

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

APPEAL OF:

EVE THIELEN, Member
UAW LOCAL UNION 72
(Kenosha, Wisconsin),
Appellant

-vs-

CASE NO. 1481

UAW LOCAL UNION 72 EXECUTIVE BOARD
REGION 4
(THE UNITED AUTOMOBILE, AEROSPACE
AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA),
Appellee.

DECISION

(Issued November 22, 2004)

PANEL SITTING: Prof. Theodore J. St. Antoine, Chairperson,
Prof. Benjamin Aaron, Prof. Janice R.
Bellace, Prof. James J. Brudney,
Prof. James E. Jones, Jr., and Prof. Paul C.
Weiler.

APPEARANCES: Eve Thielen and Al Lucci on behalf of
appellants; John Drew and Curt Wilson on
behalf of Local Union 72, UAW; Eunice
Stokes-Wilson and James E. Patton on
behalf of the International Union, UAW.

We consider whether UAW Local 72 is discriminating against Recording Secretary Eve Thielen by demanding that she schedule her leaves and vacations through her home department on the basis of her departmental seniority.

FACTS

Eve Thielen was elected Recording Secretary of UAW Local 72 in 2001 to fill a vacancy in the office after the previous Recording Secretary retired. She was re-elected to the position during regular elections conducted in 2002. Prior to being elected Recording Secretary, Thielen was assigned to Department 866 as a Layout Inspector at

DaimlerChrysler's Kenosha Engine Plant. Thielen has a seniority date of October 12, 1998, in Department 866.¹

Layout Inspection is a skilled-trades classification at the Kenosha Engine Plant. The Local Agreement between Local 72 and DaimlerChrysler contains a Letter of Understanding, referred to as "Letter (45)," which governs the scheduling of vacations for skilled-trades employees. Paragraph 1 of Letter (45) provides:

"Skilled Trades employees will continue the practice of allowing 12% of the employees in a trade to be on vacation in a given week."

The Layout Inspection Department has twenty-five employees, so under this rule, three employees from that department can be approved for vacation during any particular week. Letter (45) gives more senior employees in a department priority in scheduling vacations during the prime months of June, July, August and September.²

On March 9, 2003, Eve Thielen submitted a request for leave, selecting the weeks of July 14 and July 21 as her first choice.³ Subsequently, Supervisor Jackie Wilks informed Thielen that her vacation request was going to be denied because three employees with greater seniority in her department had requested the same weeks. Thielen stated that she questioned Wilks about this. She wrote:

"...I questioned her as to why I was being denied vacation when I am not in the plant and am working at headquarters and I have no effect on the manpower. She explained that it would cause a lot of friction with my co-workers if I were approved for a week when others were denied even though I would not be working in the department anyway."⁴

¹ Record, p. 6.

² Paragraph 2 of Letter (45), provides as follows:

"Skilled Trades employees will be scheduled for vacation by classification and seniority regardless of shift. It is understood that no one will be scheduled for more than two weeks vacation during the months of June, July, August and September; this is to insure that everyone has the opportunity for time off during the summer. In the event there are openings in any week during the prime time, employees will be scheduled for additional vacation weeks by seniority."

³ Record, p. 22. These weeks are identified as Pay Week No. 30 and Pay Week No. 31 on Thielen's request form based on the Kenosha Engine Plant 2003 Hourly Employee Vacation Schedule. (Record, p. 23)

⁴ Record, p. 55. Thielen's account of what took place in response to her vacation request in March 2003, is set forth in a twenty-eight page statement that she submitted with her appeal to the International Executive Board on June 30, 2003, describing her tenure as Local 72's Recording Secretary. (Record, pp. 53-80)

Thielen reported that she began to investigate the Local's practice with regard to the scheduling of vacations for union representatives and discovered that the Local Union's other executive officers did not schedule vacations through their departments. Thielen wrote that the Local Union Financial Secretary, Robert Rosinski, had been moved from his home department, Department 816, and placed in the department for full-time representatives, Department 875, by the Labor Relations Manager in December 2002.⁵

Thielen reported that she contacted Human Resource Manager Dave Miller and asked why she was the only full-time union officer who was required to schedule her vacations through her home department. According to Thielen, Miller agreed that it did not seem right and stated that he would investigate the matter and get back with her.⁶ Thielen wrote that Miller did telephone her during the week of March 31, and stated that her vacation had been approved. Thielen stated that she received written confirmation that her vacation request had been approved on April 3, 2003.⁷

