

DETROIT REVOLUTIONARY MOVEMENT RECORDS

BOX 2 OF 16

FOLDER 35

JORDAN SIMS DISMISSAL

APPEAL BD CASE 5351 UNION

BRIEF 1970

John Taylor
10384 Maple
48204
935-0208

In the Matter of the Discharge *
of Jordon U. Sims *

APPEAL BOARD
CASE 5351

On May 13, 1970, Mr. C. E. Polsgrove, Labor Relations Supervisor, advised Alternate Plant Shop Committeeman, Howard J. Willis that the Corporation's disposition of the Union's protest letter on the discharge of Jordon Sims, Shop Committeeman (Badge No. 27-3779, Seniority 4-24-48, Classification #1956) was denied.

Mr. Polsgrove further stated that the Corporation's investigation of the Sims' case revealed that Mr. Sims was discharged on May 6, 1970 for his alleged leadership role in a work stoppage and that Mr. Sims directed employees to leave the plant on May 1, 1970 and discouraged employees from entering the plant on May 4, 1970. Mr. Polsgrove further stated that the Corporation could not be held responsible for the work stoppages as the Union contends in its grievance. The Union would like to point out that the grievance submitted by the Union on behalf of Mr. Sims, dated May 13, 1970, charges the Corporation Management of the Eldon Avenue Axle Plant as being solely responsible for the work stoppage of May 1, and May 4, 1970.

UNION STATEMENT OF FACTS

It is extremely important to review conditions at Eldon Avenue Axle, particularly the attitudes of top plant Management

Union's Brief
on Sims

CASE NO. 5351

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representatives and the filtering of their policies to line supervision. The plant Personnel Director and Labor Relations Supervisors have failed miserably to implement at all or in a reasonable and timely fashion the terms and conditions of the National Agreement, the Local Supplemental Agreement, as well as the terms of dispute settlement agreements.

On many occasions the officers of Local 961 have complained that foremen at the first and second step of the Grievance Procedure fail and refuse to acknowledge their responsibilities to discuss with Chief Stewards grievances referred to them. Written grievances are not answered within the prescribed time limits. Foremen refuse to discuss grievances with Chief Stewards or give time to investigate grievances. Written grievances are answered by someone other than the foreman.

Foremen reflect the attitude and policies of Eldon Avenue Axle Management. A policy of total disregard and disrespect for the Grievance Procedure, the agreements, Union representatives, and employees. In-plant conditions, safety, and general house-keeping are the worst of any plant in the Corporation.

In 1967 negotiations, Eldon Avenue Axle was one of several plants that did not conclude Local negotiations until a deadline was set by the International Union. A strike was authorized in the event an agreement was not concluded by November 30, 1967 at 10:00 a.m. An agreement was reached during marathon negotiations, short of the deadline.

Important to the Union, the Bargaining Committee, and workers of the plant in those negotiations was not only the correction of in-plant safety and health conditions, but compliance with the commitments the agreement to do something about in-plant conditions. Three issues alone were involved in the November, 1967 Agreement, although there are others, exemplify Eldon Avenue Axle Management's attitude and total disrespect for the agreements.

Eldon Avenue Axle Management in 1967 agreed to, "keep all restrooms, canteens, designated eating areas, and drinking fountains in a clean and/or orderly condition at all times . . ."

Eldon Avenue Axle Management in 1967 agreed that,

". . . efforts will be made to continue to control the oil and water on the floors in Departments 73, 74, and 75, and that they will set up a continuing program to maintain these departments in a clean and safe condition.

"With respect to the area about the west line of the Bullards in Department 73, Management said that the sumps (sic) will be pumped every working day, that a new concrete deck, a system for removing chips and oil, and a couple of new Bullards will be put in, in the near future.

"Based on the foregoing the Union withdrew Grievance Nos. 65-23, 65-24, and 65-25."

Eldon Avenue Axle Management in 1967 agreed that,

"A stepped-up program will immediately be initiated to provide for improved maintenance and repair of factory hilos and worksavers.

"The check-list procedure will be continued. Drivers will not be required to operate hilos and worksavers which have been reported

and verified unsafe because of defective brakes, steering, hoists or other major defects.

"Any unsafe hilo or worksaver mentioned above shall be 'red tagged' by the appropriate supervisor so that all operators are aware of its unsafe condition."

Eldon Avenue Axle Management has not, since the November 30, 1967 Local-Plant Agreement, demonstrated or made any reasonable effort to implement the above commitments or any other commitment for that matter.

Eldon Avenue Axle Management's complete and total disregard of its obligations has fostered and festered intolerable and challenging Union-Management relationship. Crises bargaining is the order of the day at Eldon Avenue Axle.

On June 5, 1968 the Union presented a Special Conference Agenda. Meetings continued, intermittently, until January 31, 1969 at which time a Memorandum Agreement was reached. Less than 10 months later, on November 17, 1969, the Union presented another Special Conference Agenda. A series of meetings were scheduled concluding with an Agreement of January 16, 1970.

Hereto, as in the November 30, 1967 Agreement, the Union complained about the Company's failure to comply with the commitments of maintaining the housekeeping agreements as well as to service plant equipment. Eldon Avenue Axle Management had failed to implement the Agreements of November 30, 1967 and January 31, 1969.

The Company failed also to implement similar conditions of another Memorandum Agreement dated January 16, 1970. Special Conference meetings resulting in this later agreement began on November 17, 1969.

The inability of Eldon Avenue Axle Management to carry out the items of the November 30, 1967 and subsequent Memorandum Agreement, prompted a fourth series of Special Conference meetings beginning on May 11, 1970 and ending July 9, 1970. The July 9, 1970 Agreement acknowledged that the Company must find ways and means of implementing the Memorandum. The July 9, 1970 Agreement was prefaced with the following statement:

"During this conference, many questions were raised regarding the Memorandum of Understanding, dated January 6, 1970. It was the general consensus of both parties that the Memorandum, in and of itself, was basically a very constructive document designed to correct plant problems. The problem confronting us today is ways and means of implementing the Memorandum. Meetings will be conducted to re-explain and re-emphasize the intent and purpose of this document."

The following statement is also incorporated:

"The Eldon Avenue Axle Plant is taking determined steps to improve the plant's working conditions. We are aware of a number of safety and housekeeping items needing attention and some major items are set out in this Exhibit."

Additionally, specific assignments of the janitorial work force and schedule for completing safety and housekeeping items

were incorporated in the Agreement.

