

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

APPEAL OF:

GEORGE E. ESTRADA, Member
LOCAL UNION 1853, UAW
(Spring Hill, Tennessee),

Appellant

-vs-

CASE NO. 1659

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

Appellee.

DECISION

(Issued April 13, 2011)

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

George Estrada argues that provisions of the UAW-GM National Agreement do not support the establishment of his date-of-entry in the Machine Repair classification at GM's Spring Hill Assembly Plant as October 6, 1986.

FACTS

George Estrada works at General Motors Manufacturing Plant in Spring Hill, Tennessee, in a bargaining unit represented by UAW Local Union 1853. He is assigned to the Machine Repair classification. On November 6, 2008, Estrada filed an appeal to the International Executive Board (IEB) with International President Ron Gettelfinger protesting the adjustment of his skilled trades date-of-entry in the Machine Repair classification from February 13, 1978 to October 6, 1986.¹ In his letter to President Gettelfinger, Estrada reported that Local 1853 Skilled Trades Committeeperson John Stanbury had informed him that the adjustment to his date-of-entry was based on

¹ Record, pp. 4-5.

Document 20 of the 2007 UAW-GM National Agreement. Estrada wrote that Stanbury had given him a copy of Document 20 with the following sentence highlighted:

“Such apprentices will establish a new date-of-entry into the trade at the secondary plant.”²

According to Estrada, Stanbury stated that Apprentice Committee Coordinator Mark Kelly had determined that Estrada’s skilled trades date-of-entry should reflect his date-of-entry into the Millwright apprenticeship program at GM’s Shreveport Assembly Plant in Shreveport, Louisiana, based on this language in Document 20.

Estrada had entered an apprenticeship program in the Millwright classification at the GM Foundry in Saginaw, Michigan, on February 13, 1978. He completed approximately three and a half years of the program at the Saginaw plant but was then laid off for two and half years.³ On April 9, 1984, Estrada was hired as a production worker at the Shreveport Assembly Plant. On October 6, 1986, he entered an apprenticeship program in the Millwright classification at the Shreveport Plant. On September 14, 1987, Estrada completed his apprenticeship in the Millwright classification and became a journeyman Millwright. He was subsequently reduced to a non-skilled position at Shreveport. Saturn Corporation in Spring Hill, Tennessee hired Estrada into the Machine Repair classification on October 1, 1989.⁴ Saturn treated Machine Repair and Millwright as the same classification.⁵

In his appeal to the IEB, Estrada argued that the language relied on to change his skilled trades date-of-entry was added to Document 20 in 2003, seventeen years after he entered the program at Shreveport. Estrada noted that Document 20 in the 2007 UAW-GM National Agreement specifically states that its provisions will not be the basis for any claims for back wages or any form of retroactive adjustment. Estrada maintained that under the contract provisions applicable in 1986, he should have been granted a leave of absence from his home plant when he entered the apprenticeship program at Shreveport, thus retaining his original entry date of February 13, 1978. In support of this argument, Estrada referred to Paragraph (113a) of the UAW-GM National Agreement, which provides as follows:

“Employees with seniority selected for apprentice training at a General Motors plant other than the plant in which they are currently working may make application for a leave of absence for the time they are in apprentice training. Seniority shall accumulate at the plant granting the leave except as otherwise provided in Paragraph (111)(c) during the time they are in

² Record, p. 5.

³ Record, p. 28.

⁴ Record, pp. 74-75.

⁵ Record, p. 85.

the apprentice training program and shall be broken at that plant upon placement as a journeyman/woman in the plant where they have completed their apprentice training program.”⁶

UAW-General Motors Department Skilled Trades Coordinator Mark Kelly prepared a report to President Gettelfinger in response to Estrada’s appeal on November 20, 2009.⁷ Kelly stated that Document 20 of the UAW-GM National Agreement had no application to Estrada’s situation. Kelly explained that Document 20 was negotiated to provide preferential hiring rights to apprentices from closed plants or discontinued programs at other GM locations. The language about date-of-entry seniority was added to Document 20 in 2003 to clarify issues that had come up regarding the seniority of apprentices who had transferred under this provision.

