The Burger Court Opinion Writing Database

Clayton v. Automobile Workers

451 U.S. 679 (1981)

Paul J. Wahlbeck, George Washington University
James F. Spriggs, II, Washington University in St. Louis
Forrest Maltzman, George Washington University

Supreme Court of the United States
Washington, D. C. 20543

CHAMBERS OF
THE CHIEF JUSTICE

May 20, 1981

RE: (80-54 - Clayton v. UAW
(
(80-5049 - ITT Gilfillan, etc. v. Clayton

Dear Lewis and Bill:

Please show me as joining in each of your separate dissents.

Regards,

Justice Powell
Justice Rehnquist

Copies to the Conference

Supreme Court of the United States
Washington, D. C. 20543

CHAMBERS OF
JUSTICE WM. J. BRENNAN, JR.

March 6, 1981

RE: Nos. 80-5049 and 80-54 Clayton v. Intern'l Union, etc. and I T T Gilfillan v. Clayton

Dear Chief:

I'll undertake the opinion for the Court in the above.

Sincerely,

Bill

The Chief Justice

cc: The Conference

To: The Chief Justice
Mr. Justice Stewart
Mr. Justice White
Mr. Justice Marshall
Mr. Justice Blackmun
Mr. Justice Powell
Mr. Justice Rehnquist
Mr. Justice O'Connor

From: Mr. Justice Brennan

Circulated: APR 24 1981

Recirculated:

1st DRAFT

SUPREME COURT OF THE UNITED STATES

Nos. 80–5049 AND 80–54

Clifford E. Clayton, Petitioner,
80–5049 *v.*
International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, et al.

ITT Gilfillan, etc., Petitioner,
80–54 *v.*
Clifford E. Clayton.

On Writs of Certiorari to the United States Court of Appeals for the Ninth Circuit.

[May —, 1981]

JUSTICE BRENNAN delivered the opinion of the Court.

An employee seeking a remedy for an alleged breach of the collective-bargaining agreement between his union and employer must attempt to exhaust any exclusive grievance and arbitration procedures established by that agreement before he may maintain a suit against his union or employer under § 301 (a) of the Labor-Management Relations Act of 1947, 29 U. S. C. § 185 (a). *Republic Steel Corp.* v. *Maddox,* 379 U. S. 650, 652–653 (1965); see *Hines* v. *Anchor Motor Freight, Inc.,* 424 U. S. 554, 563 (1976); *Vaca* v. *Sipes,* 386 U. S. 171, 184 (1967). The question presented by this case is whether, and in what circumstances, an employee alleging that his union breached its duty of fair representation in processing his grievance, and that his employer breached the collective-bargaining agreement, must also attempt to exhaust the internal union appeals procedures established by his union's constitution before he may maintain his suit under § 301.

pg 3,13-15

2nd DRAFT

SUPREME COURT OF THE UNITED STATES

Nos. 80–5049 AND 80–54

Clifford E. Clayton, Petitioner,
80–5049 *v.*
International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, et al.

ITT Gilfillan, etc., Petitioner,
80–54 *v.*
Clifford E. Clayton.

On Writs of Certiorari to the United States Court of Appeals for the Ninth Circuit.

[May —, 1981]

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Supreme Court of the United States
Washington, D. C. 20543

CHAMBERS OF
JUSTICE POTTER STEWART

April 27, 1981

Re: No. 80-54, ITT Gilfillan v. Clayton

Dear Bill,

Your persuasive opinion meets my major concern in this case: The Court of Appeals' quite disparate treatment of the two defendants in terms of the need of the plaintiff first to exhaust union remedies. My tentative view, however, was that the plaintiff should be required to exhaust such remedies before he could sue either the union or the employer. I shall, therefore, await Bill Rehnquist's decision.

Sincerely yours,

P.S.

Justice Brennan

Copies to the Conference

Supreme Court of the United States
Washington, D. C. 20543

CHAMBERS OF
JUSTICE POTTER STEWART

May 8, 1981

Re: No. 80-5049 & 80-54, ITT GILFILLAN
v. CLAYTON

Dear Bill,

Please add my name to your dissenting opinion.

Sincerely yours,

P.S.

