

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

APPEAL OF:

KATHY JO LANGE, Member
UAW LOCAL UNION 3000, UAW
REGION 1A
(Trenton, Michigan),

Appellant

-vs-

CASE NO. 1665

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

Appellee.

DECISION

(Issued February 27, 2012)

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

Kathy Jo Lange argues that she should have been recalled to Ford Motor Company's Rawsonville plant in November 1998 when other former Ford employees were rehired at that location. She further maintains that Union rules were not fairly applied with respect to the requirement that employees reimburse the UAW-Ford SUB Fund for benefits received under the Trade Readjustment Act (TRA), because the employees rehired at Rawsonville were not required to reimburse the SUB Fund.

FACTS

Kathy Jo Lange works at Auto Alliance International (AAI) in Flat Rock, Michigan, in a bargaining unit represented by UAW Local Union 3000. Bargaining unit employees at AAI are covered by the UAW-Ford National Agreement. Lange was originally hired by Ford Motor Company at its Rawsonville plant on July 28, 1977. She was laid off in a reduction in force on August 15, 1977, and then rehired on March 23, 1978. She

established March 23, 1978, as her Ford date of hire, but then was laid off again on July 9, 1979.¹

When Mazda Motor Manufacturing Corporation (MMUC) commenced operations in Flat Rock, Michigan, management at the new operation made an agreement with the UAW to look at the best work records of former Ford employees and offer those employees the opportunity to apply for employment at the new plant.² On February 3, 1986, in accordance with that agreement, the UAW International Union informed Lange of the opportunity available at MMUC and sent her an application.³ At that time, MMUC was a wholly owned Japanese corporation. Employees hired by MMUC did not come under the UAW-Ford National Agreement but they were represented by the UAW. Lange applied for employment and was hired by MMUC as a new employee on March 9, 1987.⁴ MMUC became AAI as a joint venture with Ford Motor Company on March 24, 1997, and its employees came back under the UAW-Ford National Agreement. Lange's Ford Service Date at AAI Assembly is March 9, 1987, the day she was hired by MMUC.⁵

When bargaining unit employees at AAI were brought back under the UAW-Ford National Agreement, the employees who had received benefits from the Ford-UAW Supplemental Unemployment Benefit (SUB) Trust Fund were required to reimburse the SUB Fund for benefits paid to them under the Trade Readjustment Act (TRA). Lange was required to repay the SUB Fund \$4,681.61 for benefits she received during the period from January 15, 1979 through March 16, 1980.⁶ Lange stated that she first learned that she would be required to reimburse the SUB Fund for the benefits she received under the TRA at a meeting conducted at the Local Union hall on December 22, 1997.⁷ At that meeting, a Local Union representative informed the employees that they were entitled to appeal the assessment and explained the appeal procedures.

Lange filed an appeal of SUB repayment on an Appeal Form provided to the AAI Employees. In support of her appeal, Lange stated that she did not believe that there had been an overpayment. In any event, she argued that the time limit for demanding repayment of any overpayment had expired.⁸ She pointed out that she had not been

¹ Record, p. 2.

² Record, p. 148.

³ Record, p. 1.

⁴ Record, p. 18.

⁵ Record, p. 83.

⁶ Record, pp. 5-6.

⁷ Record, p. 141.

⁸ Record, p. 7.

given notice of the overpayment within 60 days as required by the plan.⁹ On April 7, 1998, the UAW-Ford Board of Administration issued a decision in response to the appeals filed by employees of AAI who had previously received payments under the TRA. The decision states:

“The SUB Board of Administration has considered your appeal and determined that the recovery of TRA related SUB overpayment is proper under the terms of the SUB Plan and consistent with the treatment of other employees with similar debts to the Ford-UAW SUB Trust.