An unfortunate and fatal accident focused attention on the Company's neglect to implement preventive maintenance agreements. The UAW's Safety Director was requested to investigate the in-plant accident. His report was not complimentary to the Company (Union Exhibit "A"). A crash program was to be immediately instituted to repair the equipment and to follow with a regularly scheduled maintenance procedure. The Safety Director observed, in his inspection of the jitneys, that the plant was in "horrible condition." He noted in his report that there was "dangerous drainage of oil off the scraps onto the aisles and traffic ways . . ."

On June 2, 1970 several representatives of the International Union toured the Eldon Avenue Axle Plant. They inspected the first three jitneys which they approached. One had no brakes, the second had a leakage in the hydraulic lift, the third had no emergency brake and faulty steering mechanism. These faults were pointed out to the plant Personnel Director, who accompanied the inspection. He excitedly went through the exercise of calling the Jitney Repair Shop.

The drivers, upon questioning, stated that their foremen were aware of the conditions of the jitneys but nevertheless instructed the drivers to use them.

Four times over the Union attempted to direct Management's attention to unsafe, hazardous, and unsanitary conditions.

Four times via Special Conference meetings the Company agreed to implement corrective measures. A similar record may be cited on faulty jitneys as well as other issues.

On September 10, 1969, Arthur Hughes, Assistant Director of the UAW-Chrysler Department, wrote a letter to Gervid Atkinson, Manager of Chrysler Central Labor Relations Office. Mr. Hughes brought to Mr. Atkinson's attention Eldon Avenue Axle Management's violation of Section (34) of the National Agreement (Union Exhibit "B").

The Union's experience at Eldon Avenue Axle does not suggest that the Company is desirous of promoting or demonstrating any respect for or to honor the terms of collective bargaining agreements. Certainly Management shows no regard whatsoever for the terms of negotiated agreements, the bargaining committee, or the welfare of the employees.

The examples cited above are typical of Management's attitudes toward the handling of grievances referred through the established procedures -- a completely and totally negative position. A position which can only foster retaliatory action. Should Eldon Avenue Axle Management be allowed to breach agreements with immunity?

Union Exhibit "C" is an article from the Local paper written by Mr. Jordon Sims, dated February 12, 1969 and March 12, 1969.

On April 15, the Bargaining Committee was in the plant waiting to meet on a Special Conference when the Scott-Ashlock incident

occurred. To briefly explain the Scott-Ashlock incident, the Union submits report dated July 28, 1970 from Homer Jolly, UAW International Representative of the Chrysler Department.

On April 16, 1970 with the Scott-Ashlock incident unresolved, the failure of the Eldon Avenue Axle Management to live up to the past Memorandum of Understanding, their refusal to meet on these problems, Labor Relations representative, Carl Polsgrove's arrogant attitude when he stated to the Bargaining Committee regarding the Scott-Ashlock incident that, "Any foreman or supervisor has a right to defend himself against any employee and even attack the employee, if necessary, if in the supervisor's judgement it appears that the employee is a threat to him," a complete deterioration of a viable working relationship between Management and the Union was evident.

When the Eldon Avenue Management refused to hold off the suspension of Scott and refused to bargain on the violation of Understandings and other plant problems, President Richardson informed the Corporation not to hold the Union responsible if a work stoppage occurred. When Mr. Scott was notified that his suspension was changed to a discharge, a work stoppage occurred on April 16, and continued until April 17, 1970. Because of this work stoppage, 12 Union representatives were discharged on May 1, 1970.

Listed are the names and titles of those discharged on May 1, 1970:

H. Willis, Chief Steward
G. Bauer, Chief Steward
J. Ingram, Chief Steward

C. Horton, Chief Steward
J. Moffett, Chief Steward
G. Moise, Chief Steward



Inter-Office Communication

July 28, 1970

To Jim Cichocki
From Homer Jolly
Subject REPORT OF SCOTT-ASHLOCK INCIDENT

On the morning of April 15, 1970 employee Scott came to the cafeteria (A) in search of his Union representative because of a dispute he was having with his foreman, Ashlock. Mr. Scott claimed that Foreman Ashlock reprimanded him for not keeping up with production and told him he had better find another job other than with the Chrysler Corporation.

Ashlock further stated that if he, Scott, came to work that night, he would have him removed from the plant. When Mr. Scott began to discuss the matter with Ashlock -- Ashlock turned around and walked away. When Mr. Scott attempted to follow Foreman Ashlock, he ordered him back to his job. (This is the way foremen generally treat the employees at the employees at the Eldon Avenue Axle Plant.)

Mr. Scott returned to his job and finished the shift. After punching out, he walked back to Foreman Ashlock's desk to find out if he was still employed since Foreman Ashlock had threatened to remove him from the plant if he came to work that night.

Foreman Ashlock became enraged that Mr. Scott had the nerve to come back and talk about the threat he had made to him. A heated exchange of words took place. Foreman Ashlock stated that he felt Mr. Scott may have wanted to attack him physically and that Mr. Scott may have had a knife in his pocket. Foreman Ashlock then stated that he walked about eight to twelve feet to a conveyor line, got a pinion gear from the line, and returned with the pinion gear to confront Mr. Scott with the gear in his hand. He told Mr. Scott he would bash his head in. At this point Mr. Scott put his hands over his head and backed away. Mr. Scott asked Foreman Ashlock why was he threatening him. This incident was observed by another foreman, Don Kepler.

Don Kepler came between the two men and took the pinion gear from Ashlock. This gave Mr. Scott a chance to leave the area.

To: Jim Cichocki
July 28, 1970

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Mr. Scott immediately looked for his Union representatives. With his Committeeman, Charlie Thornton and his Chief Steward, C. Ward, they returned to the Production Office to discuss the actions of Foreman Ashlock. When they entered the office, they informed General Foreman R. Dembrowski of the incident that occurred between Foreman Ashlock and Mr. Scott and that Foreman Ashlock had threatened employee Scott. Upon hearing all the facts in the incident, General Foreman Dembrowski stated that Mr. Scott could have had a knife in his pocket and his foreman had a right to defend himself.

He claimed an "implied threat" was evident and that he would have to suspend employee Scott and there there was no need for further discussion. Dembrowski ordered Foreman Ashlock to draw up the necessary papers to implement the suspension. Plant Protection was called.

