

UAW International Union

Region 8 Summer School

Mitchell Smith

Director

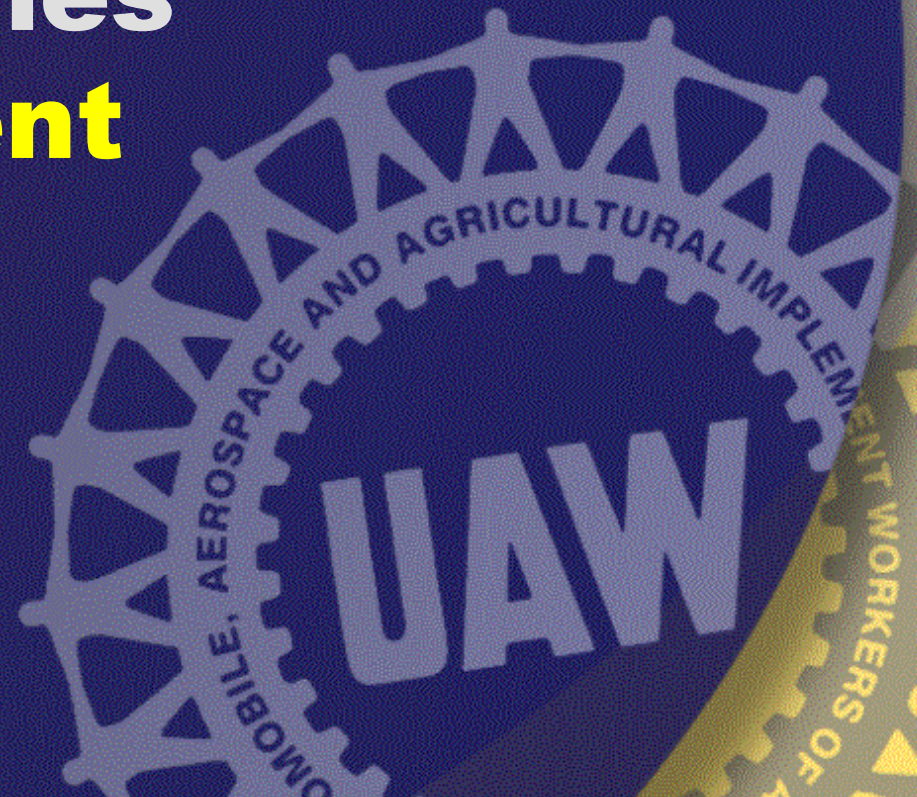
Tim Smith

Assistant Director



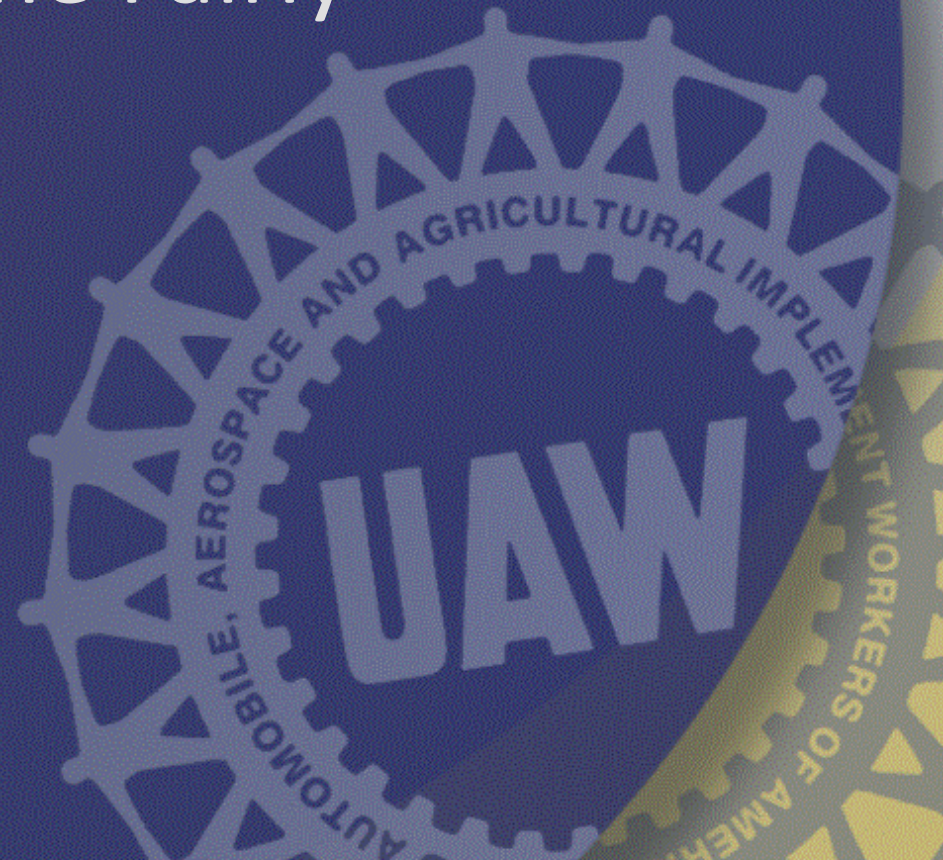
Duty of Fair Representation

Gary Jones
President