A number of other issues unrelated to the SUB Plan were raised by employees to support their appeals for relief from this recovery. Since the SUB Board of Administration’s authority is limited by the provisions of the SUB Plan, these issues cannot be addressed by this Board.”¹⁰

The Form on which this decision is issued contains the following statement:

“Under the terms of the Supplemental Unemployment Benefit Plan, this decision is final and is not subject to further appeal. If this decision is in your favor, any additional payments to which you are entitled will be mailed to you.”¹¹

Lange stated that all of the appellants who received this decision assumed that was the conclusion of the appellate process with respect to the reimbursement of the SUB Fund.¹²

During this period the Union also filed Grievance ER-048-1198 on behalf of former Ford employees at AAI claiming that they should have received seniority credit for certain purposes when they came back under the UAW-Ford Agreement. The grievance argues that these former Ford employees were required to reimburse the

⁹ The basis for collecting reimbursement to the SUB Fund is found in Volume III, Article 2, Section 4(a) and Article 9, Section 30(a) of the UAW-Ford National Agreement. Article 2, Section 4 describes Benefit Overpayments. Paragraph (a) provides as follows:

“If the Company or the Board shall determine that any Benefit paid under the Plan should not have been paid or should have been paid in a lesser amount (as the result of a subsequent disqualification for State System Benefits or otherwise), written notice thereof shall be mailed to the Employee receiving such Benefit and he shall return the amount of overpayment to the Trustee or Company whichever is applicable; provided, however, that no such repayment shall be required if the cumulative overpayment is \$3 or less, or if notice has not been given within sixty (60) days from the date the overpayment was established or created, except that no such limitation shall be applicable in cases of fraud or willful misrepresentation.” (Record, p. 149)

¹⁰ Record, p. 144.

¹¹ Record, p. 144.

¹² Record, p. 141.

UAW-Ford SUB Fund for payments received pursuant to the TRA, so that their former Ford service should be recognized for other purposes as well. Lange referred to this grievance in a letter that accompanied her appeal to the UAW-Ford SUB Fund Board of Administration. She wrote:

“You people denied me my job back, and then through the process of assuming the Ford contract, you now say we’re Ford employees and expect to be paid back. If this is indeed true, then I want my years of Ford service towards my vacation entitlement and back pay for all the years I was never given a call back, that someone new was hired in my place.

”¹³
...

Grievance ER-048-1198 was settled by allowing former Ford employees at AAI to apply for an adjusted Ford Service date for the purpose of determining vacation entitlement.¹⁴ In accordance with this settlement, on March 24, 2000, Lange received an additional 1 year and 3 months of Ford service credit based on the time she actually worked at the Rawsonville plant to be used for determining vacation entitlement.¹⁵

On January 8, 2008, Local Union 3000 filed Grievance AAI -1213 for Lange protesting Ford Motor Company’s failure to recall her to Rawsonville following her layoff on July 9, 1979. The grievance demanded all lost wages and an adjustment to Lange’s seniority date to reflect her date of hire at Rawsonville. The grievance states:

“The Union and the grievant protest the Company’s actions for violating the grievant’s recall rights. The Union and the grievant can prove that employees with lower seniority were called back to work at Ford Motor Co. with less seniority than the grievant’s of record. (See supporting documentation attached.)”¹⁶

In support of the grievance, Lange reported that she had learned that her former roommate and co-worker at Rawsonville, Dewana VanDusen, had been called back to Rawsonville in November 1998. Lange described what happened in VanDusen’s case as follows:

- “1) They called her (in Nov. of 1998) at her parent’s home and spoke to her dad, Elwood Carr. He gave them her home #.
- 2) Upon her return to Rawsonville, Joel Goddard told her they found her name and 25 others in a vault misplaced in the basement. (Dee also has a list of those names.)

¹³ Record, p. 9.

¹⁴ Record, p. 12.

¹⁵ Record, p. 13.

¹⁶ Record, p. 27.

- 3) She was given her job back with the full hourly rate of pay and her obligation to repay the "TRA" debt was deleted in the files!
- 4) They credited her with 2 years prior seniority from her original hire date back in 1978 (time for time). That combined with the 8 years she worked gave her the 10 years she needed to qualify for the buyout in 2006.
- 5) As my longtime friend and ex-roommate she is willing to do whatever it takes to see that this grievance once and for all gets resolved. They owe me my job and lost years at Rawsonville."¹⁷

International Representative Mike Thornton investigated Grievance AAI-1213 at the third step but he was unable to find out what had actually happened at Rawsonville. He provided a statement describing his efforts to resolve the factual issues raised by the grievance. He stated that he asked the Company for information regarding VanDusen's recall to Rawsonville, but they could not provide any information beyond her timekeeping record. Thornton summarized his findings as follows:

"The Company should have recalled Sister Lange when they did VanDusen and the rest, but failed to do so. The Company gave VanDusen and group their two (2) years seniority back in 1998, and had Sister Lange been recalled then, she too would have received it.