Jordon Sims, Chairman of the Shop Committee, was walking past the Production Office and asked Committeeman Thornton, "What seems to be the problem?" He was told that he was taking a statement from Mr. Scott on the events that had led to the suspension of Mr. Scott and that Management refused to discuss the case with him and had called Plant Protection to escort Mr. Scott from the building.

Mr. Sims took the matter of refusing to bargain with the Union to General Foreman Dembrowski and Foreman Ashlock. Mr. Sims was told, "It's none of your business." Mr. Sims then took Mr. Scott and Committeeman Thornton to Superintendent Slewinski's office in an attempt to get Management to bargain on the issue and at least try to resolve the incident. Superintendent Slewinski's first remarks were, "There is nothing to discuss as far as I'm concerned." He then stated that Scott was suspended and that the Corporation would not tolerate employees threatening their foremen and that he will always back his foremen up.

The case was immediately sent to Labor Relations. Foreman Ashlock left the plant and Scott was suspended on April 15, 1970. On April 16, 1970, his suspension was changed to a discharge.

The manner in which Management handled this problem is clearly indicative of the lack of respect for or recognition of this Union and the low regard it has for the Union representatives and their employees.

To: Jim Cichocki
July 28, 1970

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Since a special conference was scheduled for the morning of April 16, 1970, to discuss the violations of Memorandum of Understanding that was recently negotiated on January 16, 1970 and other past Memoranda, Local Supplementary Agreements, Violation of the National Agreement and numerous other problems developing in the plant, Management was told by the Local officers on April 15, 1970 that this related problem of the Scott-Ashlock incident could be discussed at the special conference on April 16, 1970.

As previously arranged with Local Management (Polsgrove, Hafner, and a representative from the Huber Foundry Personnel Department) on April 16 at approximately 9:00 a.m. the Plant Bargaining Committee (officers and Shop Committee) waited in the Labor Relations office. The representatives from Management completely ignored the officers and Shop Committee and would not meet as scheduled. After waiting three hours, President Richardson went to the office of Polsgrove and asked why they were not attending the meeting. Polsgrove shut the door in President Richardson's face. Approximately 25 minutes later a Management representative came to the Labor Relations office and informed the Local officers and Shop Committee that they were busy and had other meetings scheduled. He informed them they could meet with Mr. Virgil Anderson of the Huber Foundry Personnel Group in Polsgrove's office.

The meeting took place with Anderson and it was not attended by supervisors of Labor Relations, Hafner and Polsgrove.

Jim, I have investigated the facts as stated in this report and discussed with Highland Park Labor Relations and they agreed that in their investigation of the Scott-Ashlock case the facts were the same.

As you know, Mr. Scott was reinstated with full back pay and Foreman Ashlock was moved from that department and later moved from the plant. This again proves to me that the attitude of Management at that plant is responsible for the problems we are having at Eldon.

HJ/kep
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A. Ostrowski, Alternate Committeeman D. Johnson, Alternate Comm.
T. Moore, Chief Steward R. Thomas, Chief Steward
J. Thomas, Trustee W. Sparks, Chief Steward.

MAY DAY

On May 1, 1970 the monthly meeting of the Detroit Metropolitan Area Shop Committees was held at Dodge Local 3. All the Shop Committees from the Chrysler plants attend these meetings. On this day, Local 961 Shop Committee members were in attendance. These meetings normally start at 9:30 a.m. The purpose of these meetings is to exchange experiences and problems confronting the various Shop Committees throughout the Metropolitan area. We point this out to the Chairman because this is where the incident of Mr. Sims' discharge began.

On the same day the Eldon Avenue Axle Plant Management, namely, Messrs. Anderson, Hafner, and Polsgrove, while meeting in a 4th Step with the officers of the Local Union requested a special meeting that afternoon with all the Bargaining Committee to notify the Union of Management's right under Section (7) to discipline members of the Union for the April 16-18, 1970 work stoppage and to implement disciplinary action on May 1, 1970.

President Richardson immediately called Dodge Local 3 and attempted to reach the regular members of the Shop Committee. He was successful in reaching J. Sims and C. Thornton. The remainder of the Shop Committee had left and could not be located.

Messrs. Sims, Richardson, and Thornton arrived at the Eldon Avenue Axle Plant at approximately 3:00 p.m. The meeting

began with the discussion of the April 16 walk out and the violation of Section (5) of the National Agreement. The Corporation representatives stated the purpose of the meeting was to notify the Union that disciplinary action was being taken against members of the Local Union who were responsible for the April 16-17 work stoppage and that there would be no discussion of the disciplines. They reiterated that the meeting was called only to notify the Union of the implementation of the disciplines. When President Elroy Richardson tried to explain that the walk out of April 16 was uncontrollable because of Management's violation of the Memorandum of Understanding and the Scott-Ashlock incident, the representatives of Management told Mr. Richardson and the other Union officers that they were not going to discuss the facts in the case at that time and would gladly meet with the Union some time during the following week.

When the Corporation refused to meet and discuss the merits of the disciplines imposed on the individuals involved and give the Union a chance to point out why the walk out in April took place, pandemonium broke loose. A heated discussion ensued concerning the Corporation's action at this time. During this heated discussion, President Richardson and the other members of the Committee that were present asked Messrs. Anderson, Hafner, and Polsgrove if they could not possibly hold off on the disciplines until all the members of the Bargaining Committee were present so the Union could deal with the unanimous problem on such short notice. Mr. Richardson pointed out that disciplining employees at the end of their shifts would create turmoil in the plant, and he would need the weekend to

prepare the Leadership for the discipline and prevent another walk out. President Richardson pleaded with Management to postpone the disciplines until Monday, May 4, 1970 in order to give the Local officers time to discuss the disciplines and their merits with the entire Bargaining Committee in attendance.

Mr. Richardson's request was taken into consideration by Anderson, Hafner, and Polsgrove, and the meeting was recessed temporarily by Management. When Management Labor Relations' representatives returned to the meeting, they flatly refused to consider Mr. Richardson's request to postpone the disciplines until Monday, May 4, 1970. Mr. Richardson tried to explain that by implementing the disciplines at that time so late in the afternoon and without discussion, it would be impossible for the Union to be held responsible for any action the employees might take. The Corporation would have to assume the responsibility for any action taken by the employees.

