1991

Breaching the Union Constitution: Can a Member Make a Federal Case of It? An Analysis of Wooddell v. IBEW Local Union No. 71

Barbara J. Fick
Notre Dame Law School, Barbara.J.Fick.1@nd.edu

Breaching the union constitution: Can a member make a federal case of it?

by Barbara J. Fick

Guy Wooddell, Jr.
v.
International Brotherhood of Electrical Workers, Local Union No. 71
(Docket No. 90-967)

Argument Date: Oct. 16, 1991

ISSUE

The petitioner contends that his local union discriminated against him by refusing to refer him to jobs, and that such refusal violated the union's own constitution and by-laws. The Supreme Court will decide whether Section 301 of the Labor Management Relations Act (LMRA) creates a federal cause of action under which a union member can sue his union for breach of the union's constitution.

FACTS

Petitioner, Guy Wooddell, Jr., is a member of the International Brotherhood of Electrical Workers, Local Union No. 71 ("local union"). As a member of the local union, he opposed several decisions made by the local's president, R.C. Wooddell, who also happened to be petitioner's older brother. Specifically, Guy Wooddell opposed an increase in local union dues and criticized the president's appointment of his son-in-law as business manager of the local union, as well as the appointment of several other union officers.

The local union operates an exclusive hiring hall, which is the only source for job referrals for both union members and non-members with certain electrical contractors in the Cleveland area. The operation of the hiring hall is governed by the provisions of a collective bargaining agreement between the local union and various contractors. The agreement provides that job referrals are made on a first-in, first-out basis, with all applicants being classified into four subgroups based on years of experience in the trade and several other objective factors. All applicants from Group I are referred to jobs before any applicant from Group II can be referred, and all applicants from Group II are referred before going to Group III, etc.

Barbara J. Fick is an associate professor of law at the University of Notre Dame Law School, Notre Dame, IN 46556; telephone (219) 239-5864.

Guy Wooddell alleged that as a result of his criticism of the local union president he was discriminated against in the operation of the hiring hall. Initially, he claimed that the local union violated the first-in, first-out rule by not referring him to jobs when his name came up on the list. Subsequently, he claimed that the union improperly moved his name from Group I to Group II. As a result of these discriminatory acts, petitioner claims he suffered economic loss by being passed over for jobs to which he should have been referred.

In response, petitioner asserted a variety of legal claims, only one of which is pertinent to the appeal pending before the Supreme Court. He alleged that the actions of the local union breached both the constitution of the International Union, which requires that the union abide by the terms of its collective bargaining agreements, and the by-laws of the local union, which require the union to devise a practical and fair means of distributing jobs. Petitioner alleges that by discriminating against him in the operation of the hiring hall, the local union failed to abide by the provisions in the collective bargaining agreement and distributed jobs in an unfair manner.

In an unreported opinion, the district court dismissed petitioner's federal statutory cause of action based on Section 301 of the LMRA for breach of the union constitution, holding that Section 301 does not give the federal court jurisdiction to hear cases involving disputes between individual union members and unions based on the union constitution.

On June 27, 1990, the Sixth Circuit Court of Appeals upheld the district court's dismissal of petitioner's claims in an unpublished opinion. The U.S. Supreme Court granted petitioner's request for a writ of certiorari.

BACKGROUND AND SIGNIFICANCE

The issue raised in this case mainly concerns which substantive law, state or federal, will govern a union member's cause of action when he alleges that his union has breached a provision of the union constitution. It is not seriously contended by either of the parties that a union constitution does not constitute a contract that governs the relationship between the union and its members. Nor does either party argue that the obligations contained in this contract are not enforceable. Rather, the disagreement between the parties concerns whether state or federal law governs the interpretation and enforcement of the obligations contained in the union constitution.

The implications of the choice between state or federal law are three-fold. If these issues are governed by state law, then it is possible that the obligations contained in the constitution may be interpreted differently in different states. The same provision in an international or national constitution, which would apply to members located throughout the United States, could be interpreted by Missouri courts as granting protection to union members in Missouri but might be interpreted by Ohio courts as not limiting a union's power vis-a-vis its members in Ohio. If federal law were to be applied, however, it would increase the probability of a uniform interpretation of constitutional provisions throughout the United States.

Secondly, if state law governs the resolution of claims for breach of the union constitution, some types of claims may be held to be preempted by federal law. To the extent that a union member's breach-of-constitution claim required the consideration of the terms of a collective bargaining agreement, it might be preempted by Section 301; to the extent the member's claim implicated union conduct that is actually or arguably protected or prohibited by the National Labor Relations Act (NLRA), it might be preempted by the NLRA. If, on the other hand, federal law governed members' suits under the union constitution, there would be no preemption problem. As a general rule, federal law may preempt state law attempts to regulate the same issues as federal law; it does not preempt other federal law.