On April 30, 2003, Local 72 filed Grievance 03866-04 protesting Management's decision to grant Eve Thielen's vacation request for the weeks of July 14 and July 21, 2003, while denying the requests of thirteen higher seniority employees from Thielen's home department for vacation during these weeks.⁸ On May 5, Management responded to the grievance as follows:

"Eve Thielen's vacation was changed back to how it was originally scheduled as per departmental seniority. Grievance denied."⁹

Thielen filed an appeal from the disposition of Grievance 03866-04 on May 27.¹⁰ In support of her appeal, Thielen argued that Management is not permitted to rescind vacations that have been approved after April 15, and that it was improper for the Local Union to request it to do so. She wrote:

"I am appealing Grievance #03-866-04, which was initiated by Shop Chairman (per Scott Johnson, Skilled Trades Chief Steward 05-08-03) which demands that management rescind approved vacation weeks granted to myself, Eve Thielen, and all others affected, on the basis of past practice and language found in Letter (45) of the Local Agreement. The Shop Chairman demanding and allowing management

⁵ Record, p. 55.

⁶ Record, p. 56.

⁷ Record, pp. 57, 109.

⁸ Record, p. 2.

⁹ Record, p. 2.

¹⁰ Record, p. 7.

to rescind vacations once the signed and approved vacation slip has been returned to the employee violates long-standing past practices. The Union and the Shop Chairman have protected this right for our members for many years up to this point.”¹¹

In support of this argument, Thielen referred to paragraphs 3 and 4 of Letter (45).¹² Thielen argued that allowing Management to correct mistakes by rescinding previously approved vacations would establish a precedent that could adversely affect union members in the future. Thielen requested that the Union demand that the resolution of Grievance 03866-04 be reversed. She further requested:

“Reinstate original vacation schedule in all departments affected and require Management to make adjustments in manpower or overtime to compensate for discrepancies without adjusting the original finalized vacation schedule which has also been the past practice in these situations.”¹³

Thielen also requested a grievance protesting Management’s failure to follow the practice of allowing the Local’s executive officers to schedule vacations and leaves through the Labor Relations Department without regard to seniority, but that grievance was never filed.¹⁴

Local 72 Shop Committee Chairperson Curt Wilson responded to Thielen’s appeal on June 13, 2003. He reported that in April he received two complaints from employees in Department 866 about the approval of Eve Thielen’s vacation for the weeks of July 14 and July 21 while senior employees’ requests for these weeks had been denied. He stated that he contacted Human Resource Manager Dave Miller about the issue. He wrote:

“Shortly after lunch I met with Dave Miller and asked him if he had any discussion with department 866 and/or Eve Thielen regarding Eve’s vacation request in July. He stated that Eve Thielen called him and said she was not being

¹¹ Record, p. 8.

¹² Paragraphs 3 and 4 of Letter (45), state as follows:

“3. The employees will submit their completed vacation requests to the company by April 1st of each year, and the vacation schedule will be finalized by April 15th of each year.

4. Requests to change vacation weeks may be considered, but not to disturb the original vacation schedule.”

¹³ Record, p. 13.

¹⁴ Record, p. 138.

treated the same as other union representatives in regards to her vacation request, and stated that Dan Kirk, Bruce Schmoldt, Scott Johnson and Bob Rosinski get their choice for vacation irrespective of their positions on the seniority list and that she should be treated the same way. In addition, she requested that her name be removed from department 866's vacation list/posting."¹⁵

Wilson reported that Miller advised him that he was investigating Thielen's allegations and would get back with him later in the week.

Wilson wrote that he went to speak with Supervisor Jackie Wilks in Department 866 and that Wilks informed him that she had initially denied Thielen's request for the weeks of July 14 and July 21 based on seniority, but that she had received a call from her boss, Gary Christofferson, instructing her to take Thielen off of the departmental vacation list, and to approve her vacation request in accordance with the instructions of the Human Resource Manager Dave Miller.¹⁶ Wilson stated that when he confronted Miller with this information, Miller requested more time to investigate Thielen's allegations of being treated unfairly.¹⁷ Wilson reported that he decided at this point to conduct his own investigation. He wrote that he interviewed the Skilled Trades Overtime Clerk, Peni Keeling, and learned that there were three electricians with more seniority than Dan Kirk who were denied vacation during the week of July 21, and one tinsmith with more seniority than Scott Johnson who had requested that week and been denied.¹⁸ Wilson stated that he told Kirk and Johnson that Management was investigating allegations that union representatives were using "super-seniority" to get vacations and other benefits, and that if these allegations were true, the practice would come to an abrupt halt.¹⁹