I spoke with Region 1A Servicing Representative Darryl Goodwin who is out of the Rawsonville facility but he could not shed any light on the situation. Then I spoke to Rawsonville Chairman Joel Goddard about the issue and he told me he did not believe that Sister VanDusen, or anyone else, had received the two (2) years accreditation for service.

Without the Company's assistance by providing records, I cannot say for sure who is right so I'm hoping you can get accomplished what I could not. All we need to resolve this issue is to get her two years seniority and have her transferred back to the Rawsonville plant. If there are any questions, please feel free to call me at 313-299-2862."¹⁸

Representative Thornton referred Lange's grievance to the Umpire on December 14, 2009.¹⁹

¹⁷ Record, p. 20.

¹⁸ Record, p. 32.

¹⁹ Record, p. 35.

The grievance was assigned Case No. 52281. International Servicing Representative Chris Viscomi withdrew Case No 52281 following a grievance meeting on April 15, 2010, based on the following disposition:

“In the instant grievance, the aggrieved employee’s record was reviewed and there is no evidence that the established seniority date is inaccurate. Grievance denied.”²⁰

Lange was informed of the withdrawal of her grievance on April 15, 2010, and she appealed the decision to the International Executive Board (IEB) on May 9, 2010.²¹

In support of her appeal to the IEB, Lange explained her employment history at Rawsonville and AAI and argued that she should have been given the opportunity to return to Rawsonville. She pointed out that she has to drive 60 miles to the AAI plant in Flat Rock while the Rawsonville plant is less than a mile from her house. She attached to her appeal the following statement by Dewana VanDusen dated May 7, 2010, addressed to International President Ron Gettelfinger:

“This is a statement from (Dewana Carr VanDusen). Originally hired in July 1978 at the Rawsonville plant. I am writing you this letter for Kathy Jo Lange. I was hired in July of 1978. We were roommates and both worked at the Rawsonville plant together until we were laid off in 1979. First me, then Kathy Jo soon followed. We both then collected unemployment, SUB pay, and T. R. A. All personnel files were kept up to date with our parents listed as contacts. Rawsonville finally called me back to work 17 years later at my parents’ home phone #. On Nov 30th, 1998, I started back at Rawsonville. I was rehired at full rate of pay along with 25 others. The Union said they found our files in a vault misplaced in the basement! I worked 8 years till I was able to qualify for a buyout package with 3 years credited service on November 10, 2006. Kathy Jo has been a lifelong friend and I’m willing to do whatever it takes to see this issue resolved. I honestly feel we should have both been offered our jobs back in 1992 when Ford hired off the streets—it seems they just called back who they wanted and forgot about us. I think it’s time the Union and the Company do the right thing for a very dedicated employee.”²²

UAW Ford Department Representative Mike Oblak wrote a memorandum to Vice President Jimmy Settles responding to Lange’s appeal on July 23, 2010. Oblak explained that employees who were laid off by Ford in the 1970s broke seniority pursuant to Article VIII, Section 5, Subsection 7, of the 1982 UAW-Ford National

²⁰ Record, p. 38.

²¹ Record, p. 40.

²² Record, p. 39.

Agreement when their period of the layoff equaled their period of employment.²³ Oblak reported that both Lange and VanDusen broke seniority under this provision of the National Agreement. Oblak's memorandum states:

"...The example of the aggrieved (Lange's) seniority date of July 28, 1977, and subsequent layoff of July 9, 1979, means that the aggrieved had roughly 24 months of recall and lost her recall rights on July 9, 1981, short of the target date of March 1, 1982. This example will apply to the protested (VanDusen), who lost her rights even sooner because she had less seniority (Master Agreement, Article 8, Section 5, Subparagraph 6, Page 76).²⁴

Oblak went on to say that VanDusen's employment history showed that she was not recalled on November 30, 1998, but rehired. Her hire on November 30, 1998, is coded 11. Code 11 refers to a rehire on the Hourly Personal Transaction Codes form.²⁵ Oblak concluded:

"I believe this situation is due to a lack of understanding of the contract along with a misunderstanding between two friends on what is considered recall and what is considered rehire."²⁶

On August 20, 2010, President Bob King's Administrative Assistant Greg Drudi wrote to Lange and explained the position of the UAW Ford Department that VanDusen was not recalled to Rawsonville but rehired on November 30, 1998, and that she

²³ Article VIII, Section 5, of the Ford-UAW National Agreement describes reasons why seniority will be broken. Subsection 7 provides, in pertinent part, as follows:

