

Statement of Reasons

Appeal of IEB

Decision on October 26, 2011 to dismiss the majority skilled trades “no” votes cast against the tentative UAW-Chrysler agreement, with a declaration that the contract was ratified.

Appeal of IEB

Failure, after our timely submission of our appeal on November 4, 2011, to inform Chrysler Group LLC that the agreement is being appealed and that the ratification process will not be complete until the appeal is disposed of

And/or to have allowed Chrysler Group LLC to implement the 2011-2015 Collective Bargaining Agreement, including Special Provisions Pertaining to Skilled Trades, without regard to the appeal process

Background

The UAW and Chrysler Group LLC negotiated a new National Agreement to replace the expiring 2007 agreement, announcing a tentative settlement on October 12, 2011. The UAW leadership informed the Chrysler membership of this settlement through the publication of a summary report, postings on the UAW website of the summary report as well as original contract documents, through the media and by presentations by union representatives at local union ratification meetings where the actual language of the 2011 UAW-Chrysler Contract Settlement Agreement was made available. Voting by local union memberships concluded on October 25, 2011, when the voting ended at UAW Local 140 at 5:00 pm.

At 1:00 PM on the following day—October 26, 2011—the “UAW’s local leaders decided to recommend a ratification of the full contract,” according to the Detroit Free Press. The IEB later announced the results of the vote, including the overall vote of 54.75 % “yes” and the skilled trades rejection by 55.59 % voting “no.” President Bob King announced that the IEB had investigated the reasons for the “no” votes by the skilled trades and had determined that “these reasons were predominantly economic and not unique to skilled trades members.” The IEB declared the agreement with the Chrysler Group LLC ratified under the UAW Constitution.

On November 4, 2011, George Windau, member in good standing of UAW 12 and skilled trades worker at Chrysler Toledo South Assembly Plant, and 226 other UAW skilled trades members from several locals, appealed this decision.

In Brother Windau's initial appeal letter, he indicated a Statement of Reasons would follow. The stated intent was to prepare the Statement after Appellants had reviewed the minutes of the IEB meeting in which the decision was rendered, along with the exhibits viewed and a list of those present at the meeting to confirm if a two-thirds quorum was present; and after they had also reviewed the minutes of the conference call leading up to the IEB decision and a list of those present on that call. Thus far attempts to acquire that information have been unsuccessful. Brother Windau and Co-Appellant Alex Wassell, skilled trades member in good standing at Chrysler Warren Stamping Plant, have been assured that they would receive a written response to their inquiries, but thus far they have received no written communication. [See exhibit] Therefore, in the interest of timeliness, Appellants have prepared this statement in advance of reviewing that information and may offer amendments to the initial Statement after their review of the materials sought.

The Appellants' reasons for their appeal are cited below.

Reasons

1. The last ballot on the UAW Chrysler Collective Bargaining Agreement was cast at Warren Truck Assembly Plant on October 25, 2011 at 5:00 PM, EST. The final vote count on the CBA was not known until several hours later that evening. The time frame in which the claimed investigation took place, from the time that the voting results became known October 25 until 1:00 p.m. the next day when the local leaders met and decided to recommend ratification, would allow for only the most cursory investigation. Relying on local leaders, who had practically no advance notice of the conference call, to attest to the motivation of members who voted by secret ballot, did not allow for a poll or even a statistical sample of member sentiment. Therefore the real problem is that the method of investigation used by the IEB to make their decision was one that could only offer a superficial and potentially inaccurate assessment.
2. The method of investigation and determination, in our opinion, fell short of the IEB's "three step process" described in the majority opinion of the Public Review Board Case No. 316, Poszich 1974:
"First, it is the duty of the IEB to determine the reasons for the 'No' vote. Second, it must determine the 'legitimacy' of the reasons. Finally, the IEB must determine how to proceed under the circumstances."
3. The ratification vote was conducted according to the usual practice, whereby there are separate ballot boxes for skilled trades and for production, but skilled trades workers do not cast a separate ballot on specifically skilled trades issues. If there was such a ballot, there would be no ambiguity about the meaning of their vote. Skilled trades could then register two votes—one on all the things held in common with production, and the other on just the trades issues. The IEB would know immediately if the trades workers

accepted or rejected language specific to their group. This was standard practice for members of UAW Local 12, representing Jeep workers in Toledo, until this contract.

4. Without two separate skilled trades ballots as described above, the IEB had to resort to other means to determine the approval or disapproval of the negotiated skilled trades items.
5. Relying on local leaders, who had unanimously supported the agreement, to give an accurate portrayal of the skilled trades vote was to place them in a conflict of interest. Absent the opportunity to conduct a factual investigation, they were going to be prone to recommend ratification (1) knowing full well that the IEB wanted to complete the ratification process expeditiously, and (2) being consistent with their own prior position in favor of ratification of the agreement. Given their own position and that of the IEB—on whom they rely on for various issues affecting their respective locals—it could have been predicted that they would consent to declaring the agreement ratified.
6. Normally in any dispute, the burden of proof for any proposition is on the party asserting it. Here, the IEB asserts skilled members voted down the contract for reasons not skilled-specific. Therefore, the IEB has the burden of proof on this point. Given the necessity of accurately and precisely determining whether skilled trades members had accepted or rejected the Special Provisions for Skilled Trades, the IEB in conjunction with local officials should have, at minimum, held investigatory meetings with the trades at every local to make their determination. This would be in accordance with the following interpretation:

“Where separate ratification rights have been approved for skilled trades, only skilled tradespersons may vote in such contract ratification meetings for skilled trades.
(Black Lake, 6/10/71, Pages 276-277.)