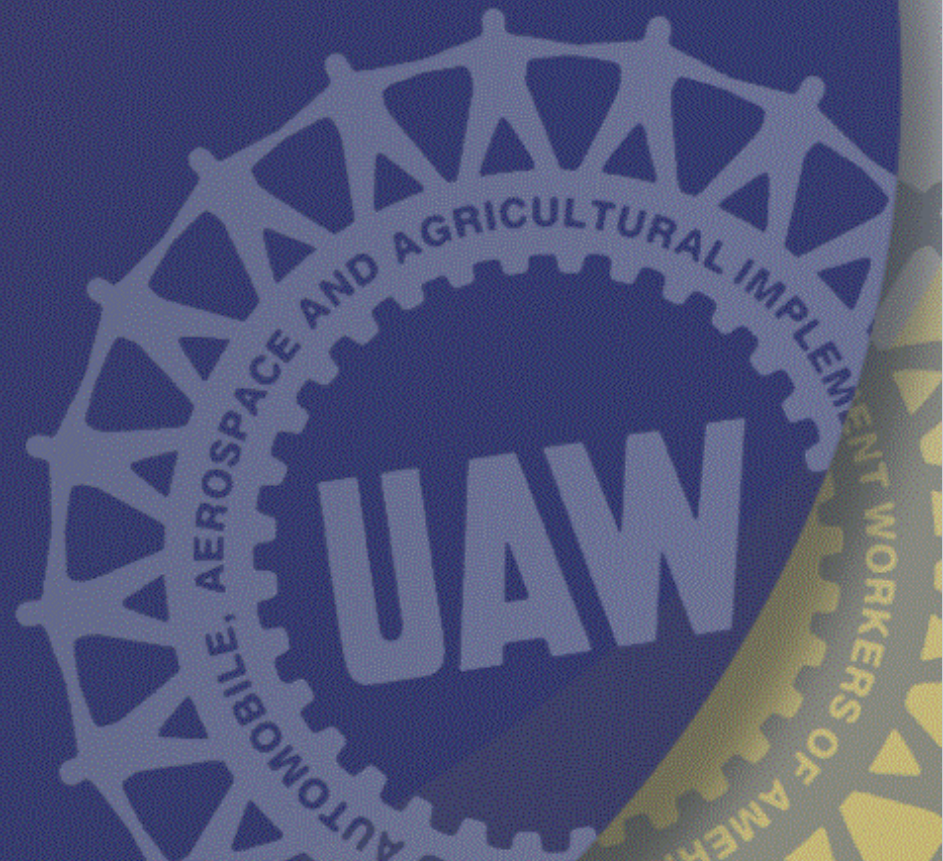


Duty of Fair Representation

- Represent Everyone Fairly
- Judicial Invention



- Section 9(a) of the NLRA

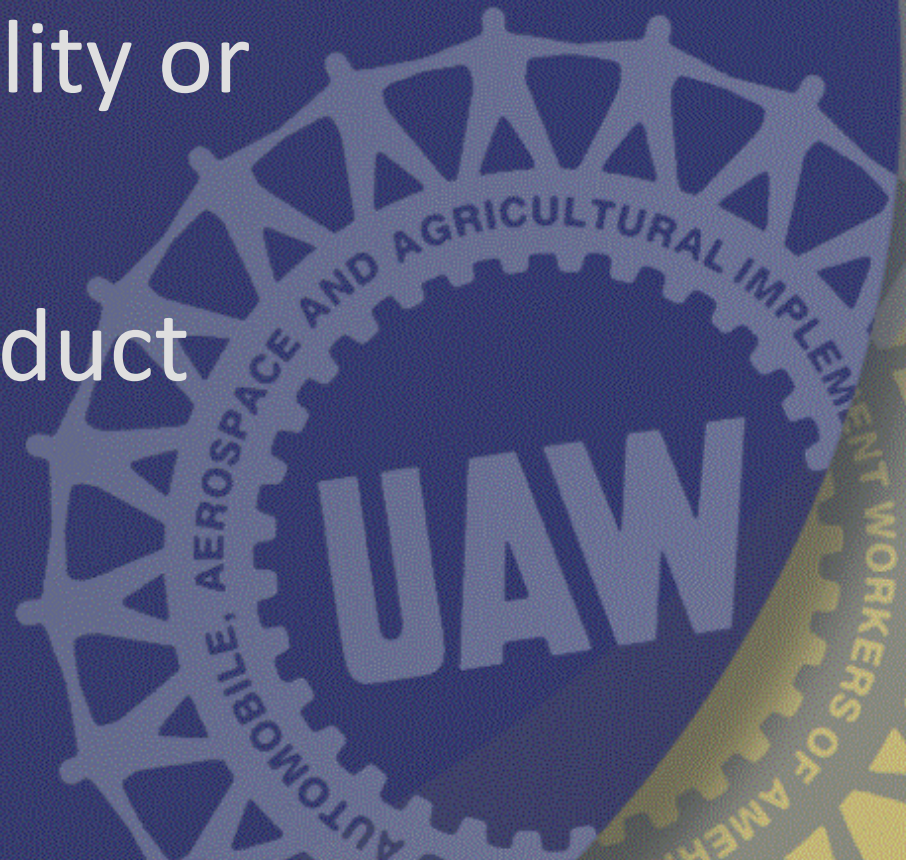


- Steele v. Louisville & Nashville Railroad (1942)
- Vaca v. Sipes (1967)