Kelly reported that the adjustment to Estrada’s skilled trades date-of-entry was made pursuant to an agreement to modify certain provisions of the 2007 National Agreement. Kelly observed that employees who transferred to Saturn Corporation from other GM locations had broken their seniority with GM for all purposes and had established new seniority dates under the terms of the collective bargaining agreement between the UAW and Saturn. He explained that with the GM Saturn Plant at Spring Hill scheduled to close, the corporate seniority and transfer rights of bargaining unit employees at the Spring Hill plant became a serious issue and the parties agreed to restore corporate seniority and Appendix A transfer rights to these employees. He reported that he reviewed all of the skilled trades entry dates at the Spring Hill location in response to a request from the National Parties after the amendments to the 2007 National Agreement were adopted. Kelly wrote:

“A seniority list comprising of each trades person estimated date-of-entry was sent up to the National Skilled Trades and Apprentice Committee for review, along with any supporting documentation. This was only an estimate. In determining each employee’s time, the applicable provisions of the National Agreement were applied and hundreds were reviewed; most were adjusted.”⁸

Kelly reported that in Estrada’s case the record established that he had entered the Millwright trade as an apprentice in Saginaw, but that he was laid off before he completed the program so that he never established a date-of-entry in the Millwright trade at Saginaw. Estrada entered the Millwright trade at Shreveport on October 6, 1986, and completed his training on September 14, 1987. According to Kelly, Estrada should have been assigned October 6, 1986, as his date-of-entry into the Millwright trade when he completed the program at Shreveport. The fact that he was given credit for the time he spent in the apprentice program at Saginaw towards completion of the

⁶ Record, p. 9.

⁷ Record, pp. 13-22.

⁸ Record, p. 13.

program at Shreveport should not have affected his skilled trades date-of-entry. Kelly wrote:

“On 9/4/84, he was hired into the Shreveport Assembly Plant as production and on 10/6/86 was transferred to their apprenticeship program in the Millwright trade. He completed his training on 9/14/87. While as an apprentice at Shreveport, he was granted previous experience per Para 132 due to his time in the program at Saginaw, and was allowed to graduate earlier than he would have otherwise been able to. However, the credit of previous experience had no implications to his seniority or date-of-entry in any way.”⁹

Kelly pointed out that the National Parties negotiated language in 1984 to determine the corporate seniority and skilled trades dates-of-entry for laid off GM employees who transfer to another plant. A skilled trades employee with a date-of-entry prior to January 7, 1985, who transferred to another plant was assigned January 7, 1985, as a skilled trades date-of-entry at the new plant. The agreement negotiated in 1984 specifically excluded laid-off apprentices from its coverage. Paragraph 2 of Appendix D-1 to the 1984 National Agreement states as follows:

“The above provisions are not applicable to laid-off apprentices who are employed in the apprentice program in another plant.”¹⁰

Based on this language, Kelly concluded that Estrada would have established a new date-of-entry when he entered the apprenticeship program at Shreveport.

President Gettelfinger responded to Estrada’s appeal on December 3, 2009. Gettelfinger informed Estrada that there was no indication that the establishment of his skilled trades date-of-entry violated any provision of the National Agreement. Gettelfinger’s letter states:

“The language is clear and according to Mark Kelly, Coordinator of Skilled Trades of the UAW General Motors Department who oversaw the negotiations that established the initial contractual language in 2003, the application is consistent with the intent of the parties when the agreement was developed.

There is no indication that the language has been applied in any other manner than it was intended to be, therefore, your appeal cannot be

⁹ Record, pp. 13-14.

¹⁰ Record, p. 15. Appendix D-1 of the 1984 UAW-GM National Agreement is now part of Appendix A to the 2007 National Agreement.

considered. You have provided no evidence that any Constitutional or contractual breach has taken place.”¹¹

President Gettelfinger initially concluded that Article 33, §2(b), of the International Constitution precluded further review of Estrada’s appeal by the IEB.¹² Estrada responded to President Gettelfinger that he still did not understand what provision of the collective bargaining agreement was being applied to adjust his seniority.

On April 16, 2010, Estrada received a layoff notice from General Motors. He wrote on the notice that he would not have been laid off if he had his correct skilled trades entry date of February 13, 1978.¹³ Estrada sent an email to the Public Review Board (PRB) on April 29, 2010, asking how he could have the decision regarding his date-of-entry reviewed.¹⁴ President Gettelfinger’s staff reviewed Estrada’s correspondence at this point and determined that Article 33, §2(b), did not apply to his appeal.¹⁵ Estrada’s appeal was referred to the IEB on August 18, 2010.

