants' appeals to the IEB for an investigation of the facts and decision on the merits.⁴⁰ In a letter addressed to President King, PRB Co-Chairs Bellace and Brudney explained that the Board members could not evaluate the International Union's argument about appellants' lack of standing without an investigation of the facts and compilation of a record in accordance with the procedures described in Article 33, §3(d) of the International Constitution.⁴¹

Acting on behalf of President King, Administrative Assistant Eunice Stokes-Wilson conducted a hearing on April 23, 2013, to consider appellants' claims. Stokes-Wilson prepared a report to the IEB summarizing the International President's position on the jurisdictional issues raised by this appeal.⁴²

Stokes-Wilson reported that on January 28, 2010, Local Union 1895 responded to Zeledyne's WARN notice by filing a series of grievances, including Grievance FD-1 on behalf of the 460 Zeledyne employees affected by the decision. Stokes-Wilson reported that when Zeledyne began laying off its employees, the appellants voluntarily terminated their employment with Zeledyne in order to accept other employment.⁴³ She provided the following description of the appellants' employment status: Steven Fisher and James Ragsdale retired from Ford Motor Company and are actively employed outside the bargaining unit represented by Local Union 1895. Ken McCurry quit Zeledyne on March 28, 2011, and accepted employment with CP Kelco Company in Ocmulgee, Oklahoma. Stacey Murphy took a voluntary inverse seniority layoff on April 5, 2010. She was recorded as a voluntary quit on September 3, 2010, after she declined a return to work offer because she was in school. Jeffrey McCarn quit on November 29, 2010 to return to construction work. Chris Padgett took a voluntary inverse layoff and started his own business. Lisa Hendricks took a voluntary inverse layoff on April 5, 2010, and returned to school. She was recorded as a voluntary quit effective August 24, 2010, after she failed to respond to a recall notice in September.⁴⁴

³⁷ Record, p. 120.

³⁸ Record, p. 117.

³⁹ Record, pp. 71-72.

⁴⁰ Record, p. 74.

⁴¹ Record, pp. 75-76.

⁴² Record, pp. 80-91.

⁴³ Record, p. 82.

⁴⁴ Record, pp. 88-89

Stokes-Wilson acknowledged Hendricks' claim that she never received the letter recalling her from layoff, but observed that Hendricks never appealed the withdrawal of her grievance addressing this issue. In any event, Stokes-Wilson reported that Hendricks became a Spirit employee on June 27, 2011.⁴⁵

Based on these facts, Stokes-Wilson concluded that all ten of the appellants lacked standing to appeal the decision to settle Grievance FD-1. Stokes-Wilson explained that when the appellants severed their employment with Zeledyne and accepted employment elsewhere they would have been issued an honorable withdrawal card pursuant to Article 17 of the International Constitution.⁴⁶ Stokes-Wilson acknowledged that former union members may have standing to appeal under certain circumstances, but she found those circumstances do not exist in this case. Her report states:

"To the question whether they have standing to appeal. Article 33, Section 1 reads in part:

'Any subordinate body or member thereof shall have the right under this Article to appeal.'

This language cannot be viewed in a wooden sense. While an appeal may be perfected by a former member or a non-member in certain situations, appellants here cannot reach that permissibility. For example, if the collective bargaining agreement has reinstatement of grievance language, a former [member] or non-member can appeal his/her termination if the timeframe outlined in Article 33, Section 4(c) is followed. This does not apply to someone who has taken (admittedly) a voluntary quit. ..."⁴⁷

Stokes-Wilson acknowledged that Steven Fisher and James Ragsdale claimed to have maintained their membership in Local 1895 as retirees, but she observed that they would automatically have been issued a withdrawal card in accordance with Article 6, Section 19 when they accepted employment under the jurisdiction of another local union, even though Local 1895 continued to treat them as retired members. She referred to the final sentence in Article 6, §19, which states:

"...The regular withdrawal-transfer provisions of this Constitution shall be applicable if such retired member returns to active employment."⁴⁸

Stokes-Wilson wrote that she believed Local Union 1895 attempted to negotiate a settlement on behalf of all the 460 original grievants. She stated she also believed

⁴⁵ Record, p. 90.

⁴⁶ Record, 86.

⁴⁷ Record, pp. 86-87.