*Under the Duty of Fair Representation
the exclusive representative (Union) must:*

- Represent ALL Bargaining Unit Members
- Serve without Hostility or Discrimination
- Avoid Arbitrary Conduct



UAW Policy

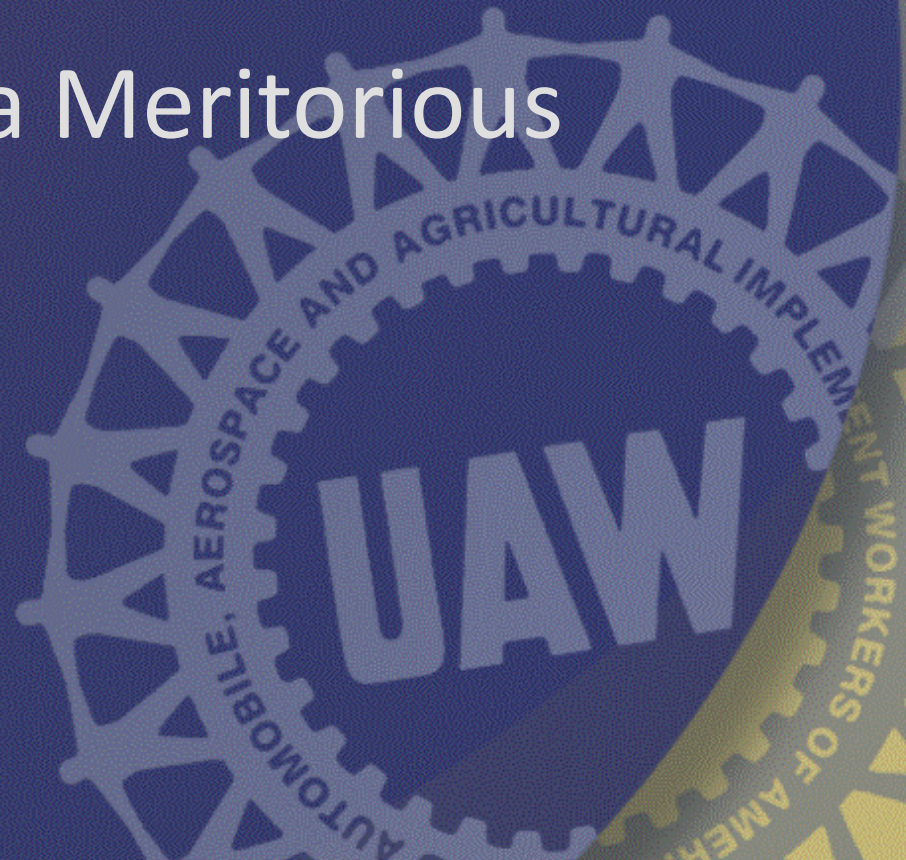
- Be an Advocate of the Member
- Believe the Member's side of the story
- Timely and Thorough Investigation
- Notes, Evidence and Witness Statements