7. (Continuous Unemployment)

"For employees hired subsequent to June 20, 1941, who are continuously unemployed by the Company for a period of time equal to their Company seniority, but in no case less than eighteen (18) months." (Record, p. 168)

²⁴ Record, p. 59. This is a reference to the 2007 National Agreement. The same language appears in the 1982 Agreement, but it is in Subsection 7 on page 73. Recall rights are extended for employees who have not broken seniority as of March 1, 1982. Volume I, Article VIII, Section 5, Subsection 7 of the 1982 UAW-Ford National Agreement provides, in pertinent part, as follows:

"For employees who have not broken seniority as of March 1, 1982, the period of time shall be not less than the following: for employees with less than one year seniority, eighteen (18) months; for employees with one year but less than two years seniority, thirty-six (36) months; for employees with two but less than three years seniority, forty-eight (48) months; for employees with three, but less than four years seniority, sixty (60) months; for employees with four but less than ten years seniority, for a period of time equal to their Company seniority plus twelve (12) months; and for employees with ten but less than eleven years seniority, not less than one hundred and thirty-two (132) months." (Record, p. 168)

²⁵ Record, p. 34.

²⁶ Record, p. 60.

established a new Ford Service date at that time.²⁷ In response to Drudi's letter, Lange pointed out that the 1996 UAW-Ford National Agreement provides that rehires will be paid a rate equal to 70 percent of the full pay status, but that VanDusen and the other employees hired by Rawsonville were paid the full hourly rate. Lange wrote that she did not believe the issue could be settled between the Union and the Company and asked to have the matter presented to an independent Umpire.²⁸

Acting as hearing officers for President King, Bob Kinkade and John Rucker conducted a hearing on Lange's appeal on December 1, 2010. Hearing officers Kinkade and Rucker prepared a report to the IEB on the appeal based on the record and testimony given at the hearing. The hearing officers reported that Darrell Nolen, Coordinator of Arbitration at the UAW-Ford Department, confirmed that both Lange and VanDusen lost their recall rights at Ford following their layoff in 1979. Nevertheless, Nolen explained that as former Ford employees both Lange and VanDusen did have some rehire rights pursuant to a letter of understanding that has been part of the National Agreement since October 14, 1984.²⁹ Nolen testified that VanDusen was rehired, not recalled, but this letter permitted her to receive a wage rate based on the number of weeks of employment she completed prior to her last day worked prior to breaking seniority. Nolen pointed out, however, that VanDusen established a new Ford Motor Company seniority date of November 30, 1998. Lange retained her date of hire by Mazda Corporation over ten years earlier as her Ford Motor Company seniority date.³⁰

The hearing officers acknowledged Lange's complaint that the twenty-five employees who were hired by Ford Motor Company at the Rawsonville plant in 1998 were not required to reimburse the UAW-Ford SUB Fund for the TRA benefits they had

²⁷ Record, p. 61.

²⁸ Record, pp. 62-63.

²⁹ Representative Oblak provided a copy of the letter from the 1982 UAW-Ford National Agreement. (Record, p. 182) The letter is still part of the National Agreement and appears on page 329 of Volume IV of the 2007 Agreement. It states, in pertinent part, as follows:

"This will confirm the parties' understanding that, the provisions of Article VIII to the contrary notwithstanding, laid off employees having one or more years of seniority at the time of layoff, who, pursuant to Article VIII, Section 5(7), either have broken seniority during the term of the 1979 or 1982 collective bargaining agreement and subsequently are rehired during the term of this Agreement, shall, upon the completion of their probationary period, receive additional seniority credit equivalent to that acquired as of the last day of work prior to breaking seniority for the purpose only of determining wage, COLA and vacation entitlements provided in Article IX of the Agreement.

Additionally, such employee shall be paid a hiring-in rate determined by Article IX, Section 2(d) Hiring-In Rates of the Agreement between the Company and the Union dated October 4, 1979 or Article IX, Section 2(b) of the 1982 Agreement between the Company and the Union dated February 13, 1982, based on the number of weeks of employment completed prior to the last day worked before breaking seniority."