President Bob King’s staff determined that a hearing was unnecessary on Estrada’s appeal. Acting on King’s behalf, Administrative Assistant Eunice Stokes-Wilson prepared a report to the IEB on Estrada’s appeal based on information provided by the appellant, the UAW-GM Department, and UAW Local Union 1853. Stokes-Wilson observed that Estrada’s date-of-entry was adjusted as part of an overall review of corporate seniority dates at the Spring Hill plant. Referring to Coordinator Mark Kelly’s letter of November 20, 2009, Stokes-Wilson’s report states:

“With the closing of the Spring Hill plant, and as a result of the new collective bargaining agreement, the application of Appendix A of the agreement, which included corporate seniority, made it necessary for a comprehensive review of each individual skilled tradesperson’s date-of-entry. The review was completed jointly by the Union and the Company. Hundreds of cases were reviewed and most were adjusted.”¹⁶

¹¹Record, pp. 23-24.

¹² Article 33, §2(b), of the UAW Constitution imposes limitation on certain types of appeals. The limitation applied to Estrada’s appeal states as follows:

“For an interpretation of a collective bargaining agreement by a National Department or Regional Director, where the interpretation is so obviously correct that no purpose will be served by an appeal, and where it is consistent with other provisions of this Constitution and International Union policy, the appeal shall be directly to the International President. There shall be no further appeal from that decision.”

¹³ Record, p. 33.

¹⁴ Record, pp. 39-40.

¹⁵ Record, p. 52.

¹⁶ Record, pp. 75-76.

Stokes-Wilson ruled that Estrada had not raised any material issues of fact or established that the decision by the UAW-GM was improperly motivated. She concluded that the determination of Estrada's skilled trades date-of-entry did not lack a rational basis and she denied his appeal.¹⁷ The IEB adopted Stokes-Wilson's report as its decision on October 8, 2010.¹⁸ On November 24, 2010, Estrada notified the President's office that he wished to appeal the IEB's decision to the PRB.¹⁹

ARGUMENT

A. Attorney Ellis Boal on behalf of George Estrada:

This appeal seeks to establish George Estrada's date-of-entry into the Millwright trade as February 13, 1978, the day he was indentured as a Millwright at GM's Saginaw facility, and to secure back pay if appropriate. The trigger for this appeal was a verbal communication from a local union representative on October 26, 2009, informing Estrada that his skilled trades date-of-entry had been adjusted from February 13, 1978 to October 6, 1986. The latter date was the day Estrada resumed his apprenticeship training at GM's Shreveport plant.

Although Estrada does not remember receiving any official notification from Saturn Corporation regarding his skilled trades date-of-entry when he was hired on October 1, 1989, he always understood that his date-of-entry was February 13, 1978. The seniority lists posted at the Spring Hill plant showed February 13, 1978, as Estrada's skilled trades date-of-entry. These postings include his VIP Report of Saturn applications dated May 8, 1990.²⁰ A Spring Hill Skilled Date-of-Entry list dated February 23, 2009, shows Estrada's skilled trades entry date as an apprentice in the Millwright trade at Saginaw as February 13, 1978, and for Machine Repair at Spring Hill as October 1, 1989.²¹ A Machine Repair seniority list printed on October 21, 2009, shows Estrada's Saturn start date as October 1, 1989, and his Machine Repair skilled trades seniority date as February 13, 1978.²² Estrada's date-of-entry in the Millwright/Machine Repair classification went unchallenged for 20 years at the Spring Hill plant. Prior to October 25, 2010, none of the records at Spring Hill listed October 6, 1986 as Estrada's skilled trades date-of-entry.²³

Eventually, the parties folded the Saturn plant back into General Motors. On May 16, 2009, the parties adopted a memorandum providing that all current Spring Hill

¹⁷ Record, p. 77.

¹⁸ Record, p. 58.

¹⁹ Record, p. 79.

²⁰ Record, p. 96.

²¹ Record, p. 98.

²² Record, p. 100.

²³ Record, p. 102.

employees would have their date-of-entry established pursuant to Appendix A of the 2007 National Agreement. Five months later, Estrada's date-of-entry into the Millwright trade was adjusted forward 8 years. When the local skilled trades committee person informed Estrada about the adjustment to his skilled trades date-of-entry, he said it was because of Document 20. Estrada sought confirmation from the company that Document 20 was the basis for the decision to adjust his seniority and two GM labor representatives, Tom Ireland and Dan Koenn, agreed that Document 20 was the basis for the adjustment. After Estrada appealed to the IEB, the matter was referred to Coordinator Mark Kelly.