- Honest and Nondiscriminatory
- Wide Range of Reasonableness
- Discretion



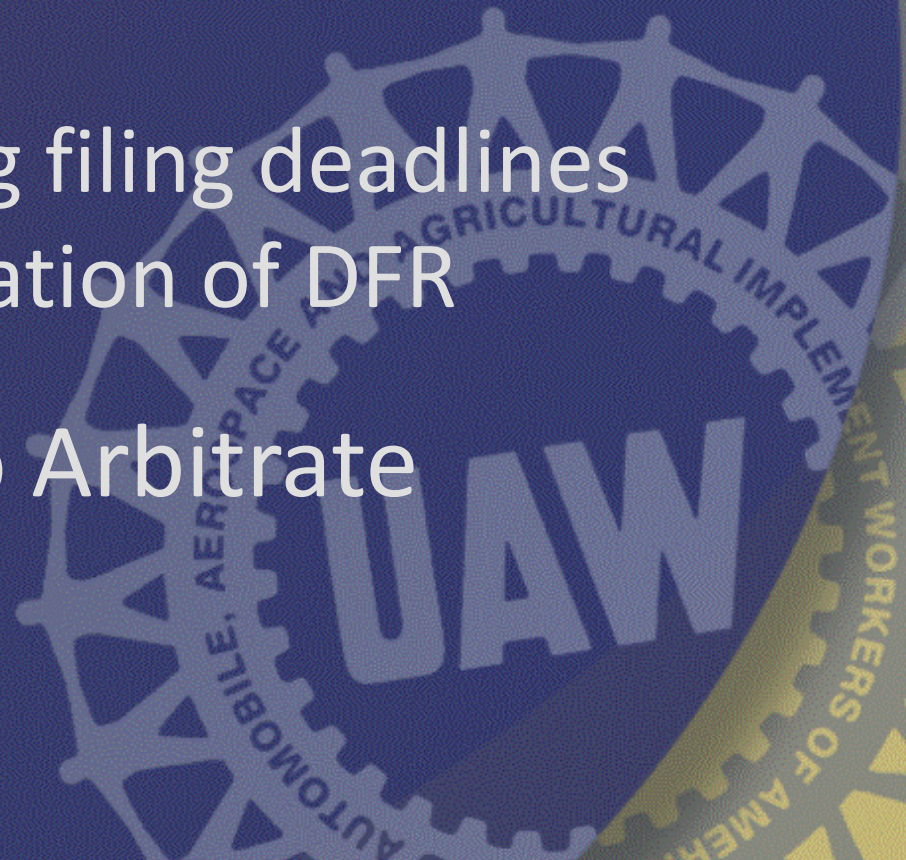
WHAT CAN'T THE UNION DO?

- Fail to Process a Grievance
- Arbitrarily Ignore a Meritorious Grievance



Examples of Permissible Conduct

- Honest Mistake
 - However, missing filing deadlines can result in violation of DFR
- Lack of Money to Arbitrate



Examples of Violations

- Arbitrary
- Hostility
- Dishonesty
- Perfunctory
- Discriminatory

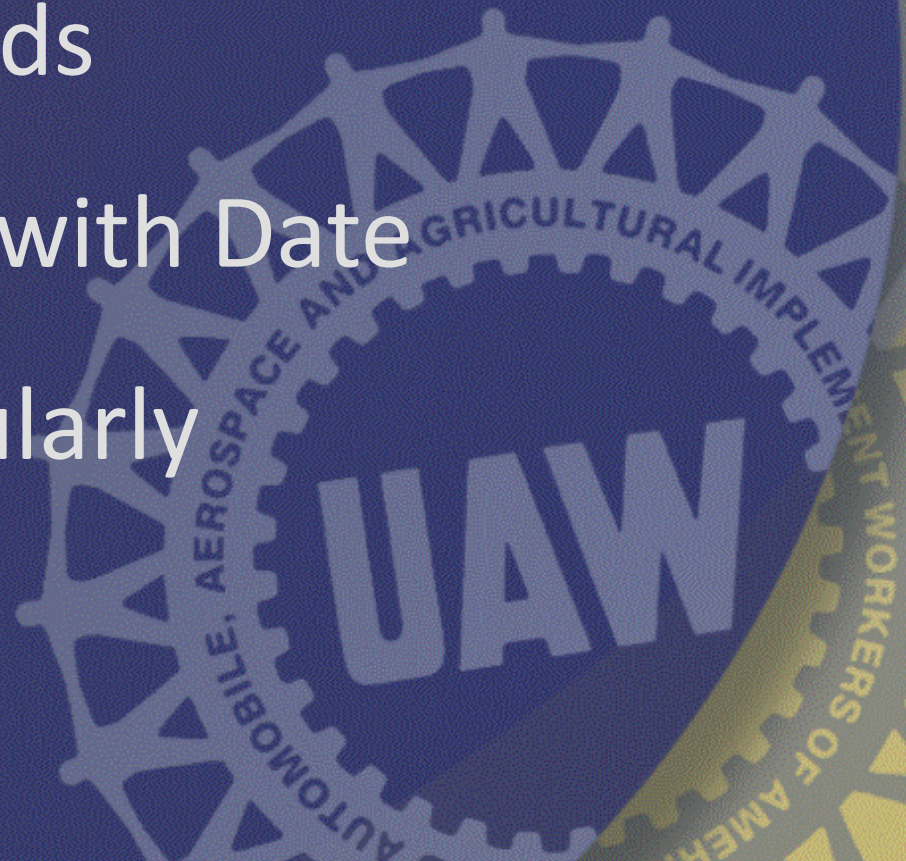


Grievance Handling



Proper Handling

- Get ALL the Facts
- Keep written Records
- Confirm in Writing with Date
- Communicate Regularly



Union's Role

- Process, Settle or Withdraw
- Choose Limit on Action
- Do Not Have to Process Every Discharge Grievance to Arbitration
- Must Have Valid and Justifiable Reason for Any Action

When the Grievance is Settled

- Notify Member Promptly
- Send Written Notification
- Document Verbal Notices Adequately
- Use Certified or Registered Mail