Mr. Richardson again asked Messrs. Anderson, Hafner, and Polsgrove if they would postpone the disciplines until Monday, May 4, 1970. This request fell on deaf ears. At this point the meeting was adjourned at approximately 5:30 p.m. President Richardson then asked Mr. Polsgrove if he would excuse the Union officers present at the meeting and all the Chief Stewards on the second shift for Union business. All the Chief Stewards were excused and cleared to leave the plant to go to the Local hall.

As Mr. Richardson was leaving the plant, Mr. Anderson asked him if he was interested in talking. Mr. Richardson stated that

he was always interested in talking. Mr. Richardson again pleaded with Mr. Anderson to postpone the disciplines until Monday. Mr. Anderson told him that as much as he wanted to, he couldn't. Mr. Richardson then left to attend the meeting at the Local hall of the second shift Chief Stewards and officers and Committeemen.

At the meeting in the Local hall President Richardson explained that the Company representatives would not listen to his request to postpone the disciplines until Monday. The Leadership in attendance at the meeting voted unanimously that if anyone was discharged for the Scott-Ashlock incident, the plant would be shut down.

President Richardson told the second shift Chief Stewards not to go back to work with a "chip on their shoulders" and to "cool it" until Management started implementing the disciplines.

When the Chief Stewards returned to the plant at approximately 8:00 p.m. they were all placed under surveillance by Management representatives. Each Chief Steward had either a General Foreman or Foreman follow him around all evening. The foremen will verify that no one walked out of the plant and these foremen observed the Stewards telling the people to "cool it."

At approximately 10:00 p.m., Friday, May 1, 1970, the Management began to notify Chief Stewards on the second shift that they were to take their hats and coats and report to the Labor Relations office. When they asked why, they were

refused an answer. One by one, the Chief Stewards were taken in to the Labor Relations office where Messrs. Anderson, Hafner, and Polsgrove were present. They read the following statement:

"Supervisor's Report:

Employee's Name _____ Badge _____ Plant _____

"On April 16 and 17, 1970 you participated in a leadership role in an unauthorized work stoppage at the Eldon Axle Plant in violation of Section (5) of the National Agreement between Chrysler Corporation and the International Union, UAW, dated November 10, 1967.

"In view of the seriousness of your action and direct participation in an unauthorized work stoppage and after review of your past record, you are being discharged effective this date.

C. Polsgrove
Labor Relations Supervisor"

After the statement was read, the Chief Stewards were told to leave the plant by the front door.

This again indicates Management's attitude towards the Union -- "Leave by the front door, " -- at no time when an employee is discharged is he made to leave by the front door. Management also violated a basic right that our members have. Section (54) of the National Agreement clearly states that anyone being discharged (including Chief Stewards) would have the right to discuss the discharge with his Union representatives.

Section (54) reads as follows:

"Union Representation

The employee may ask to discuss his suspension, disciplinary layoff or discharge with either the Chief Steward or Plant Shop Committeeman for the district and the management will designate an office where he may do so before he is required to leave the plant. Upon request, the employee's foreman or other designated representative of management will discuss the suspension, disciplinary layoff or discharge with the employee and the Chief Steward or the Plant Shop Committeeman."

The request of President Richardson was to discuss the disciplines of the employees before they left the plant and since Management refused to discuss the cases on their merits, he asked Management to postpone the disciplines until Monday, May 4, 1970.

All six second shift Chief Stewards and a trustee of the Local were discharged on the night of May 1. It should be pointed out that the Union has only six Chief Stewards on the second shift. This left the shift without Union representation. As the Chief Stewards left the plant, the employees left with them and the plant was shut down.

What happened on the midnight shift? With the second shift walking out, naturally there was turmoil when the third shift came to work. Committeeman Thornton was called at home by Chief Steward Jim Cavers, who explained that the plant was in a turmoil and wanted to know what he should do.

Mr. Thornton told Chief Steward Cavers the decision of the Leadership and stated that he would try to reach Mr. Sims and come down to the plant.

Both C. Thornton and J. Sims arrived at the plant at approximately 11:30 p.m. They were met at the West Gate by Mr. Hayes, Plant Security Chief. As they proceeded down the main aisle, they were stopped and asked who was fired and for what reason by many of the employees who were still in the plant. Both C. Thornton and J. Sims explained to the employees that the Corporation had decided to discharge six Chief Stewards on the second shift without giving them a hearing and the President, Shop Committee, and Chief Stewards voted that if anyone was discharged because of the Scott-Ashlock incident, the plant would be shut down.

Messrs. Thornton, Sims, and Moise met with Polsgrove and discussed the evening events. After their short meeting with Polsgrove, C. Thornton and J. Sims left the plant.

On Saturday, May 2, 1970, most of the day-shift Stewards were present and informed of the action taken by the officers of the Local Union and the Bargaining Committee and that the Union representatives would man the gates to inform the membership of what was taking place. This leads us to the case at hand -- Why was Jordon Sims discharged?

Yes, Jordon Sims is the Chairman of the Shop Committee. He was in attendance at the meeting of May 1, 1970 when Management informed the Local that they were going to implement

the disciplines. He was one of the few Union representatives present -- President Elroy Richardson; Vice-President Dan Toomer; Recording Secretary James Franklin; Treasurer L. Johnson; Shop Committeeman Charles Thornton; Chief Steward Al Bucci; Chief Steward Tony Moore; Chief Steward W. Sparks; Chief Steward J. C. Thomas; and other Chief Stewards were also present at this meeting.

Yes, Mr. Sims did attend the meeting at the Local hall and along with the other Union representatives at the meeting that was chaired by President Richardson, voted that if Management discharged anyone for the Scott-Ashlock incident, the plant would be shut down.

Yes, Mr. Sims was also present with Brother Charles Thornton on the night of May 1 by request of Committeeman Cavers to explain to the third shift Union representatives what had happened on the second shift and why the plant was shut down.

Yes Mr. Sims was also at the West Gate on Monday, May 4 along with the following Union representatives: Messrs. Sparks, Bucci, and Mois, explaining what had happened on May 1 and May 2. At the East Gate and parking lot the following Union representatives were present, also informing the membership just as Mr. Sims was: Messrs. J.C. Thomas, D. Johnson, H. Wills, and T. Moore.

Yes, they were all observed by Polsgrove, Hafner, and Anderson talking to employees coming to work on Monday, May 4, 1970.

Yes, the Union representatives that manned the gates did inform the members of what had transpired on the second and third shift and that five Union representatives were also discharged on the first shift, and informed them of the action taken by the Chief Stewards and officers of the Union on Friday, May 1, 1970. Most of the employees refused to enter the plant. Some went home and others went to the Local hall.