In his response to Estrada's appeal, Kelly reported that a comprehensive review of all skilled trades employees' dates-of-entry was conducted after the parties agreed to modify the 2007 National Agreement. Kelly claimed that hundreds of skilled trades records were reviewed and that most employees received an adjustment. Kelly maintained that Document 20 was not the basis for the adjustment to Estrada's date-of-entry. Instead, Kelly referred to an agreement reached in 1984 to establish corporate seniority dates for all of GM's employees under Appendix D-1. He emphasized language in Appendix D-1 that precluded application of its provisions to laid-off apprentices who are employed in an apprentice program in another plant. Kelly concluded that this exclusion in Appendix D-1 prevented Estrada from bringing his date-of-entry in the Millwright trade from Saginaw to Shreveport.

After Estrada made several fruitless attempts to obtain an explanation of the contractual basis for the adjustment to his date-of-entry, his appeal was finally referred to the IEB. This appeal arises because of the confusion among company and union officials as to the applicability of Document 20 and Appendix A to Estrada's situation. All the parties involved, except Coordinator Kelly, have insisted that the adjustment was made pursuant to Document 20. Yet, Document 20 by its own terms states that it will not provide the basis for any retroactive adjustments. Kelly said it was not Document 20. The report to the IEB acknowledged this conflict, but the President's staff held no hearing and made no effort to resolve the issue.

The controlling language is actually found in Paragraph (136) of the National Agreement. That Paragraph states as follows:

“Employees transferred to an apprentice classification shall have a date-of-entry in the non-interchangeable occupational group to which they are transferred and will continue to accumulate seniority in the seniority group from which they were transferred.”

Estrada entered the Millwright/Machine Repair non-interchangeable occupational group on February 13, 1978. A member's entry into a skilled classification is the date that he begins to acquire prized and coveted skills. It is a physical, observable fact, intuitively resistant to manipulation after the fact. In the confusion surrounding Estrada's appeal, Paragraph (136) of the National Agreement has been ignored. It says in the clearest

possible terms that Estrada's date-of-entry into the trade was 1978, the year he started learning it.

In order to clear up the confusion concerning the basis for the union's calculation of Estrada's date-of-entry in the Machine Repair classification at Spring Hill, we need to obtain testimony from the people who conducted the review and the original documents used to support the decision. If these documents made no reference to Appendix A, then the adjustment cannot be based on Appendix A. Coordinator Kelly said that Estrada's records were incomplete. Estrada does not know what Kelly is referring to with this statement. There is nothing in the record about the process described by Kelly where hundreds of skilled trades employees' dates-of-entry were reviewed. The IEB's denial of Estrada's appeal relies on the fact that he failed to achieve journeyman status at Saginaw. This we can concede, but it hardly matters because Shreveport appears to have assigned him February 13, 1978, as a date-of-entry when he entered the Millwright trade there and Spring Hill definitely assigned him February 13, 1978, as a skilled trades date-of-entry, and the assignment went unchallenged for 20 years.

As a result of the adjustment to his date-of-entry, Estrada was denied overtime in December 2009. He was laid off on April 16, 2010. In May, he was called back to production work. In October 2010, he returned to his trade where he is today. In 2009 and 2010, Estrada estimates that he lost gross wages amounting to approximately \$60,000 from the adjustment to his skilled trades date-of-entry. To calculate the figure exactly, he would need more information from Local Union 1853.

B. International Union, UAW:

On May 16, 2009, the National Parties adopted a Memorandum of Understanding to modify certain provisions of the 2007 UAW-GM National Agreement. The Memorandum of Understanding provided that UAW represented employees at Saturn would have their plant seniority dates and skilled trades date-of-entry established pursuant to the terms of Appendix A as if the employees had never broken seniority when transferring from GM to Saturn.

The applicable section of Appendix A is Article VII (Formerly Appendix D-1) which addressed the application of corporate seniority. Article VII, Paragraph C, specifically provides that laid-off apprentices do not carry date-of-entry into the apprenticeship program when they become enrolled in an apprenticeship program at another plant. When appellant was hired at Shreveport, he was a laid-off apprentice. Therefore, he did not carry unbroken date-of-entry seniority from Saginaw to Shreveport. Appellant was not hired at Shreveport pursuant to Paragraph (113a), because he was not selected for apprenticeship training at Shreveport while he was working at Saginaw. In fact, Shreveport did not have an apprenticeship program at the time that appellant was hired into production there. Thus, appellant's original date-of-entry from Saginaw was lost and had to be re-established when he later transferred from production into the apprenticeship program at Shreveport.