We know of no locals where such separate skilled trades meetings took place at any point in the negotiating process.

7. The IEB claims to have relied on leaflets circulated by individual tradespeople as a basis for their decision—including presumably the leaflets attached to the initial appeal. The content of these leaflets is offered as evidence that the concerns of skilled trades voters were “predominantly economic.” Yet these three leaflets, circulated by and intended for both skilled trades and production, specifically list skilled trades issues. Moreover, though these leaflets can be presumed to have influenced some of the skilled trades votes, there can be no claim that they represent an accurate barometer of how trades voted and why they voted they way they did.

8. The IEB's conclusion that the reasons behind the skilled "no" vote "were predominantly economic and not unique to skilled trades members," as stated in the UAW's October 26th press release, was not a legitimate basis for deciding that the agreement was ratified. The IEB's own past practice does not support this course. In 1989 UAW President Owen Bieber made sure that an issue that was unique to skilled trades, but that was just one of five reasons behind their "no" vote on a local agreement, was taken up for renegotiation. This occurred at UAW Local 909, which represents GM workers at a transmission plant in Warren, MI. A local agreement was passed by a very small margin by production workers but was rejected soundly by skilled trades. The local union held shift meetings to ascertain the reasons behind the "no" vote," at which time the skilled trades workers presented signed petitions specifying their demands. Four of the five demands listed in the petitions were general—i.e., contractual items shared with production. Only one of the five demands was "unique" to trades. Even though the demands were "predominantly" items common to the entire membership, the one skilled trades demand was enough reason for the Shop Committee to return to the bargaining table to renegotiate the unresolved issue. International President Owen Bieber ensured that this process was followed from beginning to end. [See Exhibits]
The course pursued here by the IEB's decision is likewise inconsistent with past practice involving national agreements, as cited by the PRB in *Poszich*. While the Majority opinion denied Appellants' claims that skilled trades rejection should have voided the entire contract, in their arguments the Board pointed to the fact that the language the skilled trades found most objectionable had been renegotiated to their satisfaction.
9. Had a proper investigation taken place, with meetings allowing a full range of opinions to be expressed, there is adequate reason to believe that tradespeople would have identified skilled trades issues among the reasons for rejecting the agreement. Among these issues would be the entirely new section entitled "Skilled Trades Rationalization." The 2007-11 CBA, upheld in the 2009 modifications, combined a number of trades and allowed some crossing of traditional "lines of demarcation." The language brought to the membership after this year's negotiations went much further, eliminating 27 classifications altogether and leaving five new consolidated classifications. Under the dictates of World Class Manufacturing, tasks traditionally performed by trades are now assigned to production workers. The real problem for trades workers, including the 227 initial appellants, was in the rationalization, some potential consequences being:
 - the decimation of the current trades workforce
 - few, if any, opportunities for production workers to advance
 - the weakening of and "cutting corners" on safe practices, raising the risk of serious injury to both trades and production
 - increased on the job stress
 - compromising of professional standards

- heightened risk of major equipment damage, with the consequences borne by all UAW members

If meetings had been held, skilled trades members would also have been able to assert that they voted fully aware that a reopening of negotiations would not take place in a traditional setting. Skilled trades members understood that the open issues could ultimately be placed in the hands of an arbitrator per the 2009 modifications to the 2007 national agreement. It should have been up to the membership whether or not to risk the consequences of binding arbitration. By arbitrarily announcing the agreement “ratified,” the IEB foreclosed on that option.

10. It is in the interest of the leadership and membership alike to maintain and promote the greatest democracy possible. For the sake of our union, the IEB should avoid even the appearance of being undemocratic, and ensure conformance with the requirements of the Constitution. The practice of democracy as it pertains to the rights of the minority—specifically here the skilled trades as outlined in the Constitution—is essential for sustaining the trust invested in the union by the membership.
11. A proper investigation would have enabled the National Bargaining Council to better represent the membership in its negotiations with Chrysler. Fair representation—which is after all the primary objective of workers who join and stay in unions—was severely compromised.

Conclusion

The Appellants conclude that the October 26, 2011, IEB decision to declare ratified the 2011-2015 Collective Bargaining Agreement between the Union and Chrysler Group LLC constitutes a violation of article 19 Section 3 of the Constitution of the International Union, UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (UAW). We consider the decision of the IEB to be incompatible with our core principles of union democracy, fair representation and labor solidarity.

In our opinion, the membership has been gravely harmed by the IEB’s ruling. Further damage occurred when the Union presumably did not inform Chrysler Group LLC that the ratification had been appealed on November 4, 2011 and could not go forward. In any case Chrysler Group LLC has been allowed to move forward in the implementation of the CBA, including its components pertaining only to skilled trades, over the trades members’ democratic objections and in disregard of the appeal process.

Thus in order to prevent further and possibly irreparable damage to the membership, we ask the following:

1. All of the language pertaining to skilled trades be declared not ratified.
2. Chrysler Group LLC be informed of the need to suspend implementation of the skilled trades language in the agreement.
3. The IEB immediately conduct local union skilled trades meetings for the purpose of determining the reasons the agreement was rejected. If the trades workers do indeed identify the issues particular to them over which they cast a “no” vote, the IEB should seek recommendations at the same meetings for an agreement that would be acceptable.
4. The Chrysler bargaining team return to the negotiations with the company and put forth a good faith effort to win a skilled trades supplement that can win the support of the skilled trades workforce. When a new tentative agreement is reached, submit it for ratification.

We thank you for your time and consideration.