⁴⁸ Record, p. 87.

appellants sincerely relied on representations made to them by the officers of Local 1895 that they would be included in any grievance settlement. On the other hand, Stokes-Wilson found no fault with the Local Union's decision to settle Grievance FD-1 when its efforts to include all the grievants in the settlement failed. Stokes-Wilson referred to the PRB's decision in a similar case holding that the exclusion of retired members from a grievance settlement was rational. She quoted the following passage from *Webb et al. v. International Union, UAW*, PRB Case No. 1684 (February 19, 2013):

“...Appellants' retirement deprived them of the benefit of the settlement achieved by President Donaldson, but it is not uncommon or improper for the union to agree to a settlement limited to active employees. There was no contractual basis for pursuing the two months of compensation sought by appellants, so that the International Union's decision not to pursue this claim was rational.”⁴⁹

Stokes-Wilson stated that because the appellants were no longer employees of Zeledyne when Grievance FD-1 was settled, there was no remedy available for them and no Constitutional basis for an appeal. Stokes-Wilson dismissed the appeal based on her conclusion that the appellants lacked standing to raise it.

The IEB adopted Stokes-Wilson's report as its decision and notified the appellants on July 26, 2013.⁵⁰ Steven Fisher submitted an appeal to the PRB as spokesperson for the appellants on August 12, 2013.⁵¹

ARGUMENT

A. Steven Fisher behalf of appellants:

I worked at the glass plant for 35 years. It was all I wanted to do. I did not quit them until they quit me. I had been working for Zeledyne for approximately two years when they posted the WARN notice saying that they were going to close down. They did exactly that. During this period, all of the officers at Local Union 1895 advised the members that they could and should look for other employment. They promised us that we would still be part of the settlement if we took a job somewhere else. They did not say they would try or that they hoped we would be; they said we would be. By the time the settlement of Grievance FD-1 was presented to the membership, there were less than 15 people actively working in the plant. All of the other Zeledyne employees had been laid off.

The settlement reached by the union was brought to a vote. I have never heard of a grievance settlement being voted on. If the grievance was to be voted on, all of the

⁴⁹ Record, p. 90.

⁵⁰ Record, p. 79.

⁵¹ Record, p. 91.

original grievants should have been permitted to participate in the vote on the settlement. No notice of this vote was given to the membership. I learned about it in an email from another member. There was no time for the excluded grievants to argue their case or take a stand. It was improper to allow the people covered by the settlement to vote on excluding grievants who were not even notified of the vote.

We were among the original grievants. The grievance demanded a monetary settlement for the company's failure to fulfill its contract. It is not uncommon to provide that employees who sever their employment will be included in a monetary settlement for breach of contract where those employees suffered a loss as a result. I gained nothing by Zeledyne closing or my leaving. I am owed the compensation that was awarded to all who were on the grievance.

We are at a loss to understand why we are now fighting our union for something they should have fought for on our behalf. Nevertheless, we have followed the Constitution to the letter. President King's Administrative Assistant told us that the PRB has no jurisdiction in this matter. I do not believe she has the authority to make that determination. I believe the PRB does have jurisdiction to consider this appeal under the UAW Constitution.

B. International Union, UAW:

All appellants voluntarily chose to sever their employment with Zeledyne long before the resolution of the grievance at issue here. In a recent decision, the PRB observed that it is not uncommon or improper for the Union to limit a grievance settlement to active employees. *Webb et al. v. International Union*, PRB Case No. 1684 (2013), at 18. Consistent with that ruling, the IEB denied appellants' appeal.

Based on this record, the IEB correctly determined that the appellants did not have standing to bring this appeal because they were no longer employees of Zeledyne or members of Local Union 1895. The Union had a reasonable basis when it obtained a settlement limited to employees still on active or layoff status at Zeledyne. The decision was not devoid of a rational basis. Based on these determinations, the IEB properly denied appellants' appeal.

DISCUSSION

Article 33, §1, of the UAW Constitution by its own terms defines what may be appealed.⁵² Although the appellate procedures described in Article 33 of the Constitution are for UAW members, this section considers the subject matter of an appeal not the appellant's standing to raise it. A determination of standing cannot be

⁵² The section states:

"WHAT MAY BE APPEALED. Any subordinate body or member thereof shall have the right under this Article to appeal any action, decision, or penalty by any of the following, unless otherwise provided; ..."

established in advance by Constitutional declaration because standing will depend on the specific circumstances of the case and the nature of the appellant's interest and stake in the outcome. Administrative Assistant Stokes-Wilson recognized this in her report to the IEB when she observed that an appeal may be perfected by a former member or a non-member in certain circumstances. She distinguished the appellants' situation by stressing the voluntary nature of their severance from Zeledyne.