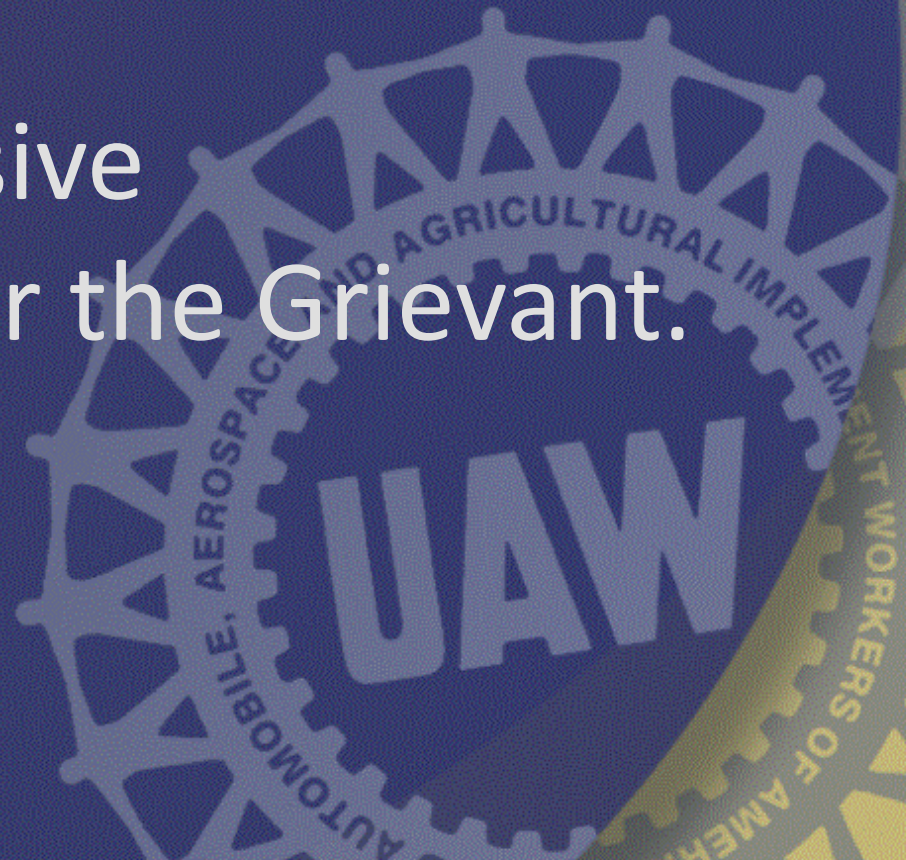
Article 33 – Appeal of Grievance Settlement

- Governed by Timing, Documentation
Critical
- Do Not Solicit Appeals

The Duty of Fair Representation

Grievance Handling

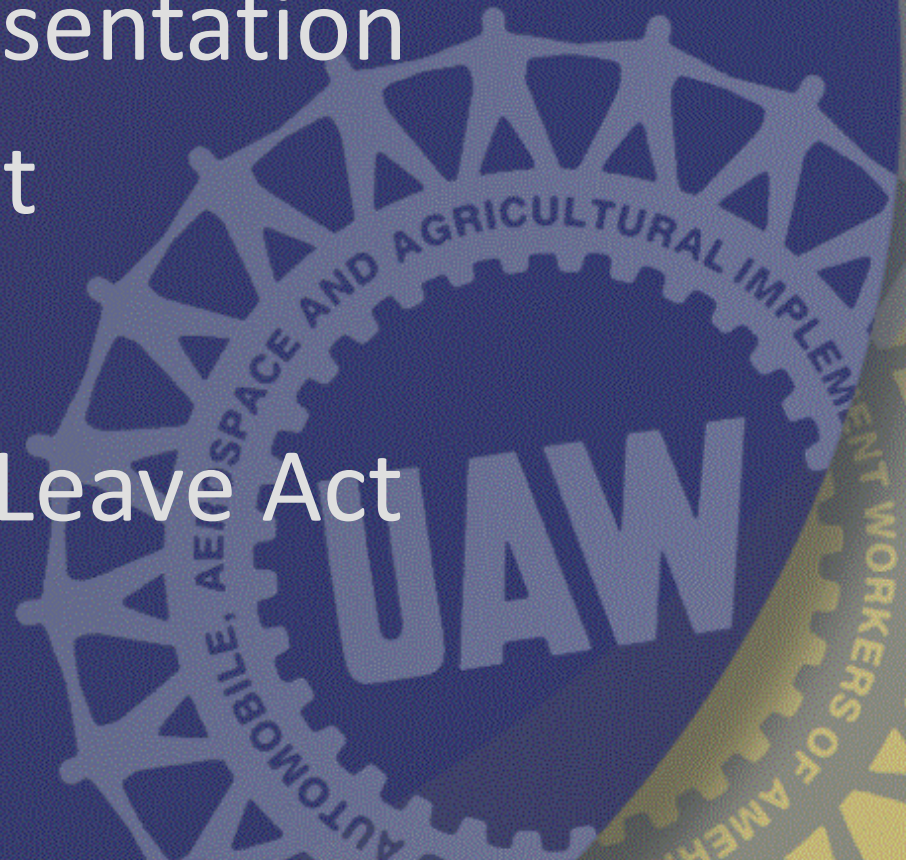
- UAW is the Exclusive Representative for the Grievant.