If you ask if these Union representatives discouraged the employees from going to work, I would have to say yes; but they let each employee decide for himself if he wanted to go to work.

On May 6, 1970 the Corporation notified Jordon Sims and Frank McKinnon that they were being discharged for violating Section (5) of the National Agreement. Frank McKinnon was discharged for his participation on May 1 on the third shift. (Frank McKinnon has since been reinstated from the discharge, on July 13, 1970).

Yes, Jordon Sims did participate in the demonstration and will so testify. So did many others, including the President, Vice-President, Shop Committeemen, and Chief Stewards. Including thousands of rank-and-file members. The issue in this case is not if any one person violated Section (5) -- the issue is why did the Local Union violate Section (5)

Let me state that at the outset, the Eldon Avenue Axle Plant is the ghetto of the Chrysler Corporation plants. It is dirty, unsafe, and practices discrimination in employment. It should

It should be pointed out that over 60% of the employment is composed of black employees, and until recently there was only a sprinkling of black supervisors. The record will also show, and this brief touched on it, that the Local Union has had continuous special conferences to try to correct the conditions in the plant. When the Union would reach an agreement to correct the conditions, the Corporation would fail to implement the correction.

These were the conditions which the Local officers, Shop Committee, and Chief Stewards were forced to work under. The membership lost all respect for the Union and there were signs by some of the members of taking matters into their own hands-- with the Scott-Ashlock case being "the straw that broke the camel's back."

All the Union requested in the Scott-Ashlock case was that the Foreman and Mr. Scott be suspended until the Company and the Union could get to the facts of the case. This the Corporation refused to do. Mr. Scott was later reinstated with full back pay and Foreman Ashlock was removed from the plant.

If the Scott case had been handled by the Labor Relations Department properly and if the Union's request to suspend both Mr. Scott and Foreman Ashlock until the facts were brought out had been granted, there would not have been a walk out on April 16 and 17, and nine Chief Stewards, two alternate Committeemen, and one Trustee would not have been discharged on May 1, 1970-- which caused the discharge of Jordon Sims. Mr. Sims was a

victim of Management's gestapo, anti-people tactics at the Eldon Avenue Axle Plant.

If one should look for those responsible for the walkouts and shut downs on April 16, 17, and May 1, and 4, 1970 then Management should discipline Messrs. Anderson, Hafner, and Polsgrove. They should take the responsibility of the plant shut downs. Management had an opportunity to work out the Scott-Ashlock incident, and they were begged to postpone the disciplines on May 1 until the Union had an opportunity to discuss them.

The actions of the employees at the plant on May 1 and 4 was their way of protesting the attitude of Management. We are not saying that we condone this type of protest action by our Union membership or Leadership because violation of the law or a labor contract is not the answer, but violation of the Contract is important.

The Union would like to cite Chrysler Case #91, Levine vs the Chrysler Corporation copied from the first supplement Umpire Decisions - page 24:

"EFFECT OF COMPANY'S FAILURE TO DISCIPLINE INDIVIDUAL AFTER REPEATED VIOLATIONS . . . From the above, the Chairman can only conclude that Levine was not treated as a regular employee, was not made to comply with the rules governing employees and was permitted to operate as he saw fit without fear of discipline. The acquiescence of the Company

and its failure to discipline would give Levine the basis to assume that he could continue with the above noted irregularities without being disciplined unless he was notified that irregularities would no longer be tolerated and discipline would follow.

"NEED FOR WARNING BEFORE ENFORCING RULES PREVIOUSLY IGNORED . . .

When, over a long period of time, an employee is permitted to conduct himself contrary to established rules of the Company and is not disciplined therefore, the giving of a disciplinary penalty without notice of a change of attitude by the Company is improper.

"FAILURE TO PUNISH FOR KNOWN VIOLATIONS AS A BAR AGAINST PUNISHING FOR OTHER VIOLATIONS . . . The Company claims it felt that Levine was taking too much time because he was 'loafing around the Board,' and did not know he was using the time for private purposes. This leaves the matter of what the time was used for as the sole basis for discipline. The Chairman can not believe that whether it was used for private purposes or for loafing would make a difference sufficiently great as to justify the discharge. Levine shall be offered reinstatement with full seniority and back pay minus any amounts he may have earned in the meantime."

SUMMARY

We are pleading with the Chairman for consideration for an employee who has 22 years service with the Corporation; four years as a Union representative, and a member of the Plant Shop Committee.

During his employment with Chrysler, he has been an excellent employee. An employee with an unblemished record. The only

claim the Company may have is his insistence that both parties respect and reasonably apply the terms of all agreements.

The charges against Jordon Sims are no different than the practices or habits by the Eldon Axle management. Eldon Axle management has breached agreements many times over. The facts disclose, in the history of labor-management relations at Eldon, that the Company has no intention of adhering to the terms of the National Agreement, the Local Agreements, or Memorandum Agreements.

Jordon Sims, at most, may be charged with following the example established or set by Eldon Axle management. The Union questions, should he be a victim of Management's irresponsible habits?

The Umpire is without jurisdiction to impose discipline on Management personnel. If allowed to judge Eldon Axle Management's representatives, Mr. Sims' job and long and good service to Chrysler would not be in question today. The Company would be on trial. We are asking the Chairman to consider the circumstances, the Company's attitude toward the established procedures, their failures to apply and implement the items of agreements, and Eldon Avenue Axle Management's complete and total disregard for the welfare of employees.

These are the circumstances which fostered and festered the kind of relationship which is not conducive to a healthy labor-management-employer-employee relationship.

Mr. Sims did not create this atmosphere. To the contrary, he attempted to correct it. He and other members of the Eldon

Axle Bargaining Committee were subjected to all of the trials and challenges imposed and created by Eldon Axle Management.

Jordon Sims should have his seniority reinstated and returned to employment.



June 3, 1970

To Art Hughes, Assistant Director National Chrysler Department

From Lloyd D. Utter, Safety Director

Subject Chrysler Corporation; Eldon Axel Plant - Detroit, Michigan LU 961

Complaint: Occupational Safety

On May 26, 1970 we received an emergency telephone request from Art Hughes, Assistant Director, UAW Chrysler Department, to investigate a fatality of the above plant. The deceased was Gary Thompson, 22 years of age - Badge #252776. Employment date: 7-17-67. This individual became an industrial truck driver on March, 1970 and returned from the Service on January, 1970.