³⁰ Record, p. 72.

received while on layoff, but they reported that the UAW-Ford Department had been unable to ascertain whether this had actually happened. The hearing officers concluded that they did not need to resolve this factual issue in order to address Lange's appeal challenging the decision to withdraw Grievance AAI-1213.³¹ Based on Coordinator Nolen's explanation of the applicable provisions of the National Agreement, the hearing officers concluded that the decision of the UAW-Ford Department to withdraw Grievance AAI-1213 did not lack a rational basis. They found no evidence that discrimination, fraud, or collusion with management motivated the decision.³²

The hearing officers denied Lange's appeal and their report was adopted by the IEB as its decision. Lange was notified of the IEB decision on June 22, 2011. She appealed the IEB's decision to the Public Review Board (PRB) on July 18, 2011.

ARGUMENT

A. Kathy Jo Lange:

Whatever term they wish to use for Dewana VanDusen's employment at Ford Motor Company's Rawsonville plant, the fact remains that she was offered her job back at the Rawsonville plant in November 1998 and she started out at the full rate of pay. Her timekeeping record clearly shows this. If she was a new hire, she would only have been entitled to seventy percent of the full rate with increases to follow with years of service. The timekeeping record also reports a deleted transaction on December 4, 1998. The Union will not explain what this transaction is, but I believe it is the elimination of VanDusen's TRA obligation. VanDusen testified at my hearing that this debt was forgiven and she also submitted a written statement about it. In light of this, the remark by the hearing officers that there is no affirmative proof that this debt was forgiven is unacceptable. The hearing officers also asserted that the TRA payment is not germane to this case. The TRA payment is what started this case in the first place.

I have provided a copy of a grievance that Local Union 3000 filed in 1998 protesting the collection of this money. Grievance ER-048-1198 states:

"The Union protests the actions of the Company by not following the rehire provisions in Volume IV, pg. 186 of the UAW-Ford National Agreement, yet forcing previously laid off Ford employees to pay back SUB related TRA overpayments."³³

When this grievance was settled, I was asked to sign a form acknowledging that the adjustment to my Ford seniority date under the terms of the settlement of Grievance ER-048-1198 applied only to vacation entitlement. I refused to sign this disclaimer

³¹ Record, p. 70.

³² Record, p. 75

³³ Record, p. 108.

because I had never seen the settlement of Grievance ER-048-1198. I requested information regarding the settlement of Grievance ER-048-1198 from our former Chairperson, Chuck Browning, and our former President, Greg Drudi, on December 8, 1999. A copy of my letter is in the record.³⁴ I have never received an answer.

I assumed that all former Ford employees who received funds under the TRA had been required to reimburse the SUB Fund until I ran into my former roommate Dewana VanDusen in 2007. VanDusen informed me that she had been recalled to Rawsonville in November 1998, along with 25 other former employees. Dewana also received benefits under the TRA program, but she was never required to reimburse the SUB Fund for the amount she received. If you check the timesheets of other employees who were called back, rehired, or reinstated at Rawsonville in 1998, you will undoubtedly find the same deleted transaction where the debt to the SUB Fund as a result of receiving TRA benefits was erased. When we requested documents to find out how the TRA benefits were handled at Rawsonville, Manager Trudy Demeter claimed that she could not produce any other information about Dewana VanDusen beyond her timekeeping record.

The International Union now points to that timekeeping record to characterize VanDusen's reemployment at Rawsonville as a rehire. If you examine the codes used by Ford Motor Company on their timekeeping records, you will see that there is no code for recall. They say Code 11 means a rehire, but I am coded 17 at AAI, which is simply "other." When I took a temporary transfer to the Saline plant to be closer to home, I was coded 11. These codes are simply confusing and do not prove anything. I should have been given the opportunity to return to Rawsonville when Mazda came back under the Ford Agreement in 1997. At least, I should have been offered the opportunity to return to Rawsonville when the other employees were recalled in 1998. Instead, I remained in Flat Rock with a 60 mile round trip commute to work for the next 13 years.

I feel I am justified in demanding repayment with interest of the \$4,681.61 that I was ordered to repay in 1998 while I was working at Mazda. I should have been recalled to Rawsonville along with the other 25 employees and then I would not have been required to reimburse the SUB Fund.

B. International Union, UAW:

Dewana VanDusen testified at the hearing conducted on behalf of the IEB that she was hired by Ford Motor Company at the Rawsonville plant in July 1978 and laid off in 1979. VanDusen returned to work at the Rawsonville plant in 1998, seventeen years later. She testified that she received her full rate of pay after 90 days, but her seniority date at Rawsonville is November 30, 1998. Appellant Lange argues that she too should have been recalled or rehired at Rawsonville, but she appears to assume that she would have been given a seniority date reflecting her original date of hire at Rawsonville. Lange is not entitled to a 1978 seniority date at Rawsonville.