The Duty of Fair Representation

Refer to UAW Administrative Letters

- Duty of Fair Representation
- Sexual Harassment
- Substance Abuse
- Family & Medical Leave Act



DFR QUIZ



The CBA between the UAW and Shady, Inc. contains a wage reopener clause with a deadline of January 6. The Local Union requests wage negotiations on January 15. The Local claims that its lateness was a clerical error, and that it has newly elected and inexperienced officers.

Shady, Inc. tells the Local and the workers it would have negotiated new wages in good faith if it had received a timely request, but it refuses to reopen the CBA with the late request.

Some angry members file charges with the NLRB claiming the union breached the DFR. Are they right?

SETTLEMENT

A worker was suspended for two weeks. At the second grievance step, the company offered to reduce the suspension to three days. We think it is a fair settlement but the grievant wants to go to arbitration to get full back pay.

Can we accept the settlement?

ARBITRATION

Does the union have to allow a grievant to use his own lawyer to present his case at arbitration?

ARBITRATION

Can a local union decide not to take a case arbitration because the union is having financial difficulties?

Questions?



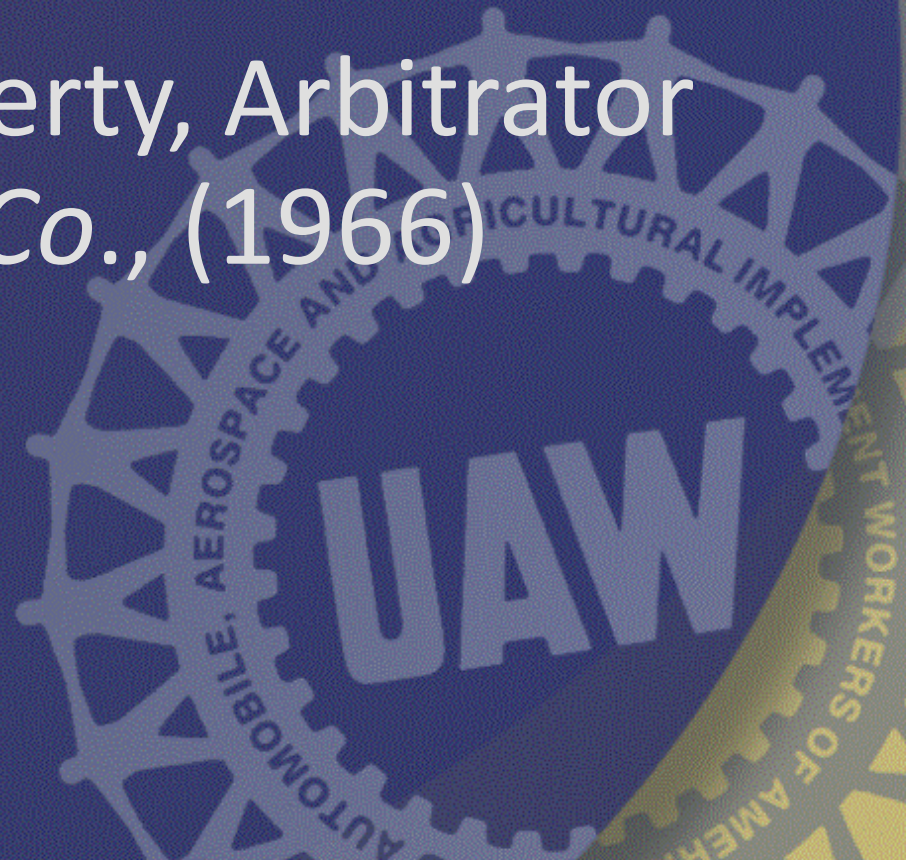
Propriety of Discipline



Propriety of Discipline

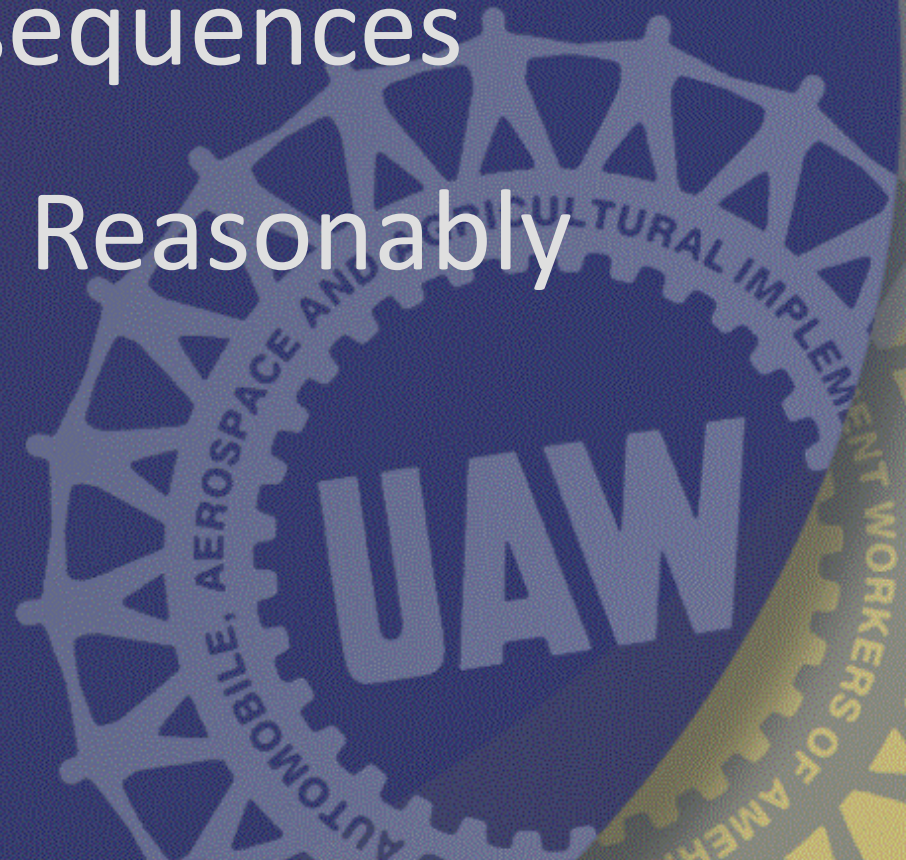
“Just Cause” Questions

- Carroll R. Daugherty, Arbitrator
- *Enterprise Wire Co.*, (1966)



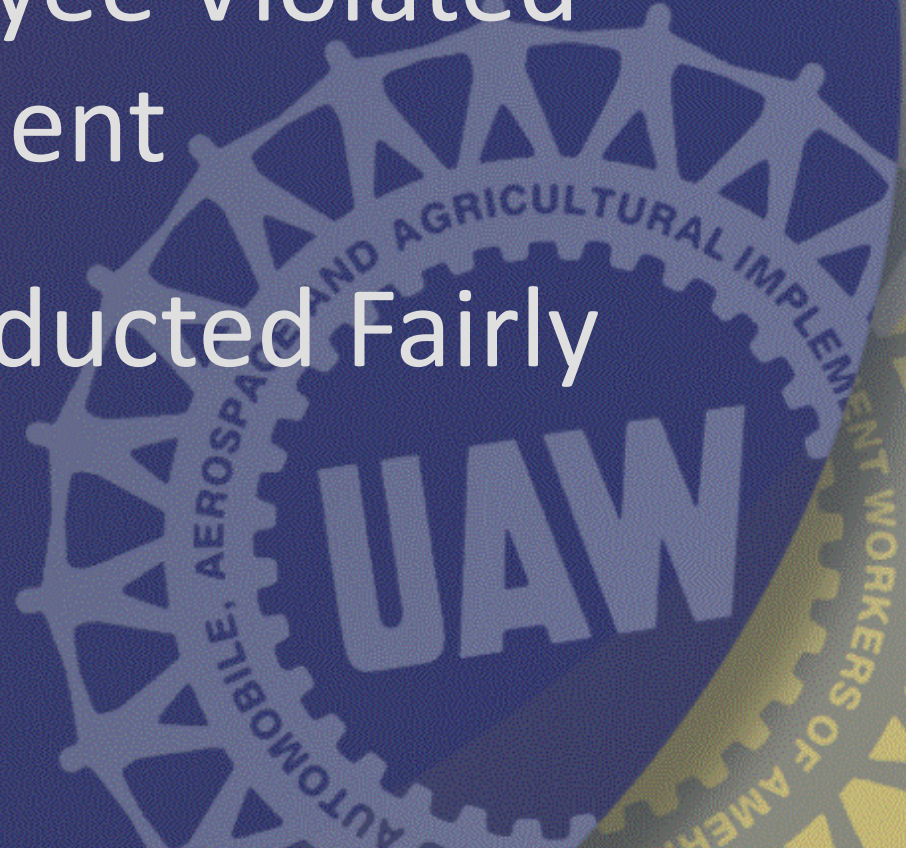
Tests For Just Cause

- Forewarning of Foreknowledge of Disciplinary Consequences
- Company's Rules Reasonably Related