We can understand appellants' objection to the International Union's claim that they voluntarily severed their connection with the community of employees at the Tulsa Glass plant. Most of these appellants had been employed at this plant for many years and there was nothing voluntary about their loss of that employment. The plant was closing. The officers of Local Union 1895 wisely advised appellants to find other employment and they were fortunate enough to have done so. Appellant Fisher reports that there were less than 15 people still actively employed at the glass plant when the proposed grievance settlement was voted on by the membership of Local 1895. That means that there were still in excess of 200 people on layoff status. It is fortunate that these appellants found alternate sources of income, but that fact alone should not be construed as a relinquishment of any rights accruing to their employment at the glass factory.

We understand that the union emphasized the voluntary nature of appellants' separation from Zeledyne to indicate that they had not been discharged. Clearly a discharged employee on whose behalf a grievance has been filed has standing to appeal the resolution of that grievance regardless of his or her membership status at the time the appeal is filed. An employee's standing to appeal the disposition of a disciplinary grievance arises from the collective bargaining agreement and the union's general obligations as the exclusive bargaining representative.

Similarly, although appellants' departures from Zeledyne may be characterized as voluntary, we do not believe that has any bearing on their standing to appeal the resolution of a grievance asserting rights that accrued to them pursuant to the collective bargaining agreement between Local 1895 and Zeledyne.⁵³ The question here is not one of standing, but what is being appealed. A member has an interest in any grievance filed on his or her behalf. Grievance FD-1 specifically states that it is being filed on behalf of each bargaining unit employee on the Zeledyne rolls as of January 27, 2010. Appellants are members of that group. Consequently, to the extent that Grievance FD-1 is asserting claims arising out the collective bargaining agreement between UAW Local Union 1895 and Zeledyne, appellants have standing to appeal the settlement of that grievance. Notably, the union raised no objection to the standing of

⁵³ We often receive appeals from former members whose separation from employment has been deemed voluntary because they failed to return to work after being instructed to do so. Some recent examples are: *Marsha Deliso v. UAW International President*, PRB Case No. 1578, 13 PRB 648 (2008), *Fred Frigo v. Region 2B*, PRB Case No. 1650 (2010), and *Terry L. Lymon v. Local Union 2209*, PRB Case No. 1683, (2012)

the appellants in *Webb, supra*, to challenge their exclusion from the terms of a grievance settlement reached after they retired.

Grievance FD-1 seeks to enforce the terms of a letter referred to by the parties as the viability letter dated April 14, 2008. The record forwarded to us by the International Union does not contain a letter of that description. We will assume, however, that it was the same as the January 10, 2008 letter from Robert Price to then Vice President and Ford Department Director Bob King that was provided by the appellants. No one has suggested that the April letter altered the terms of the commitments made in January. These letters may reflect Robert Price's high hopes for the glass factory or perhaps an excessive confidence in his own managerial skills, but nothing stated in these letters could be construed as creating enforceable obligations. In other words, the union was not in a position to negotiate a settlement of Grievance FD-1 based on the prospect that an arbitrator would order Robert Price to invest \$100 million in Zeledyne or compensate its employees for his failure to continue the plant in operation until December 15, 2015. Grievance FD-1 expressed the union's understandable disappointment with Robert Price's failure to live up to his promises, but those promises did not rise to the level of enforceable contractual obligations that would have provided the union with any bargaining power.

Now that the record contains the actual Grievance Settlement and Plant Closing Agreement signed on July 9, 2012, it is apparent that this is not compensation for any liabilities related to the viability letters, but simply a plant closing agreement. The Union was able to secure these benefits because of its bargaining relationship with Ford Motor Company, which had previously employed some of Zeledyne's employees. Ford Motor Company clearly provided the hiring opportunities and probably some of the financing for the lump sum payments. Although the union presented the terms of the closing agreement as a grievance settlement, the membership's vote to approve the terms was largely a formality. This was not a local grievance settlement but an arrangement negotiated by the National Parties to assist those members who became unemployed as a result of Zeledyne's decision to close the glass plant. There was no real option to reject these terms.

Appellants were excluded from the vote on the plant closure agreement because they were no longer employed at the plant. As the International Union has asserted, appellants were no longer part of the community that this closing agreement was negotiated to cover. Appellants did not need a bridge to support them until they could secure other employment; they had already found other employment. Under the circumstances, it was not irrational for the union to restrict distribution of limited settlement dollars to people who were still actively employed by Zeledyne.

The appeal is denied.