Lastly, if federal law were held to be applicable to these types of disputes, there is the possibility of opening the floodgates to a new flow of lawsuits onto an already overburdened federal court system.

ARGUMENTS

For Guy Wooddell, Jr. *(Counsel of Record, Theodore E. Meckler; Meckler & Meckler Co., L.P.A., STE 1350, 614 NW Superior Avenue, Cleveland, OH 44113; telephone (216) 241-5151):*

1. The union constitution is a contract, and violations of the constitution can be addressed by a suit for breach of contract. The Supreme Court has implicitly recognized this proposition in previous cases.
2. In *Plumbers v. Plumbers Local 334*, 452 U.S. 615 (1981), the Supreme Court held that a union constitution is a "contract between labor organizations" within the meaning of Section 301, and that federal law governed when a local union sued its parent union to enforce the union constitution. The constitution is as much a contract when the member sues to enforce its provisions as when the local union sues. The word "between" as used in Section 301 refers to the parties to the contract; it does not limit the parties to the suit.
3. The Supreme Court has held that union members can enforce contract rights under other types of Section 301 contracts. In *Smith v. Evening News Ass'n*, 371 U.S. 195 (1962), the Court held that an individual could sue under Section 301 to enforce the provisions of a collective bargaining agreement that governed his individual terms and conditions of employment, and rejected the contention that only unions had standing to enforce the contract.
4. Practical problems would be created if federal law did not govern the individual member's suit to enforce the union constitution. It is clear that the *Plumbers* case requires federal law to be applied in interpreting and enforcing union constitutions when the union itself is the plaintiff. If enforcement of the union constitution by an individual union member were governed by state law, then the interpretation and enforcement of the same provision of a constitution could vary from state to state, depending on where the union member lived. Moreover, a holding that state law governs when individual members are plaintiffs, whereas federal law governs when a union is plaintiff, will result in the applicability of substantive law being dependent on the identity of the plaintiff, leading parties to manipulate the choice of plaintiff in order to shop for the more favorable substantive law interpretation.
5. Questions of union constitutional interpretation are frequently intertwined with enforcement of federal labor law, particularly the Labor Management Reporting and Disclosure Act (LMRDA). For example, certain rights given to union members under the LMRDA are subject to reasonable rules in the union constitution. If the interpretation of the constitution were determined under state law, the scope of the federal rights granted to members of the same union could vary from state to state, depending on how each state court interprets the rules contained in the constitution.
6. The interests of uniformity in the application and interpretation of questions of labor law for the purpose of promoting stability in labor relations call for the application of federal law to these cases.

For the International Brotherhood of Electrical Workers, Local Union No. 71 *(Counsel of Record, Frederick G. Cloppert, Jr.; Cloppert, Portman, Sauter, Latanick & Foley, 225 East Broad Street, Columbus, OH 43215; telephone (614) 461-4455):*

1. The plain language of Section 301 does not provide for enforcement of union constitutions by union members. The statute states that "suits for violation of contracts . . . between any such labor organizations may be brought. . . . " Thus, the statute explicitly provides for a union to bring suit for violation of the contract but not an individual member.
2. Congress' intent in enacting Section 301 was to provide for the enforceability of collective bargaining agreements, which were previously difficult if not impossible to enforce. The prevailing view with regard to union constitutions, however, was that they, unlike collective bargaining agreements, were enforceable in

state court.

3. While the Supreme Court held in *Plumbers* that a union constitution is a contract between labor organizations governed under Section 301 by federal law, the Court did not decide that an individual union member could bring suit under Section 301. A union constitution gives rise to three types of implied contracts: a contract among the members themselves, a contract between the members and the local union, and a contract between the local union and the national. Members are not considered third-party beneficiaries of the contract between the local and the national, which is the "contract between labor organizations" envisaged by Section 301. Thus, members do not have standing to enforce that contract under Section 301.
4. In *Plumbers*, the Court held that enforcing contract obligations between parent and subordinate unions could have been found by Congress to contribute to achieving industrial stability and thus become the basis for conferring jurisdiction over such disputes to federal courts. But disputes over contract obligations between individual union members and their unions cannot be said to have the same impact over industrial stability warranting the assertion of federal jurisdiction.
5. Federal courts are not the appropriate forum for every dispute between a union member and his union under the union constitution. Many internal union disputes have no impact on collective bargaining relationships or federal labor law. A long line of precedent supports the application of state law to claims by individual union members based upon their union constitutions.

AMICUS BRIEFS

In Support of Guy Wooddell, Jr.

The Association for Union Democracy and the American Civil Liberties Union *(Counsel of Record, Steven R. Shapiro, American Civil Liberties Union Foundation, 132 West 43rd Street, New York, NY; telephone (212) 944-9800).*