Appellant's date-of-entry into the skilled trades program was established, lost, and then re-established pursuant to the agreements that were in effect at the time of his entry into apprenticeship programs at Saginaw and Shreveport in 1978 and 1986. When appellant transferred from production to the apprenticeship program at Shreveport in 1986, his date-of-entry was established pursuant to Paragraph (136) of the 1984 National Agreement. The date he entered the Millwright classification at Shreveport was October 6, 1986. That is the basis for the date-of-entry assigned to him in 2009. Document 20 has no application to appellant's date-of-entry determination.

Appellant argues that the adjustment to his date-of-entry was unjust because he carried the February 13, 1978 date-of-entry for twenty years. That is not so. Appellant was not a General Motors seniority employee during his employment at Saturn. It was not until 2009, when the parties agreed to grant corporate seniority and date-of-entry seniority to former Saturn employees, that appellant established a GM skilled trades date-of-entry. The determination of appellant's date-of-entry was made promptly in compliance with the terms of the agreements entered into between the parties. Appellant's skilled trades date-of-entry of October 6, 1986 is correct under the UAW-GM National Agreement. In addition, the determination of appellant's date-of-entry was not influenced by fraud, discrimination, or collusion with management.

C. Rebuttal by Attorney Ellis Boal on behalf of George Estrada:

In his response to Estrada's appeal, International President Bob King finally acknowledges that Estrada's date-of-entry was established pursuant to Paragraph (136) of the 1984 UAW-GM National Agreement, rather than Appendix A. President King interprets the phrase "non-interchangeable occupational group" to refer to the apprenticeship program at Shreveport. There is nothing in the phrase, however, that limits it to a particular plant. In Estrada's case, the phrase more naturally refers to the Millwright trade generally. Estrada entered the Millwright trade in 1978. He subsequently transferred out and returned, but he started learning his trade in 1978.

Most of the representatives who responded to Estrada's questions about the adjustment to his skilled trades date-of-entry referred to Document 20. President King's belated invocation of a rationale based on Paragraph (136) calls for an examination of Estrada's work records and the documents relied on to make the October 2009 adjustment. If, as Estrada suspects, the documents refer only to Document 20, then you can affirm the IEB's conclusion solely on the basis of Document 20. The PRB has gone back and forth on the issue of affirming a decision on grounds other than those the union relied on. When the stated basis for the union's decision is clearly indefensible, however, the better practice is to remand the case for further consideration by bodies unfettered by the PRB's jurisdictional limitations.

This case should be remanded to the IEB for a thorough review of Estrada's work history under the appropriate provisions of the UAW-GM National Agreement. In the meantime, Estrada's 1978 date-of-entry should be reinstated.

DISCUSSION

Estrada's original appeal to the IEB does not mention the extraordinary context of the decision to adjust his skilled trades date-of-entry. On May 17, 2009, the UAW and GM agreed to a series of modifications to the 2007 UAW-GM National Agreement as part of a plan to prevent the collapse of General Motors.²⁴ The plan included the elimination of sixteen GM plants in the United States, including GM's Saturn Plant in Spring Hill, Tennessee. In light of the proposal to eliminate the Saturn Plant, the parties entered into a Memorandum of Understanding regarding the application of corporate seniority for current and former Saturn employees. The Memorandum provides that all current and former Saturn production or skilled trades employees will have their plant seniority date or date-of-entry established pursuant to Appendix A as if they had never broken seniority when transferring between General Motors and the former Saturn Corporation.²⁵ Although there is nothing in this record about the process used to determine the seniority dates and dates-of-entry of the affected employees, there can be no question that it was a complex and challenging task. The determination of the restored GM seniority dates required a detailed review of each employee's plant history and an analysis of the way the UAW-GM National Agreement applied to significant events. The restoration of GM seniority and skilled trades dates-of-entry for former Saturn employees could not be accomplished by any mechanical application of contract provisions because prior to the 2009 Memorandum of Understanding, the UAW-GM National Agreement did not permit such restoration under any circumstances.