Justice Rehnquist

Copies to the Conference

Supreme Court of the United States
Washington, D. C. 20543

CHAMBERS OF
JUSTICE BYRON R. WHITE

April 27, 1981

Re: 80-5049 and 80-54 -

Clayton v. International Union, United Automobile, Aerospace and Agricultural Implement Workers of America; and ITT Gilfillan v. Clayton

Dear Bill,

I agree.

Sincerely yours,

Justice Brennan

Copies to the Conference

Supreme Court of the United States
Washington, D. C. 20543

CHAMBERS OF
JUSTICE THURGOOD MARSHALL

April 30, 1981

Re: Nos. 80-5049 and 80-54 - Clayton v. Int'l Union; ITT Gilfillan v. Clayton

Dear Bill:

Please join me.

Sincerely,

TM.

T.M.

Justice Brennan

cc: The Conference

Supreme Court of the United States
Washington, D. C. 20543

CHAMBERS OF
JUSTICE HARRY A. BLACKMUN

October 29, 1980

Re: No. 80-54 - ITT Gilfillan v. Clayton

Dear John:

If there are not four votes to grant in this case, will you please have the public record show the following:

"MR. JUSTICE BLACKMUN would grant certiorari and give this case plenary consideration."

Sincerely,

Harry

Mr. Justice Stevens

cc: The Conference

Supreme Court of the United States
Washington, D. C. 20543

CHAMBERS OF
JUSTICE HARRY A. BLACKMUN

May 4, 1981

Re: No. 80-5049 - Clayton v. International Union
No. 80-54 - ITT Gilfillan v. Clayton

Dear Bill:

Please join me in your recirculation of April 30.

Sincerely,

H.A.B.

Mr. Justice Brennan

cc: The Conference

Supreme Court of the United States
Washington, D. C. 20543

CHAMBERS OF
JUSTICE LEWIS F. POWELL, JR.

October 30, 1980

No. 80-54 ITT Gilfillan v. Clayton

Dear Bill:

Please join me in your dissent.

Sincerely,

Lewis

Mr. Justice Rehnquist

Copies to the Conference

LFP/lab

Supreme Court of the United States
Washington, D. C. 20543

CHAMBERS OF
JUSTICE LEWIS F. POWELL, JR.

April 29, 1981

80-5049 Clayton v. UAW

Dear Bill:

I was in dissent at Conference.

Your careful opinion meets one of my points: both parties should either be "in" or "out". I rather thought both should be dismissed. The AFL/CIO brief argued that Clayton could not even claim a breach of duty by the union because he failed to exhaust remedies available within the union under its Constitution.

Although your opinion to the contrary is persuasive, I will await Bill Rehnquist's dissent.

Sincerely,

L. Lewis

M. Justice Brennan

lfp/ss

cc: The Conference

lfp/ss 5/20/81

80-54 and 80-5049 Clayton v. International Union, et al and ITT Gilfillan, etc. v. Clayton

JUSTICE POWELL, dissenting.

I join Justice Rehnquist's dissent, and write briefly to emphasize a rationale - suggested by an amicus curiae[1] - that is consistent both with national labor policy and the relevant precedents.

In briefest summary, I would hold that in the circumstances of this case no issue concerning the breach of the union's statutory duty of fair representation properly can be said to arise at all. The union has not made a final determination whether to pursue arbitration on Clayton's behalf. Clayton should not be able to claim a breach of duty by the union until the union has had a

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[1]Brief for the American Federation of Labor and Congress of Industrial Organizations, 3-4, 5-14.

5-20-81

1st DRAFT

SUPREME COURT OF THE UNITED STATES

Nos. 80-5049 AND 80-54

Clifford E. Clayton, Petitioner,
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ITT Gilfillan, etc., Petitioner,
80-54 *v.*
Clifford E. Clayton.

On Writs of Certiorari to the United States Court of Appeals for the Ninth Circuit.

[May —, 1981]

JUSTICE POWELL, dissenting.

I join JUSTICE REHNQUIST's dissent, and write briefly to emphasize a rationale—suggested by an *amicus curiae**—that is consistent both with national labor policy and the relevant precedents.