Wilson stated that after he spoke with Jackie Wilks in Department 866, he called Gary Christofferson and informed him that grievances would be filed on behalf of the more senior employees in Department 866 who were denied the weeks granted to Thielen. Wilson wrote:

"I also met with Gary Christofferson and asked him to call Jackie Wilks and tell her to approve vacations for four (4) more layout inspectors for July 14 and (8) more for July 21. He, of course, denied my request. I told him that either he grant the vacations for the 12 high seniority employees that

¹⁵ Record, p. 15.

¹⁶ Record, p. 16.

¹⁷ Record, p. 17.

¹⁸ Record, p. 18.

¹⁹ Record, p. 19.

Miller by-passed to give Eve Thielen those weeks (after she was denied in the department) or get Miller to rescind the underhanded deal he made with Eve. Christofferson said that he told Miller in the beginning not to give in to Eve's request and he doubts that Miller would listen now. ...²⁰

Wilson also responded to Thielen's allegation that Recording Secretary Robert Rosinski had been moved from his home department to the department for full-time representatives. He wrote:

"Miller was asked to correct the improper move by Dale Stillman to get Rosinski removed from the department 816 seniority list. Miller said he would look into it and repeated his request for more time to investigate allegations made by Eve."²¹

Wilson wrote that Miller told him on April 30 that he would put Rosinski back on the Department 816 seniority list, "where he belongs."²²

Thielen's appeal was presented to the Local Bargaining Committee on June 18, 2003, along with a similar appeal filed by Dan Kirk protesting the resolution of Grievance 03861-127, which rescinded his vacation.²³ The Bargaining Committee voted to uphold a recommendation of an Appeals Committee to deny both appeals, and the Bargaining Committee's decision was referred to the Local Executive Board.

The Local Executive Board considered the two appeals during an afternoon meeting on June 18. The minutes of the June 18 Executive Board meeting report that Skilled Trades Overtime Clerk Peni Keeling raised the following question during the discussion of Thielen's appeal:

"Sister Keeling: Hasn't to my knowledge all other full time union officials been given whatever vacations regardless of seniority because they're not in the department?"²⁴

Local President John Drew responded that was not correct and used Financial Secretary Robert Rosinski as an example. The minutes reflect that the following exchange took place:

²⁰ Record, p. 17.

²¹ Record, p. 18.

²² Record p. 19.

²³ Record, pp. 30, 36

²⁴ Record, p. 41.

“Brother Drew: No, for example, for example. Bob’s a member of 816. Now that was touched on in the appeal. Bob’s vacation request goes through 816

Brother Rosinski: 816, I’m on the first page of 816.

Sister Keeling: And past Recording Secretaries have been the same way?

Brother Rosinski: Myrtle was in 817.

Sister Keeling: And she had to go through the department?

Brother Drew: And Lula was in 820. I believe that was the department she was assigned to.”²⁵

Following this discussion, the Local Executive Board voted to uphold the Bargaining Committee’s decision denying Thielen’s appeal.²⁶

The Board next considered Dan Kirk’s appeal. During the discussion of this appeal, Keeling once again spoke about the way union representatives’ vacations were scheduled in the past. The minutes reflect that she stated:

“Sister Keeling: Since this involves my office I’d like to give some history on this. This is my second year of doing vacation. Last year I got the job in January, vacation forms come out in March and are turned in by April 1, 2002. Bruce Schmoldt actually went through and did the entire process, and I came in on a Saturday and signed my name and verified what he had put in the computer. At that time he told me that chief stewards got whatever vacations they wanted regardless of seniority. Bruce Schmoldt had the entire month of July, which supersedes the (2) weeks in prime time. Dan Kirk was also given all the weeks he requested. There were (2) chief stewards in 861 at the time. That is how I learned the procedure on granting vacations. And I would have happily explained that to Curt had he asked. So that’s the practice I used again this year.”²⁷

²⁵ Record, p. 41-42.

²⁶ Record, p. 44.

²⁷ Record, pp. 48-49.