I made my investigation accompanied by Messrs. Neil Mc Callum, Corporate Safety Director; George Moxley, Corporate Safety Staff and Homer Jolly, International Representative; Walter Waller, International Representative, Region 1 and Elroy Richardson, President Local 961.

From the information available, it was determined that this worker was assigned to drive a 10,000 pound, Clark #2 truck, and to transport chips in an Roura hopper. About 3,000 pounds of chips were loaded into this hopper, and were to be transported and dumped into a railroad car in the scrap yard. It was this driver's first experience at this job, and the accident was reported to have occurred on his second trip. He was assigned to this operation from his usual truck, even though, the regular driver usually assigned to this truck was available. He was reported to have been last seen at 6:12 am., and was not seen again until he was found crushed at 6:18 am. From our observations, this equipment moved a distance of about twenty-seven (27) feet from the location where he was attempting to dump at the railroad car. It could not be determined whether the equipment rolled or whether it was in gear, or slipped into reverse gear. It was reported that the equipment was found to be in reverse gear after the incident. The hopper had not been lowered nor emptied, and Thompson was found under the loaded hopper, only his feet extending. I examined the equipment and found the emergency brake to be broken; as a matter of fact, it was not even connected. The shift lever to the transmission was loose and sloppy. The equipment generally was sadly in need of maintenance, having a loose steering wheel, in addition to other general needs.

I also visited the repair area and observed other industrial trucks in this area that were sadly in need of repair, noting: No lights, lack of brakes, horns, broken LP gas tank fasteners, loose steering wheels, leaky hydraulic equipment, etc. I was informed that there is supposed to be a regularly scheduled maintenance procedure for this equipment in this plant. I was also informed that operators

September 10, 1969

G. Atkinson, Manager
Labor Relations
Chrysler Corporation
Box 1919
Detroit, Michigan 48231

Dear Sir:

The officers and plant shop committee of Local 961, Eldon Avenue Axle, called to the attention of the Chrysler Department the delays of Management in responding to written grievances within the specific time limits.

Homer Jolly, Chrysler Staff, is assisting Local 961 Bargaining Committee, hopeful of receiving attention and correction of pending problems as well as proper respect for the Grievance Procedure to avoid a crisis.

Homer passed on to me copies of several grievances to support the Union's claim of the Company's failure to answer written grievances within the time limitations. Copies of the following three grievances are attached.

Grievance 69-383 "Health Hazard"

Presented to Foreman: 6-13-69
Answered: 6-19-69
Appealed to Second Step: 6-19-69
Answered: 8-22-69

Comment: Apart from over two months delay before receiving the Company's reply, it is interesting to note that the Foreman refers the issue to Labor Relations for resolution.

are instructed to take trucks to the garage and tag them when they are in need of repairs. However, it seems to be the practice of foremen when equipment is needed, to pull the tags off the equipment in the repair area that badly need corrective maintenance and put them back into service on the floor.


My first reaction to what I observed, is that there is a complete neglect of stated maintenance procedures in this plant. The equipment is being operated in an inexcusably dangerous condition.

After the in-plant visit, the entire matter was further discussed with Virgil Anderson, Labor Relations Administrator and Joe Jeffry, Personnel Director and they gave their assurances that immediate attention would be put to my demands that a concerted repair program be instituted at once, to bring this equipment into safe operating condition and they further agreed that they would adhere to a proper and sensible regular scheduled maintenance procedure, giving proper priority to those things on the equipment having the greatest bearing to the safety of the driver and to the other employees in the area. Mr. McCallum and I provided Mr. Anderson and Mr. Jeffry with a truck safety priority check list for maintenance. In the course of my tour, I also noted that there were horrible conditions approaching to and on the scrap lot. Proper curbing or dikes should be set up to prevent the dangerous drainage of oil off the scrap onto the aisles and traffic ways used to move people and equipment in and out of this area. Greater safety could also be achieved if truckers deposited loaded Roura hoppers onto surface scrap piles, rather than into railroad cars. The electromagnetic crane could then be used for all of the loading of the railroad cars.

Finally, a general observation as we passed to and from the location of the fatal accident; there seemed to be little attempt to maintain proper housekeeping, except on the main front aisle. Water and grease were observed all along the way, as we proceeded. Every good safety program has as its base good house-keeping procedures. Proper steps should be taken immediately to improve conditions within this plant.

Proper cooperation between Local 961 and the Company could result in bringing about and maintaining decent and safe working conditions.

Fraternally,


Lloyd D. Utter, Safety Director
Compensation & Safety Department

cc: Doug Fraser, V.P. ✓
Geo. Merrelli, Dir. Reg. 1
Walter Waller, Int'l. Rep. Reg. 1
Elroy Richardson, Pres. LU 961

LU:em / opeiu-42

September 10, 1969

Grievance 69-384 "By-Passing Seniority for Overtime"

Presented to Foreman: 4-14-69
Answered: 6-21-69
Appealed to Second Step: 6-24-69
Answered: 8-22-69
Appealed to Third Step: 8-22-69

Comment: Management withheld answers for two months at the First and Second Steps of the Procedure.

Grievance 69-385 "Violation of Section #34 P & M Agreement"

Presented to Foreman: 5-21-69
Answered: 6-21-69
Appealed to Second Step: 6-24-69
Answered: 8-22-69
Appealed to Third Step: 8-22-69

Comment: This grievance calls attention to the fact that Management failed to respond to the above grievances within the time limit. Here, too, there are violations of the Agreement.

Although the above grievances are from Inspection, I am told they represent practices in other Departments of the Eldon Axle Plant.

Sincerely yours,

Arthur Hughes
Assistant Director
National Chrysler Department

AH:js
opeiu42

PLANT Eldon Avenue Axle	DISTRICT # 2	SHIFT 1 2 3 <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	DEPT. NO. & NAME 0270 - Inspection	GRIEVANCE NO. 69-385
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LOCAL UNION NO. _____ CHECK ONE: FIRST STEP SECOND STEP

PRESENTED BY:

NAME & TITLE Howard J. Willis, Chief Steward, First Shift.	DATE PRESENTED 5-21-69.
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COPY OF ORIGINAL GRIEVANCE EXACTLY AS SUBMITTED: "Violation of Section #34 P.&M. Agreement".