Saturn Corporation was incorporated in 1985 as a wholly-owned subsidiary of GM. When hiring its initial workforce, Saturn agreed to give current and former UAW-GM employees preferential consideration. Saturn insisted, however, that former GM employees sever their ties with GM when accepting employment at Saturn. GM employees who wished to accept employment at Saturn were required to sign a form terminating their employment at General Motors. When Estrada joined Saturn on October 1, 1989, he terminated his employment with General Motors Corporation and relinquished his date-of-entry in any GM skilled trades classification. In 2003, the parties agreed to bring Saturn employees back under the UAW-GM National Agreement as employees of General Motors Corporation. This agreement raised an issue regarding how Appendix A would be applied to former Saturn employees who wished to transfer to other GM plants. The parties ultimately concluded that former Saturn employees would be assigned their hire date at Saturn as their GM seniority date and skilled trades date-of-entry.²⁶ Estrada's initial appeal to President Gettelfinger suggests that the decision to assign him October 6, 1986 as a date-of-entry into the Machine

²⁴ 2009 Modifications to the 2007-GM Agreement and Addendum to the VEBA.

²⁵ Record, p. 113.

²⁶ We reviewed an appeal arising out of these events in *Sasaki v. Local Union 1853, UAW*, PRB Case No. 1524 (2005). Our response to that appeal recognized the difficulty of devising a fair plan to restore GM seniority to employees who had previously quit GM to join Saturn. (PRB Case No. 1524, at 13)

Repair classification advanced his date-of-entry by eight years. In fact, the adjustment restored credit for three years in the trade. Prior to that restoration, Estrada cannot have had a date-of-entry in the Machine Repair classification at the Spring Hill plant prior to October 1, 1989, the day he was hired by Saturn.

The fact that various corporate documents report February 13, 1978, as the day Estrada entered the Millwright classification as an apprentice has no contractual significance. This is merely an item in Estrada's employment history. Estrada argues that this date went unchallenged for 20 years, but there would have been no reason for anyone to challenge it. Estrada does not claim that Saturn or GM ever used this date to resolve seniority issues at the Spring Hill plant. The Spring Hill Skilled Date of Entry list as of February 23, 2009, referred to by Estrada in his appeal to this Board, clearly shows his date-of-entry in the Machine Repair classification at Spring Hill as October 1, 1989.²⁷

In his appeal to this Board, Estrada has suggested that his appeal should be remanded to the IEB for a review of his work history to determine if provisions of the UAW-GM National Agreement were properly applied to him. We find nothing in this record to warrant such a remand. The UAW-GM Department calculated Estrada's skilled trades date-of-entry based on a review of his plant history and an analysis of applicable contract language. The UAW-GM Department's review of seniority dates following negotiation of the May 16, 2009 Memorandum of Understanding concerning the application of Appendix A to former Saturn employees appears to have been neutral and systematic. The potential collapse of GM presented a crisis and the union responded responsibly and rationally to protect the interests of GM's represented employees.

Estrada has not identified any contractual basis for disturbing the decision of the UAW-GM Department regarding his date-of-entry into the Millwright/Machine Repair classification. Paragraph (136) of the National Agreement provides that employees who transfer into a skilled trades classification or non-interchangeable occupational group will establish a date-of-entry in the classification when they are transferred. Estrada transferred from production to the Millwright classification at Shreveport on October 6, 1986, so that is his date-of-entry into the Millwright classification. Estrada was a laid-off apprentice when he was hired into production at Shreveport so he could not carry his Saginaw date-of-entry in the Millwright classification with him to Shreveport. Article VII, Paragraph C, of Appendix A clearly states that laid-off apprentices who subsequently become employed in an apprenticeship program in another plant do not carry their former date-of-entry to the new location.

The apparent confusion surrounding the determination of Estrada's date-of-entry in the Millwright classification arose because the local union incorrectly informed Estrada that the decision to adjust his seniority date was based on Document 20.

²⁷ Record, p. 98.

Document 20 has to do with the placement of apprentices from closed plants. It had no application to Estrada's situation at the time that he entered the apprenticeship program at Shreveport or at the present time. We can understand Estrada's frustration when he could not get a clear explanation of the contractual basis for a decision of such economic significance to him as his date-of-entry in the Millwright classification, but we do not see how he has been injured by the incorrect explanation he originally received. He took no action in reliance on that information. His date-of-entry was correctly restored so that any layoffs or lost overtime opportunities he incurred resulted from the proper application of negotiated agreements.

The decision of the IEB is affirmed.