The minutes reflect that Wilson responded, "Well, it's been corrected."²⁸ According to the minutes, Wilson went on to explain that no one had raised the issue in 2002, but after Thielen questioned the practice, he discovered that some representatives were being granted vacations without regard to seniority. He said that he took corrective action. Following a discussion of the past practice, the Executive Board voted to uphold the decision of the Bargaining Committee on Kirk's appeal.²⁹

Thielen appealed the Local Executive Board's decision to the International Executive Board (IEB) on June 30, 2003. In support of her appeal, Thielen explained that the issue of vacation schedules first arose in 2002 after the Local decided to close the Local Union offices during the July shutdown. Thielen stated that she did not have enough seniority to be granted those weeks for vacation through her department, so she intended to work at the Local during that week, but President Drew informed her that the other Local Union officers, namely C. Wilson, P. Anastasi, and R. Rosinski, did not want Thielen to work during the shutdown. Thielen reported that she eventually made an agreement with President Drew to work 20 hours at the hall and 20 hours in the plant.³⁰ Thielen remarked that she eventually concluded that the other Local Union officers wanted her to work in the plant to set her apart as something other than a full-time Local Union officer.

Thielen pointed out that in contrast to her situation, the Financial Secretary Robert Rosinski had been moved from his assigned department, Department 816, to Department 875, which is for full-time representatives, on December 17, 2002. Thielen attached to her appeal a printout of Rosinski's Employment History showing the move from Department 816 to Department 875 on December 16, 2002.³¹ She also attached a copy of an employee list from the Kenosha Engine Plant dated January 14, 2003, which shows all of the other union officers and Bargaining Committee members listed in Department 875, while she remained in her home Department 866.³²

Thielen stated that she spoke with the Department 816 Area Manager, Dale Stillman, regarding Wilson's claim that Stillman improperly moved Rosinski to Department 875. According to Thielen, Stillman denied having moved Rosinski, but he

²⁸ Record, p. 49.

²⁹ Record, p. 51.

³⁰ Thielen wrote:

"...The issue was argued back and forth with J. Drew right up until just prior to the board meeting over the phone when J. Drew offered me a compromise of working (20) hours as RS and (20) hours in the plant in my home department. I adamantly asked J. Drew what the reasoning behind why they didn't think I should work on my job as RS during the shutdown that week and explained that it would help if I just understood why. J Drew's response was that "you don't need to understand why.' ..." (Record, p. 54)

Record, pp. 53-54.

³¹ Record, p. 84.

³² Record, pp. 130-137.

did acknowledge that he had complained about carrying Rosinski in Department 816, because it was impossible to keep track of his vacations and leaves. Stillman stated that Rosinski did not report his leaves to Department 816.³³

The statement that Thielen attached to her appeal also describes her continuing investigation into the past practice at Local 72. For example, she reported that she questioned a former Labor Relations Manager, Gary Legler, concerning the way the former Recording Secretaries had their vacations approved. She wrote that Legler confirmed that former Recording Secretaries Lula Smith and Myrtle Schwietzer applied for their vacations through Labor Relations, rather than through their departments. Thielen reported that Legler stated:

“Their vacations were never based on seniority in their department. They basically just notified them when they were taking them. Some did turn in their slips and never was their seniority a factor in approving them. I also questioned Gary as to if he had ever seen a grievance in all his years that asked for a vacation to be rescinded. He stated and I quote, that it was the “law” that once you received your approved vacations form, it was irrevocable.”³⁴

Thielen wrote that after speaking with Legler, she concluded that the entire vacation issue was an act of harassment and prejudice.

President John Drew responded to Thielen’s appeal in a letter dated August 6, 2003. Drew stated that Grievance 03866-04 was properly closed based on the Company’s answer that Thielen’s vacation would be scheduled on the basis of her departmental seniority. On the question whether Thielen is a full-time representative of Local 72, Drew stated:

“Thielen is also the Recording Secretary for Local 72. The Local Union has been paying her 20 hours per week on a lost time voucher for performing Recording Secretary duties. She is also paid 20 hours per week by DaimlerChrysler in accordance with a letter agreement between Local 72 and Kenosha Engine Plant management for employee benefits plan representations.”³⁵

International President Ron Gettelfinger’s staff determined that a hearing was unnecessary on Thielen’s appeal, and prepared a report based upon the information provided by the appellant and the Local Union. Staff acknowledged that Thielen had

³³ Record, p. 75.

³⁴ Record, p. 75.