³⁴ Record, p. 10.

Neither Lange nor VanDusen had any contractual right to be recalled to Rawsonville after they broke their seniority as a result of continuous unemployment equal to their Company seniority. In her appeal, Lange questions why she was canvassed for the job at Mazda while VanDusen was not. Lange was offered the position at Mazda in 1986 because of her exemplary record at Ford. She received the offer of employment pursuant to an agreement between MMUC and the UAW. The letter she received from MMUC was not a call back notice; members did have the right to decline employment in Flat Rock. Lange elected to accept employment at Mazda on March 9, 1987. That decision did not change a thing with respect to her employment at Ford Motor Company. She broke her Ford Motor Company seniority on January 9, 1981, and Ford had no obligation to hire her at all. Ford Motor Company's subsequent decision to hire its former employee Dewana VanDusen also had no bearing on Lange's contractual rights.

No Ford employee who received benefits pursuant to the TRA was exempted from repaying the UAW-Ford SUB Fund when they were rehired by Ford. The \$250 federal benefit paid to employees under the TRA was meant to take the place of the \$97 unemployment benefit paid by the State plus the SUB benefit. When an employee accepted the federal benefit, both the State and the SUB Fund took their money back.

Representative Viscomi's decision to withdraw Grievance No. 1213 was entirely reasonable because there was no violation of Lange's seniority or recall rights under the UAW-Ford National Agreement. Lange has not raised any other issues that warrant further investigation.

C. Rebuttal by Kathy Jo Lange:

The PRB has asked me to explain why my complaint about the SUB Fund reimbursement should not be considered untimely. I honestly believe that I have done everything I could do within the timeframe expected in order to resolve the issues raised in my appeal. I promptly appealed the assessment to repay the SUB Fund along with other employees at AAI. We received a denial of this appeal on April 7, 1998, and were advised that there was no further appeal from that decision. I accepted that conclusion until I ran into VanDusen in 2007 and discovered that the employees recalled to Rawsonville did not have to repay this money.

International Representative Oblak has asserted that all Ford employees who received SUB benefits and TRA benefits were required to reimburse the SUB Fund. There is nothing in the record to support that assertion and it is not true. The employees recalled to Rawsonville did not make these payments. I was never given a copy of the settlement of Grievance No. ER-048-1198 and I believed that settlement of the SUB Fund issue was somehow tied in with the recall to Rawsonville. I still maintain that I should have been afforded the opportunity to return to Rawsonville. If that had happened, the SUB Fund repayment would never have become an issue. If Rawsonville had called me back, I would gladly have paid this amount and said nothing.

We can continue to go back and forth over this issue, but the bottom line is that they are not going to find the answer to why this happened in any contract book. I want to know if my Union and Ford are now going to make it right. My recommendation to fix this issue is to allow me to finish my years of service for Ford Motor Company at the Rawsonville plant. I do not have that much longer to work until I have the thirty years necessary to retire, and I would like to do it closer to home. I cannot recoup the years I lost working for Ford after I should have been recalled in 1998, but I believe I am entitled to be compensated for the expense and time I lost traveling 60 miles a day to commute to AAI when I should have been at Rawsonville.

DISCUSSION

Lange filed a timely appeal to the UAW-Ford SUB Fund Board of Administration regarding the requirement that she reimburse the Fund for benefits received pursuant to the TRA. She received a response denying that appeal on April 7, 1998. That decision concluded the appellate process on this issue. Decisions of the SUB Fund Board are final and binding on all the parties. Any attempt to challenge that decision now would clearly be untimely. Lange has suggested that Grievance ER-048-1198 kept this issue open somehow, but that is not correct. Decisions made with respect to the administration of the UAW-Ford SUB Fund are not subject to the grievance procedure.³⁵ Grievance ER-048-1198 mentioned reimbursement to the SUB Fund by AAI employees as part of the Union's argument in support of the claim that these employees were entitled to credit for vacation purposes. This grievance was not a challenge to the decision by the SUB Fund Administrator to recover the TRA benefits.