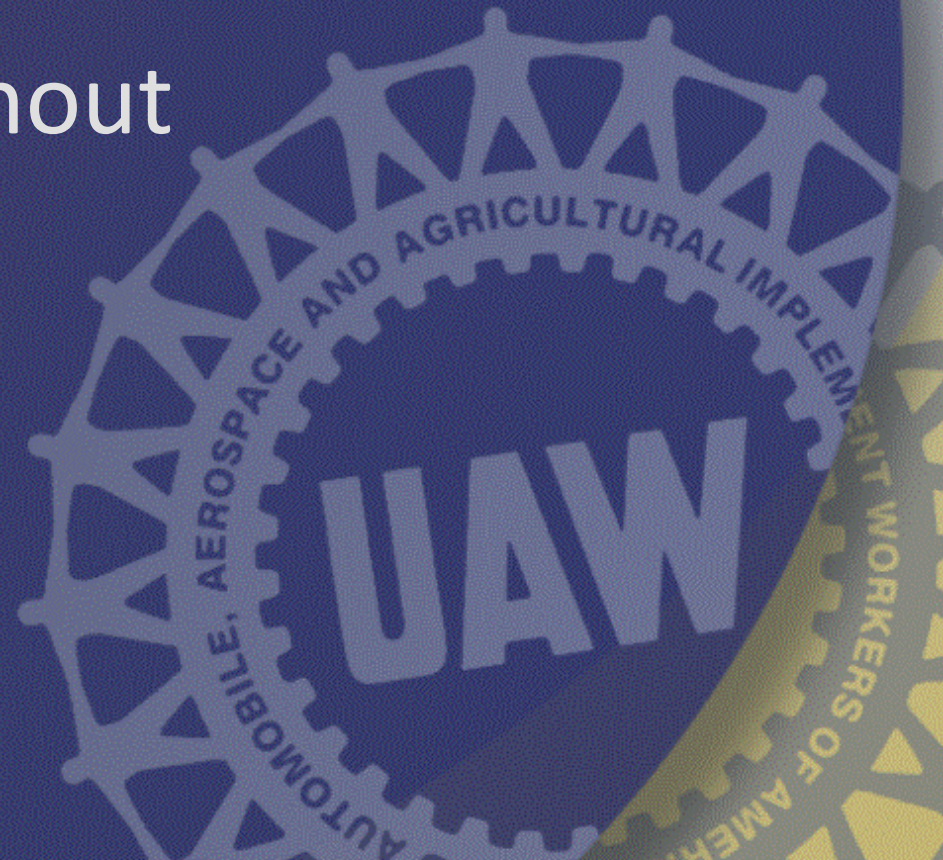
Tests For Just Cause

- Effort made by Company to Discover if Employee Violated Rule of Management
- Investigation Conducted Fairly



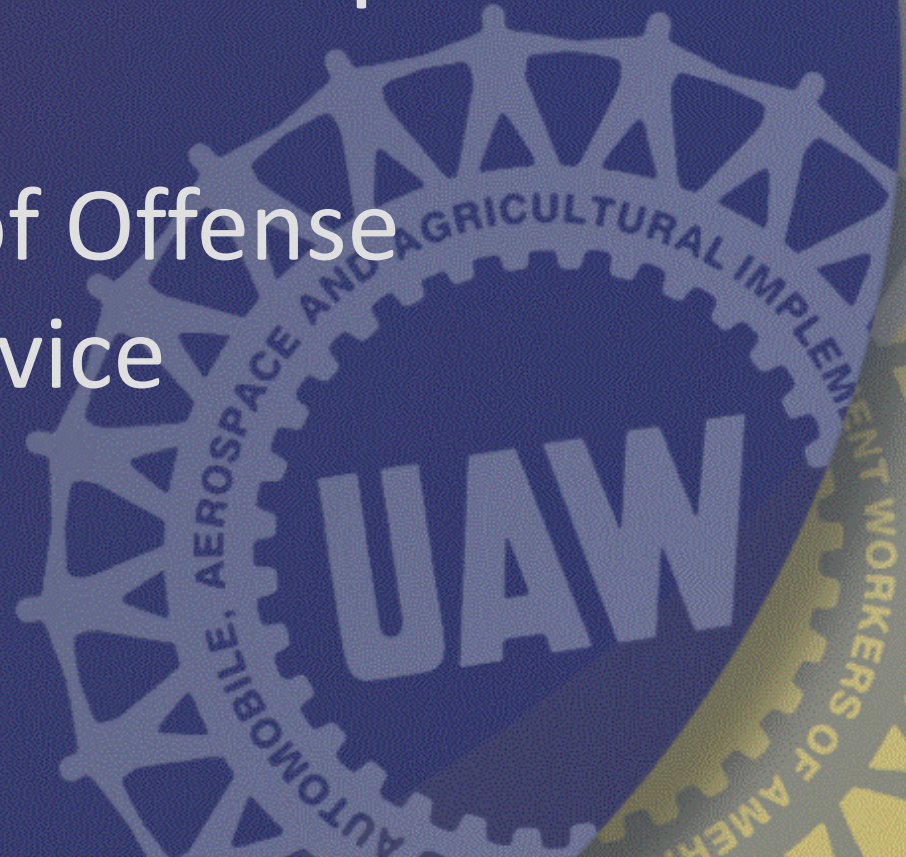
Tests For Just Cause

- Substantial Evidence Obtained
- Rules Applied without Discrimination



Tests For Just Cause

- Reasonableness of Discipline Administered
 - a) Seriousness of Offense
 - b) Record of Service



Questions?