On Monday 4-14-69 this Union presented a grievance to Management for By-Passing employee G. Messina B.#27-9042, Sen. 11/6/64, for week-end overtime work opportunity scheduled for Sat. 4/12/69, in favor of R. Henry, B.#27-2676, Sen. 11/1/67.

This Union's investigation finds, that a grievance presented to Management on 4-14-69, and 37 days later, no answer in the 1st, step, on the part of Management, is an out-right expression of the wilful and deliberate intent of Management, to bargain in bad faith. The Union contends that Management is total-ly aware of their violation of Section #34 P.&M. Agreement dated 11-10- and on this date the Union contends that we are again requesting that Management recognize that the patience and toleration of "bargaining" in "bad faith" exhibited by Management, can no longer be accepted; therefore, for the mutual benefit of both parties, it behooves Management to adhere to sect. #34-P.&M. Agreement, and furnish the Union with a satisfactory reason for the above action and their assurance, to cease and desist from all actions as above described.

MANAGEMENT'S DISPOSITION OR ANSWER

The writer is in error for not answering this grievance. The Inspection Department will, in the future endeavor to answer all grievances as received.

This grievance is denied.

J. U. Lewis

3rd step 8-22-69
appealed to 2nd step 6-24-69

SIGNATURE OF MGMT. REPRESENTATIVE <i>C. Mitchell</i>	DATE ANSWERED 6-21-69
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THE GRIEVANCE NUMBER WILL BE ADDED BY LABOR RELATIONS. COPY GRIEVANCE EXACTLY AS SUBMITTED; FOLLOW WITH MGMT'S. ANSWER & FORWARD TO LABOR RELATIONS SUPERVISOR.

PLANT Eldon Avenue Axle	DISTRICT # 2	SHIFT <input checked="" type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3	DEPT. NO. & NAME 0270 - Inspection	GRIEVANCE NO. 69-385
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LOCAL UNION NO. _____ CHECK ONE: FIRST STEP SECOND STEP

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3rd step 8-22-69
appealed to 2nd step 6-24-69
SIGNATURE OF MGMT. REPRESENTATIVE: *C. Mitchell* DATE ANSWERED: *6-21-69*

PLANT Eldon Avenue Axle	DISTRICT # 2	SHIFT 1 2 3 x	DEPT. NO. & NAME 0270 - Inspection	GRIEVANCE NO. 69-383
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LOCAL UNION NO. _____ CHECK ONE: FIRST STEP SECOND STEP

PRESENTED BY:	NAME & TITLE Howard J. Willis, Chief Steward, First Shift.	DATE PRESENTED 6-13-69.
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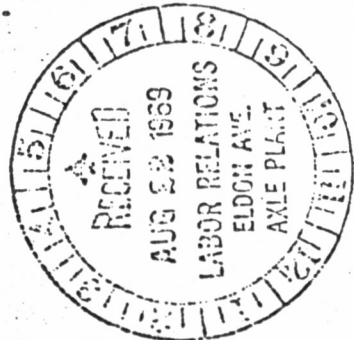
COPY OF ORIGINAL GRIEVANCE EXACTLY AS SUBMITTED: "Health Hazard".

On a number of occasions, this Union made known to Management, that employees assigned inspection functions on the Lemaire Line, Dept #72 and the 8 $\frac{1}{4}$ Case, Dept. #72, Bay Areas 2-7-9 and CC-9, are directly exposed to safety/and health hazards.

This Union's investigation finds, that areas in question are equipped with inadequate air make-up systems; and the hot and humid conditions, prevailing in these areas are constant threats to the health of each inspector assigned in those areas. We have made oral requests time after time for some type of relief, and to this day and date no improvement have been made: It is a foregone conclusion, that Management interest lies in its production, and by the same token, the Union contends that the employees health is first; and at this time, the Union requests immediate implementation of a fan and corrective measures taken and implemented in the air make-up system.

MANAGEMENT'S DISPOSITION OR ANSWER

This request for a fan in these areas will have to be resolved through Labor Relations Office.
Therefore this grievance is denied.



HELD 2 MONTHS AT 2nd STEP BEFORE RECEIVING A REPLY

J. H. Adams

THE GRIEVANCE NUMBER WILL BE ADDED BY LABOR RELATIONS. COPY GRIEVANCE EXACTLY AS SUBMITTED; FOLLOW WITH MGMT'S. ANSWER & FORWARD TO LABOR RELATIONS SUPERVISOR.

3rd step 8-22-69
appealed to 2nd step 6-19-69

SIGNATURE OF MGMT. REPRESENTATIVE <i>W. T. Fossy</i>	DATE ANSWERED 6-19-69
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PLANT Eldon Avenue Axle	DISTRICT # 2	SHIFT 1 2 3 x	DEPT. NO. & NAME 0270 - Inspection	GRIEVANCE 69-383
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LOCAL UNION NO. _____ CHECK ONE: FIRST STEP SECOND STEP

PRESENTED BY:	NAME & TITLE Howard J. Willis, Chief Steward, First Shift.	DATE PRESENTED 6-13-69.
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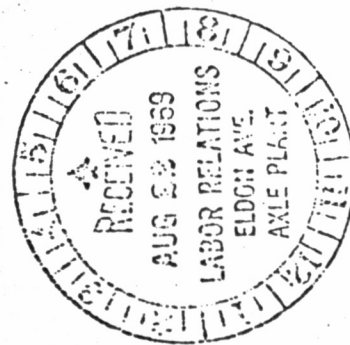
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3rd step 8-22-69
repealed to 2nd step 6-19-69

SIGNATURE OF MGMT. REPRESENTATIVE <i>W. T. Fosdy</i>	DATE ANSWERED 6-19-69
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USE REVERSE SIDE IF NECESSARY

REPORT OF GRIEVANCE AND ADJUSTMENT

PLAN: Eldon Avenue Axle	DISTRICT # 2	SHIFT 1 2 3 x	DEPT. NO. & NAME 0270 - Inspection	GRIEVANCE NO. 69-384
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LOCAL UNION NO. _____ CHECK ONE: FIRST STEP SECOND STEP

PRESENTED BY: NAME & TITLE Howard J. Willis, Chief Steward, First Shift.	DATE PRESENTED 4-14-69.
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COPY OF ORIGINAL GRIEVANCE EXACTLY AS SUBMITTED: "By-Passing a Sen. Employee for O/T Opportunity"

On 4-14-69 employee G. Messina #27-9042, Sen. 1-6-64, a salvaged inspector, called this Union's attention, that Management failed to even canvass him for the available work opportunity scheduled for 4/12/69: And chose to favor H. Henry #27-2696, Sen. 11-1-67, the emp. of lessor Sen., for work scheduled 4/12/69.

