

STEVE NIEMAN, President
The OWNERSHIP UNION
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1 Aug. 28, 2007

(doc 2.____)

2
3 Arbitrator Jack Clarke
4 c/o Charlene A. Chase, Case Manager
5 American Arbitration Association
6 27777 Franklin Road, Suite 1150
7 Southfield, MI 48034
8

9 Re: American Arbitration Association ("AAA") 70 673 00424 04
10 Steve Nieman v IBT Local 747 ("L747")

11
12 Attachment: EXHIBIT G

13
14 Via email to Chasec@adr.org and fax to AAA (248) 352-3147
15

16 Dear Ms. Chase and Arbitrator Clarke:

17 I am in receipt of AAA's most recent fax dated Aug. 24, 2007. I received a copy of
18 Mr. Flynn's mailed Aug. 17, 2007 letter on Aug. 23. At this late date before the early
19 Sept. deadline for a decision from Arbitrator Clarke, you'd think officials of L747
20 would have ensured a more timely method of delivery of their latest objections (like
21 a fax or email).

22 L747 officials assert all kinds of technical-ground problems with my brief — I
23 say trying to be reasonable trumps a narrow interpretation of procedures. While
24 this is not a courtroom, I would assert that the arbitrator, like a judge, has the
25 authority and expertise to determine what is or is not to be considered acceptable
26 for his consideration. I assert that the arbitrator is not a jury of laypeople who must
27 be protected from hearing certain testimony. Prior to the day of his final judgment,
28 I assert that the arbitrator is competent to review all the documents and any
29 material related to the arbitration that has occurred.

30 The courts have supported arbitration because it's supposed to be easier, less
31 costly and more *flexible*. I understand AAA rules to allow wide discretion by the
32 arbitrator. I have a two foot high stack of documents on my desk dealing with these
33 arbitrations that have lasted almost five years, and now L747 officials claims this

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34 final brief can only cover what happened at the May 30, 2007 hearing? I oppose any
35 such contention.

36 Officials of L747 commits all the hubris and arrogance of an institution in an
37 unaccountable position of power: They argue I have no right to object; if I object,
38 they claim it's frivolous; and they would deny the arbitrator and myself reasonable
39 and necessary access to information that would either support L747's claims of
40 what are the germane and non-germane expenses, or reveal that those claims are in
41 need of recalculation.

42 I've attached as EXHIBIT G my latest annual L747 pay-up-or-be-fired letter,
43 which comes around July of every year. L747 says I owe \$455.37 through the end of
44 July. I say I'm paid up, because they haven't yet accounted that I took an unpaid
45 leave-of-absence from Horizon early in the summer. Per the collective bargaining
46 contract, I assert that I'm not obligated to pay L747 service fees during this period.
47 I have no idea whether L747 will push to get me fired this time around over this
48 discrepancy (they've done it on numerous other occasions before). I'll find out soon
49 enough, I guess.

50 L747 officials' process of informing me and other dues objectors about our
51 indebtedness to the union seems to me to be rather arbitrary. At the May 30, 2007
52 hearing, Ms. Karen Cox mentioned and implied in her testimony that L747 had
53 members who were paying off on installment plans the "back dues" from 2000 and
54 forward to the present time.

55 It appears reasonable to me that L747 would follow the existing rules which
56 require equal treatment under the law. It is unlawful for the union to allow some
57 members/non-members in arrears of paying dues and/or fees more time to repair
58 their obligation, and then selectively impose a drastically shorter punishing time
59 frame for other individuals.

60 My reading of the rules is that if a union provides one individual five years to
61 pay off their debt of dues and/or fees, the union cannot then turn around and
62 endeavor to create an abusive separate standard for others.

63 I assert that the rules forbid the union to follow a double standard when it
64 comes to dues and/or fees arrears payment or repayment plans. Yet, I can find no
65 other way to comprehend the actions of L747 than this is exactly what it has done
66 and continues to do. I assert that this behavior of L747 is another example in its
67 pattern of animosity, retaliatory attitude, foot dragging and attempting to cast
68 every procedure it uses in stone so as to not be held to any reasonable standard of
69 accountability.

70 This is just more evidence of how this whole germane/non-germane procedure
71 is not only unworkable, it's unjust: without the right to legitimately challenge
72 access to their books and records, my income for myself and my family is
73 constantly threatened by a third party that somehow claims it has all power over
74 me and my job. Lacking access to their accounting records, they can attempt to fire
75 me whenever the urge pleases them.

76 In essence this creates a Catch-22 for all dues objectors/fee payers. I can only
77 challenge if I'm specific, but I cannot ever see the evidence on which only the union,
78 in its majesty and omnipotence, permits me to ever see to use in specifying the
79 details I need to make my case.