³⁵ Record, p. 150.

provided information to support her claim regarding the past practice for scheduling vacations at Local 72, but it found that the practice was an impermissible one. Staff's report states:

“Although the appellant provided information to support her claim for past practice, and during the course of the union investigation it was found that a couple of representatives were found attempting to exercise super-seniority status for the purpose of vacation scheduling, the Local Union's position is that it is not a permitted practice and the action taken by the Local Union in the handling of this matter of the two representatives supports this position.”³⁶

Staff declared that past practice could not supersede the contract, so that if any member had filed a grievance in protest of such practice, it would not have been allowed to continue. Staff denied Thielen's appeal, and its report was adopted by the IEB as its decision. The IEB's decision was issued on March 19, 2004, and Thielen has now appealed to the PRB.

ARGUMENT

A. Eve Thielen:

The Local Union maintains that although I am the Recording Secretary and work full time at union headquarters, I am still a member of Department 866. The Local points out that I worked in the department during the last shutdown. This is all true, but only because the Local refuses to treat me as all of the other full-time elected union officers are treated. I have been forced by the President to work in the plant during shutdown after he declared the union headquarters closed and would not allow me to work as the Recording Secretary that week.

The Executive Officers at Local Union 72 have always scheduled their vacations and leaves without regard to seniority. The decision issued by the IEB argues that past practice cannot supersede the contract. Yet, the relief requested by the Local Union in Grievance 03866-04 violates paragraphs 3 and 4 of Letter (45) of our Local agreement, and Paragraph (79), subsection (b), of the National Agreement between the UAW and DaimlerChrysler Corporation, which provides that approved vacations will not be changed without the consent of the employee.³⁷ The IEB decision upholds one section

³⁶ Record, pp. 156-157.

³⁷ Paragraph (79), subsection (b), of the 1999 National Agreement between the UAW and DaimlerChrysler Corporations provides as follows:

“The Corporation will provide a formal procedure whereby employees prior to March 1 of each year may request the period during the succeeding vacation payment year commencing May 1 in which they would prefer to take a vacation leave of absence. Each employee will be furnished a copy of his vacation leave request at the time it is made and

of the contract relied on by the Local Union, but does not acknowledge the language that supports my case. The International Union has never responded to my argument that rescinding my vacation violated the Local and National Agreements.

During the period relevant to my appeal the Local Union Bylaws did not state whether the Recording Secretary was a full-time or part-time employee of the Local. The position of Financial Secretary-Treasurer was defined as full-time, however, and there was no difference between the two positions in terms of the number of hours worked. The Recording Secretary has always worked full time at union headquarters, and there has always been a full-time replacement for the Recording Secretary in his or her home department, just as there has been for the Financial Secretary-Treasurer.

At a meeting on March 14, 2004, the membership adopted a Bylaw provision that changed the Financial Secretary-Treasurer's position from full-time to part-time. Article 21, §13, of the Local Union Bylaws now describes the Financial Secretary-Treasurer's position as follows:

"The Financial Secretary-Treasurer shall serve the union on a part time basis and shall be paid lost time a maximum of thirty-five (35) hours per week for the performance of the constitutional duties of his/her office. Any unusual circumstances that require additional lost time must be approved by the president of Local 72. This Bylaw recognizes any contractual obligation that requires DaimlerChrysler to compensate the Financial Secretary-Treasurer."

During the same meeting, Vice President Phil Anastasi and the Local Bylaws Chairperson proposed an amendment to the Bylaws that would have cut the Recording Secretary's hours from forty to anywhere from zero to twenty hours, leaving the decision in the hands of the President as to how much time would be afforded to get the work done. This proposed Bylaw was not adopted. This proposal is just one more example of the efforts being put forth by this group to exclude me from the leadership. Fortunately, enough of our membership and retirees recognized the Vice President's strategy and showed up at the meeting to vote this amendment down.

will be advised not less than sixty (60) days before the day on which he wishes to start his vacation whether or not his request can be granted, and if the employee presents his vacation leave request to management the approval or disapproval will be made thereon. In the scheduling of vacation leaves of absence, employees will be given preference in order of their seniority either in their department or in their department by shift as determined by local negotiation. The leave will not exceed the number of hours represented by the employee's vacation payment rounded out to periods of full weeks. A vacation leave of absence once approved will not be changed without the consent of the employee."

