

## **Live Bait & Ammo #155: Mo Davison on the Downlow**

Some members at UAW Local 23 are floating a petition in hopes of helping J.D. Norman set up a scab shop and undermine the UAW National Contract by taking work from other stamping plants at scab wages. Don't be fooled by anti union rhetoric even when it comes out of the mouths of con artists like Mo Davison, the UAW Region 3 Director.

Bear in mind that this Concession Con not only nullifies Document 91—the successor clause—it wipes out the entire UAW-GM National Agreement for the affected members. What you see is what you get: 36 pages of management rights and union tail dragging.

### **The Right to Rub your Nose in It**

Paragraph 8 of the UAW-GM National agreement (management has the right to manage) is expanded under J.D. Norman's dictatorship. [Article 5: Management Rights]

“The Company reserves and retains the right to.....

“establish work schedules, working and shift hours, periods of relief....

“determine the existence, number, composition, and size of crews....

“determine or change the duties of job classifications.....

“determine whether and to what extent the work required in its business and operations shall be performed by employees covered by this Agreement.....

“transfer employees between jobs, shifts, plants, and departments in order to maintain efficient and/or economical operations.....”

### **J.D. gets Downlow with Mo**

Furthermore, Article 5 emphasizes “This right includes but is not limited to” all of the above management rights to deprive union members of union security and work rules designed over years of struggle to give labor the dignity it deserves. Which lead us to Article 6: No Strike.

While no strike language is not unusual this paragraph does not even allow work stoppage for safety or violation of production standards. It is illegal in its prohibition of “any other concerted activity” which the National Labor Relations Act protects.

J.D. thinks getting downlow with Mo means he can wag the dog but he hasn't come to a meeting at UAW Local 23 and I doubt he will. He doesn't have the balls.

The traitors who negotiated this yellow dog contract should be deprived of their membership in the UAW. They have intentionally designed a contract that will pit UAW member against UAW member, local against local, plant against plant, in a competition for lower wages, benefits, and working conditions. It's a union busters' dream and the negotiators don't belong in any parade that references Martin Luther King.

### **The Big IF**

For members expecting to retire and continue working as scabs while collecting their GM pension beware of the BIG IF. That option is “conditioned upon GM securing approval required under loan agreements.” [Pension, paragraph a.3]. “If required approvals are not obtained” those who are eligible to retire can collect their pension upon “termination of employment with J.D. Norman.” Ratify, retire, and get fired.

### **J.D. Controls Transfer Rights**

Furthermore, re-employment by GM will occur “in a manner that protects the effectiveness of the on-going operations for J.D. Norman.” [M.O.U. 5. Re-employment by GM] When you set yourself up to be a scab you sell not only your soul but your transfer rights to J.D. Norman.

The status of workers in a scab plant is essentially nonunion despite the fact they are required to pay union dues for the honor of helping J.D. Norman get rich off their wage cut.

### **Seniority and the Big But**

If you think that your seniority will be respected while working as a scab bear in mind that “Article 9. Seniority” states that employees with low seniority will be laid off first BUT “Such reduction in the workforce will be consistent with the Company’s right to maintain a workforce of employees who have, at the time of the layoff, the necessary skill sets and are capable of performing the work functions available without training.” Ratify and get kicked to the curb.

### **License to Outsource and Layoff without SUB-pay**

Furthermore, employees at J.D. Norman are not eligible for SUB-pay when they are laid off. Bear in mind that J.D. reserves the right once he has obtained GM contracts to “determine whether and to what extent the work required in its business and operations shall be performed by employees covered by this Agreement.” Which spells outsource/layoff.

### **Cross Dressing Trades**

Top that off with Appendix C—elimination of lines of demarcation—and you have a moratorium on employment at UAW Local 23. Trades will get so much cross training they’ll be cross dressing on their extended layoffs.

### **Scab Reward**

Ratify a scab contract and expect to work for less money, less benefits, under nonunion conditions and work rules. Ratify a scab contract and set yourselves up to undermine the contracts of fellow UAW members and plants where you may eventually transfer.

### **The Larger Question**

But here is the larger question: why do Local Union Bargaining Chairs permit other UAW Locals to break the national contract without protest? Under what law is this travesty of unionism allowed? Where in the UAW Constitution is the International Executive Board granted the power to destroy the union?

Law is meaningless without enforcement. UAW Local 23 showed us how to enforce. It’s up to other UAW Locals to back them up.

King and his cronies are on the downlow. It’s time for Local Unions to clean up their act.

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