In any event, the record demonstrates that Lange accepted the ruling of the SUB Fund Board of Administration in 1998. She raised the issue in connection with this appeal because she apparently believed there was some negotiated arrangement to rehire former Rawsonville employees and that forgiveness of this debt was part of that arrangement. As a former Rawsonville employee herself, Lange felt she was entitled to the benefit of that arrangement.

In response to this appeal, therefore, we asked the Union whether employees rehired at Rawsonville were exempted from this obligation.³⁶ UAW-Ford Department Representative Mike Oblak responded that the parties could not have entered into such

³⁵ Article V, Section 3(b)(2)(vi) of the Supplemental Unemployment Benefit Agreement and Plan provides as follows:

"There shall be no appeal from the Board's decision. It shall be final and binding upon the Union, its members, the Employee or former Employee, the Trustee, and the Company. The Union shall discourage any attempt of its members to appeal, and shall not encourage or cooperate with any of its members in any appeal, to any Court or Labor Board from a decision of the Board, nor shall the Union, or its members by any other means attempt to bring about the settlement of any claim or issue on which the Board is empowered to rule hereunder."

³⁶ Record, pp. 138-139.

an arrangement under the UAW-Ford Agreement. No employees who accepted TRA benefits were entitled to simultaneously collect SUB benefits. Oblak stated that whenever employees who had received benefits under the TRA were rehired by Ford, they were required to reimburse the SUB Fund for these benefits. He stated that he personally knew of many members who paid the SUB Fund back for these benefits years later.³⁷ We agree with Lange that VanDusen's testimony and written statements with regard to this issue are entitled to credit. She had no motivation for dishonesty and the statement was actually against her self-interest. Nevertheless, there is no evidence that the parties agreed to forgive this obligation. There is nothing to connect the deleted transaction in VanDusen's work history with the SUB Fund. The obligation would not have been recorded as a simple transaction that could be deleted in this way. The parties may have neglected to collect this debt when the Rawsonville employees were rehired, but any such oversight would not affect Lange's obligation.

Lange's real concern and complaint in this appeal is that the Company failed to recall her to Rawsonville once it started hiring new employees. This was the omission Grievance No. 1213 was written to address. She wanted to be recalled to Rawsonville, because the plant was closer to her home. Lange filed Grievance No. 1213 because she believed VanDusen was called back to Rawsonville because of her prior employment there. She pointed to the fact that VanDusen received her full rate of pay when she was rehired at Rawsonville rather than the rate applicable to new hires as support for her argument that there was a contractual basis for the recall which should have been extended to her as well. That position is simply incorrect, however. VanDusen did not have any contractual right to be recalled to Rawsonville and neither did Lange. Lange and VanDusen both lost all recall rights to Ford Motor Company once they broke seniority in 1981. VanDusen received her rate of pay pursuant to a letter of understanding in the National Agreement recognizing rehire provisions for certain employees.

In her initial statement in support of Grievance No. 1213, Lange asserted that she wanted the AAI seniority list to reflect her hire date at Rawsonville in 1978.³⁸ This demand was apparently based on her understanding that VanDusen had been credited with seniority dating back to 1978. But Lange was also credited with this time for purposes of vacation entitlement. There is no dispute, however, that Van Dusen's seniority date at Rawsonville after her rehire was November 30, 1998.

It is not clear if Lange understands that she would have lost her March 9, 1987, Ford Motor Company seniority date if she had transferred back to Rawsonville during this period. She may have been willing to forfeit her seniority in order to work closer to home. It was not a contractual right, however. She had no right under the UAW-Ford National Agreement to notice whenever Rawsonville hired new employees because she had no recall rights to that plant. When VanDusen and the other twenty-five employees were contacted in 1998 about employment at Rawsonville, the representatives involved

³⁷ Record, p. 147.

³⁸ Record, p. 19.

would quite naturally have assumed that people who were hired by Mazda and established seniority under the Ford Agreement in 1987 did not want to abandon these jobs and return to Rawsonville in 1998 with day one seniority

The UAW-Ford SUB Fund properly recovered from Lange payments she had received under the TRA in accordance with the terms of the Supplemental Unemployment Benefit Agreement and Plan contained in the National Agreement. This record supports a conclusion that the parties did not intentionally arrange to exempt the employees rehired at Rawsonville from this obligation. The decision to withdraw Lange's grievance from the Umpire had a clear rational basis. The UAW Ford Department withdrew Grievance No. 1213 because there had been no violation of the seniority provisions in the UAW-Ford National Agreement.

The decision of the IEB is affirmed.