Local Union Executive officers are placed in Department 875 at the Kenosha plant because they do not affect the manpower in their home departments. Department 875 is the Human Resources Department and includes the full-time officers of the Local, the Shop Chairperson, and some other employee representatives. Some officers such as the President and the Shop Chairperson are automatically assigned to Department 875; other officers are placed there by mutual agreement between the Local Union and Labor Relations. The practice is not being applied equally, however. As the only female, full-time representative, I am excluded from the Department.

Contrary to the claims made by the Shop Chairperson Wilson, the practice with regard to scheduling vacations is still being followed by the other union representatives. The reassignment of Financial Secretary Rosinski to his home department was merely a superficial change designed to give the appearance of corrective action, but nothing has changed. All the other full-time elected officers are still granted vacations regardless of their seniority.

B. International Union, UAW:

Appellant claims that there is a long-standing practice at the Kenosha Engine Plant of granting full-time officers vacation without regard to seniority, but she acknowledges that the practice is not supported by the contract. Indeed, Thielen's appeal is plainly contradicted by the contract. The Local Agreement provides for vacation to be granted by seniority. The IEB correctly found that if a practice did exist of granting union representatives' vacation requests without regard to seniority, it could not be maintained or defended in light of the contract's plain language to the contrary.

In this case, the Local pursued a grievance on behalf of senior employees who were denied vacation granted to a junior member of their department. Thielen appealed the settlement of that grievance. The only question presented by that appeal is whether the settlement of the grievance was discriminatory or irrational in some other respect. Not only was it not discriminatory for the Local to pursue this grievance, it was its obligation to do so. Appellant's claim that she be permitted what amounts to super-seniority has no contractual support and should be denied.

In presenting her case, Appellant has insisted that she has been treated differently than the other full-time executive officers of the Local Union, even though she works the same number of hours at the Local Union Hall. She points out that until recently the Financial Secretary was assigned to the Human Resources Department, Department 875, and that former Recording Secretaries were not required to schedule their vacations and leaves through their home departments.

The fact that Appellant was required to schedule her vacation through her home department had nothing to do with her status as a full-time or part-time officer. The Financial Secretary was assigned to Department 875 partly as a result of the way the Local Union's Recording Secretary and Financial Secretary were compensated in the 1990's. There was a Letter of Understanding between Local 72 and the Company

under which the Company agreed to pay the Recording Secretary and Financial Secretary twenty hours per week for benefit representation activities at the Kenosha Plant.³⁸ The Financial Secretary was assigned to the Human Resources Department because he was performing representation activities in the plant. Last year, the Company discontinued the practice of regularly compensating the Local Union's officers for representation activities.

The situation of the previous Recording Secretaries differed from that of Thielen's because they were from production classifications rather than skilled-trades, so Letter (45) did not apply to them. They would not have been scheduled to work during the shutdown period in any event, so the question of scheduling vacations during those prime weeks would not have come up. Thielen is the first Recording Secretary at the Local from a skilled-trades classification. It should also be noted that if Thielen had been assigned to Department 875, she would have lost the opportunity to work overtime in her own department.

The International Union has recently issued an Administrative Letter directing local unions to update their bylaws to designate which officers are full-time employees of the Local and to state the amount and salary and benefits to be paid to any employee. That letter states that any compensation not detailed in the bylaws is not a proper expenditure of local union funds.³⁹ Where the Bylaws do not identify a compensation package for any employee of the Local Union, then payments to that

³⁸ This letter was introduced during the hearing we conducted on this appeal. It states:

"UNPUBLISHED LETTER

September 14, 1992
Pay for Employee Benefit Work

Mr. Rudy Kuzel
President, UAW Local No. 72

Dear Mr. Kuzel:

It has long been recognized by the Corporation and the Union that employee benefit representation activities at the Kenosha Engine Plant far exceed the requirements of other Corporate facilities due to the displacement of over 5,500 employees.

In that regard, the Corporation agrees to pay twenty (20) hours each per week to the Local Union's Recording Secretary and Financial Secretary.

Very truly yours,

M. B. Lange
Manager, Human Resources."

³⁹ UAW Administrative Letter, Volume No, 50, Letter No. 3, dated May 30, 2002, was introduced during the hearing.

employee must not exceed basic lost time. This Local has been directed to bring its Bylaws in compliance with the Administrative Letter.