80 In L747's reality zone of twisted logic, if they wanted to charge fee payers 10%
81 more than regular union members — it would be perfectly within their right to do
82 so. And who would ever know? For on L747's planet, the courts ruling in Hudson
83 was absolutely clear: The union has no burden to present all the necessary data,
84 and it has no duty to submit to an "*independent audit*," and can rely on its long term
85 accounting firm as L747's only source for rubberstamping definitions of germane
86 and nongermane expenses.

87 ***I Assert the Bulk of All Dues/Fees L747 Collects (around 79%) Are***
88 ***Used For Political Purposes!***¹

89 When the government steps in and makes a law such as the Railway Labor Act
90 ("RLA"), and its amendments to force a closed "agency" shop, any union which
91 *chooses to claim* (it is a choice not a requirement under RLA) the protections of the
92 "agency shop" to force members and objecting workers to pay dues and service fees
93 — this choice automatically transfigures the union forever. It becomes a pseudo
94 union which has a 79% "political" function for all money it collects or spends.

95 The law dictates in great detail the structure of every RLA
96 "representation/negotiation/bargaining/resolution process." All anyone needs to do
97 to understand this truth is to read the structure and the process of RLA, which in its
98 final step dictates a "forced" settlement which is determined solely by a vote of the
99 U.S. Congress to impose a contract perfected by the political appointees of a
100 Presidential Emergency Board.

101 When achieving the status of a closed agency shop protection under the RLA,
102 neither the union nor the company have any genuine power to negotiate or bargain.
103 No change can be legally effectuated within the RLA system by the unions or
104 companies. The only action, and thus the prime function and expense for such a
105 pseudo union, is to endeavor via the political process to influence the political
106 professionals in Washington D.C. to preserve advantages for labor and reduce any
107 advantage of management. Management's role carbon copies these actions.

108 By enacting the RLA as amended, Congress made the relationship between
109 companies and unions into new kinds of creatures in the area of labor relations.
110 The RLA essentially says no more strikes and no more lockouts. Corporations were
111 no longer forced to hire only union members, the unions were granted the agency
112 shop as compensation, and the people via "the government" will impose a political
113 solution if the union and the company fail to reach a contract, i.e. "Help us to
114 understand your needs, please!"

¹ See *Communications Workers v. Beck*, 487 U.S. 735 (1988)

115 Thus, once a union chooses and achieves the protected status under the RLA,
116 and asserts the protection of the closed agency shop advantage, the pseudo union
117 from that point forward ceases to have the vast majority of expenses of a normal
118 union. Such a pseudo union has no more need to service even the barest essentials
119 to assure the loyalty of its members.

120 In fact, its worker-forced-members are locked into a system which has only
121 three ways out: Become a dues objector-fee payer (and according to L747) with no
122 right to demand disclosure of what is being done with the fees that they are forced
123 to pay or face job loss (and for certain suffer the attached societal costs); quit their
124 employment; or become a silent dues paying union member.

125 It should come as no surprise that the third option is the most widespread; it is
126 the most common of all choices made by the majority of every group of human
127 beings when faced with a system that has (or appears to have) the power to punish
128 dissent, and in which there is no defense mechanism to bring about effective
129 change. You survive only by "getting along by going along." The truth of this can
130 be seen in the prime function on which this very RLA federal statute makes boldly
131 public: "Work now! Grieve later!" As well as "Pay fees now! Arbitrate later!"

132 The violence to individual rights of the RLA law is not hidden; its violence is
133 plainly stated in its introduction. The nation can not afford the cost of labor unrest
134 or violence in these industries. The importance and value of interstate
135 transportation is so superior to any combination of individual citizen workers,
136 unions and corporations that all such "covered" workers, unions and corporations
137 must forfeit all other claims and abide by the system created by the RLA.

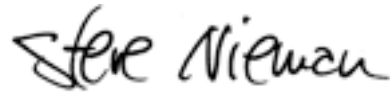
138 Thus every union which chooses to establish itself as a "covered RLA union"
139 becomes a changed creature whose primary function is to engage in the political
140 process. Such a union's only function is to preserve its entitlement to a closed
141 agency shop, which can only be accomplished by diving head first, body and soul,
142 hook line and sinker, all chips in — to a total commitment to supporting those
143 political entities which will protect the union.

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144 Thus does IBT L747 lose all right to claim as germane any expense above 21%.

145 Again, I pray for relief.

146 Sincerely,



147
148 Email cc: Mr. Patrick Flynn
149