This Union's investigation finds that management is in violation of Sections #69 & 70, of the P.&M. Agreement dated 11-10-67, in their action of "By-Passing" employee Messina, in favor of employee Henry for work opportunity scheduled for 4/12/69: Therefore, this Union requests that employee G. Messina, above named and being the aggrieved party, be made whole for Sat. 4/12/69, and that all future actions on the part of Management, contrary to Sections #69 & 70 of the P.&M. Agreement dated 11-10-67, and the local Memorandum of understanding, will cease and desist.

MANAGEMENT'S DISPOSITION OR ANSWER

G. Messina #27-9042 was canvassed for overtime work on 4-12-69. He was offered the salvage job in Department 70 as a regular employee, and refused same. Therefore this grievance is denied.

J. H. Jones

3rd step 8-22-69
appealed to 2nd step 6-24-69

SIGNATURE OF MGMT. REPRESENTATIVE <i>G. Mitchell</i>	DATE ANSWERED 6-21-69
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THE GRIEVANCE NUMBER WILL BE ADDED BY LABOR RELATIONS. COPY GRIEVANCE EXACTLY AS SUBMITTED; FOLLOW WITH MGMT'S ANSWER & FORWARD TO LABOR RELATIONS SUPERVISOR.

GRIEVANCE AND ADJUSTMENT

PLAN: Eldon Avenue Axle	DISTRICT # 2	SHIFT 1 2 3 x	DEPT. NO. & NAME 0270 - Inspection	GRIEVANCE 69-384
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LOCAL UNION NO. _____ CHECK ONE: FIRST STEP SECOND STEP

PRESENTED BY:

NAME & TITLE Howard J. Willis, Chief Steward, First Shift.	DATE PRESENTED 4-14-69.
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MANAGEMENT'S DISPOSITION OR ANSWER

G. Messina #27-9042 was canvassed for overtime work on 4-12-69. He was offered the salvage job in Department 70 as a regular employee, and refused same. Therefore this grievance is denied.

3rd step 8-22

appealed to 2nd step 6-26-69

SIGNATURE OF MGMT. REPRESENTATIVE <i>G. Messina</i>	DATE ANSWERED 6-21-69
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THE GRIEVANCE NUMBER WILL BE ADDED BY LABOR RELATIONS. COPY GRIEVANCE EXACTLY AS SUBMITTED; FOLLOW WITH MGMT'S. ANSWER & FORWARD TO LABOR RELATIONS SUPERVISOR.

A Look at Today

By JOHN U. SIMS
Comm. Dist. 2

Here, in this article, we are going to endeavor to attain some degree of rationale on the current state of this Local 961 and the reason, circumstances, attitudes, or Politics that have contributed to this very real dilemma.

The employee on the line, machine, pencil, or broom is really in a state of confusion and frustration because of the many unanswered questions, problems, and lack of positive union presence or action when he is in need and calls for assistance from his representative.

This lack of effectiveness on the part of this union is due in a large part to the general superior, or condescending boss attitudes of the majority of our inexperienced and insensitive managerial personnel.

LACK OF RESPECT

This lack of respect the supervisors or higher management of this plant has for the worker, the union, or our contracts and agreements is what is really wrong with this plant today.

If you local union officers and bargaining representatives are not given respect nor consideration (and the two are inseparable), you as workers are certainly not going to find any better program or policy in management's dealings with you!

call them down for their indiscretions.

It is my firm belief that many of inequities and injustices of this plant are not being properly represented in our local grievance procedure, nor to our international union.

What I am trying to tell you in no uncertain terms is, as workers and union members, you have to take an active vigorous part in your local union program.

BE CONCERNED

You as dues paying union members have to be concerned enough to call to the attention of your representatives your problems and see that he does represent you. These representatives were elected by you to serve you but it is up to you to see that he does and if not, then why not! Find out what does happen to your written grievances.

Get your grievance number from your union rep. and show some interest in it's progression through the procedure. Ask where it is, why and what consideration you got for it.

As members, only you can police your Local union and get all the considerations and benefits the UAW guarantees you in its international constitution. Let's clean up our own local structure, see that our business is taken care of properly, so what is supposed to be done here at Local 961.

management areas are those that are formulated by management and for management. This plant and many of its people are going to great lengths to demonstrate clearly to you and your union that there is no inbetween.

DON'T BEG

To implore, plead ask for compassion or beg only tends to strengthen the management attitude on the weakness and ineptness of our local union. Another thing, I can agree with management in this area.

I have never met a beggar that has ever, by begging, been able to command or demand or get respect for anything other than what he was, a beggar. This UAW structure is not designed to allow nor tolerate its people to labor without dignity and respect.

It was not created and developed with sweat, sacrifice, and blood to be made into a joke, or a subject of ridicule by some unenlightened, inexperienced and presumptuous members of management.

RESPECTED

Contract, local agreements and even verbal commitments made in the areas of Labor-Management relations are to be respected by both union and management and not just when it's to the company's advantage, but in all cases.

This union is not going to sit idly by while management assumes the role of the imperial masters 'Doing Just as they Please' with no one able enough or strong enough to

Don't let anyone attempt to tell you that all is a bed of roses here at Eldon Avenue. Things were bad here in 1967 and they've gotten worse since then, not better. I find it very easy to understand the anxieties and frustrations of the workers in the plant. To have to suffer the indignities, abuse, and lack of any recognition, other than that of an extension on or of some machine or conveyor line, is a lot to swallow.

The only basic differences are, I find my difficulties in not only the same areas as you do on the floor on your jobs, my troubles and your local union troubles go farther up and I can tell you that the anger and frustrations are the same.

The Attitudes and the bargaining practices of this plant management are the reasons for your troubles and mine. The workers of Eldon Avenue really do have some very real problems and when the workers of a plant have all these problems, the Union has problems.

STOP PLAYING

Now, as union officials and union members, let's stop the patsy playing at all levels with management and put forth some serious efforts to do something constructive for our union and ourselves. Let's lift our eyes away from our brother and focus our gaze and attention on our real problem, dealing with and getting our due respect, consideration, and justice from management.

Let's see that they live up