In response to Thielen's argument that the contract does not allow Management to rescind a vacation once the approval has been issued, that rule only applies where vacations have been granted in error. If the Company makes a mistake in approving vacations, it has to adjust its manpower requirements rather than rescind the vacation. That language does not apply here, because there was no mistake. Thielen's vacation was properly denied in her own Department.

C. Rebuttal, by Eve Thielen:

The IEB argues that if a practice did exist of allowing local union officers to schedule vacations without regard to seniority, it could not be maintained. The practice continues and remains in effect for all other full-time union representatives although there is no language in the contract to support it. The IEB has never investigated this claim or suggested any corrective measures. I have never argued that I deserve to have vacation over others with higher seniority. I have only demanded that I be treated the same as the other full-time representatives. The procedure established by the contract, which provides for vacation to be granted on a strict seniority basis, is being circumvented. The IEB has simply ignored the evidence that I have submitted.

There is a full-time replacement for me in my department so a higher seniority person is not being passed over for vacation when I am granted the same week. I requested a grievance asking that I be removed from the list in my home department, but the Local refused to process it. Yet, there is no rationale for keeping me on the list. I cannot work overtime in the Department because the other employees complain about it.

The leadership uses Department 875 to evade the seniority requirements of the contract in scheduling leaves and vacations. All any leader has to do to qualify for Department 875 is to be a member of their elite group. Financial Secretary-Treasurer Bob Rosinski was mysteriously moved to Department 875 on December 16, 2002, until I brought the transfer to light. His move back to Department 816 was a superficial smokescreen, as he continues to be treated the same as Department 875 members for the purpose of scheduling vacations and leaves. The International claimed that he was placed there because he was performing contract administrative work in the plant. I have done the same kind of work as Rosinski in the plant, so this is not a meaningful distinction.

The International claims that I am treated differently than the former Recording Secretaries because I am from a skilled-trades classification. This distinction only applies to the two weeks when the plant is shut down. It does not explain why the former Recording Secretaries were not required to schedule vacations through their home department the rest of the year.

My request for vacation in 2003 was never denied in my department as claimed by the International Union. The request was approved in writing by Jackie Wilkes on April 2, 2003.

DISCUSSION

We agree with appellant Thielen that there was no basis for distinguishing between her and the Financial Secretary in the matter of scheduling vacations in 2003. The Letter of Understanding introduced by the International Union during the hearing on this appeal confirms that the Recording Secretary and the Financial Secretary were both treated as part-time employees of the Local during this period and that the Company paid each of them twenty hours per week for benefit representation activities in the plant. Furthermore, the record plainly shows that Financial Secretary Rosinski was assigned to Department 875 in 2003. There was no reason, therefore, why Thielen should not also have been assigned to Department 875 in 2003, because in terms of her compensation package, her representation duties were exactly the same as those of the Financial Secretary. There was no rational basis, therefore, for the Local Union to demand that Thielen's vacation be rescinded based on her seniority in Department 866.

The issue raised by Thielen's appeal from the settlement of Grievance 03866-04 has been rendered moot however, by the Company's decision not to continue the practice of paying the Financial Secretary and the Recording Secretary for representation duties. The Financial Secretary has been returned to his home department, Department 816, and presumably will be required to schedule his vacations through that department on the basis of his departmental seniority in the future, just as Thielen has been required to schedule her vacations through Department 866. Thus, the fundamental issue raised by Thielen's appeal has been resolved.

The controversy surrounding the issue has remained alive, however, because of the ambiguities in the Local Union's Bylaws regarding the status of the Local's employees. The question whether any employee of the Local Union is full-time or part-time ought to be answered unequivocally by the Local Union's Bylaws. However, except for the provision recently added defining the position of the Financial Secretary as part-time, the Bylaws submitted by Local 72 in connection with this appeal do not have any provisions designating which of its officers are full-time and which are part-time. In the presentation of this appeal, the parties seemed to assume that the President's position is a full-time one, but that is not specified in the Bylaws. The failure of Local 72's Bylaws to describe the basis of its officers' compensation created the appearance that assignments to the Human Resources Department were based on political alliances, rather than representational duties, and that such assignments were being manipulated to evade the seniority requirements of the contract in the matter of scheduling vacations.

The Administrative Letter submitted by the International Union during the hearing on this appeal states that compensation paid to union officials must be specified in the

bylaws. We urge the officers of Local 72 to take immediate steps to correct the deficiencies in the Local Union's Bylaws.

The appeal is dismissed as moot.