In briefest summary, I would hold that in the circumstances of this case no issue concerning the breach of the union's statutory duty of fair representation properly can be said to arise *at all*. The union has not made a final determination whether to pursue arbitration on Clayton's behalf. Clayton should not be able to claim a breach of duty by the union until the union has had a full opportunity to make this determination. No such opportunity exists until Clayton exhausts the procedures available for resolving that question. Thus, as Clayton cannot claim a breach of duty by the union, he cannot bring a breach of contract suit under § 301 against his employer.

*Brief for the American Federation of Labor and Congress of Industrial Organizations, 3-4, 5-14.

To: The Chief Justice
Mr. Justice Br[illegible]
Mr. Justice St[illegible]
Mr. Justice [illegible]
Mr. Justice [illegible]
Mr. Justice [illegible]
Mr. Justice [illegible]
Mr. Justice [illegible]

From: Mr. Justice [illegible]

Circulated: ___

Recirculated: [illegible]

1st DRAFT

SUPREME COURT OF THE UNITED STATES

ITT GILFILLAN, ETC. *v.* CLIFFORD E. CLAYTON

ON PETITION FOR WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE NINTH CIRCUIT

No. 80-54. Decided November —, 1980

MR. JUSTICE REHNQUIST, dissenting.

The result petitioner seeks to have us review in this case was recognized by the Court of Appeals for the Ninth Circuit which decided it as "an anomaly." As I read that Court's opinion, it was troubled by the result, but felt compelled to reach it on the authority of *Vaca* v. *Sipes*, 386 U. S. 171 (1967), and *Hines* v. *Anchor Motor Freight, Inc.*, 424 U. S. 554 (1976). But THE CHIEF JUSTICE and I were sufficiently disquieted about *Hines* to dissent from that decision because there the Court held "that the *Union's* breach of its duty to its members voided an otherwise valid arbitration decision in favor of the *company*." *Id.*, at 574 (emphasis in original). Here the end result is carried yet a step further, to the point where a suit which could not be brought but for the union's breach of its duty results in potential liability for the company alone.

Respondent employee was discharged by petitioner company and his local union commenced the grievance procedure on his behalf. The union processed the grievance to the point of making a timely demand under the terms of the collective-bargaining agreement for arbitration, but "for reasons not stated in the record" eventually withdrew the request. Although intraunion remedies were available to him, respondent did not pursue them but rather filed suit against the union for breach of its duty of fair representation and against the company for the discharge. The District Court dismissed the action both as to the union and the company for respondent's failure to exhaust his intraunion remedies. The Court of Appeals affirmed as to the union but reversed as to the com-

To: The Chief Justice
Mr. Justice Brennan
Mr. Justice Stewart
Mr. Justice White
Mr. [illegible]

P. 1, 3

2nd DRAFT

30 [illegible] 1980

SUPREME COURT OF THE UNITED STATES

ITT GILFILLAN, ETC. *v.* CLIFFORD E. CLAYTON

ON PETITION FOR WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE NINTH CIRCUIT

No. 80-54. Decided November —, 1980

MR. JUSTICE REHNQUIST, with whom MR. JUSTICE POWELL joins, dissenting.

The result petitioner seeks to have us review in this case was recognized by the Court of Appeals for the Ninth Circuit which decided it as "an anomaly." As I read that Court's opinion, it was troubled by the result, but felt compelled to reach it on the authority of *Vaca* v. *Sipes,* 386 U. S. 171 (1967), and *Hines* v. *Anchor Motor Freight, Inc.,* 424 U. S. 554 (1976). But THE CHIEF JUSTICE and I were sufficiently disquieted about *Hines* to dissent from that decision because there the Court held "that the *Union's* breach of its duty to its members voided an otherwise valid arbitration decision in favor of the *company.*" *Id.,* at 574 (emphasis in original). Here the end result is carried yet a step further, to the point where a suit which could not be brought but for the union's breach of its duty results in potential liability for the company alone.

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Supreme Court of the United States
Washington, D. C. 20543

CHAMBERS OF
JUSTICE WILLIAM H. REHNQUIST

April 27, 1981

Re: No. 80-54 ITT Gilfillan v. Clayton

Dear Bill:

Although I have not finally decided, I believe I will still dissent in this case. I will let you know once I have made my decision.

Sincerely,

Mr. Justice Brennan

Copies to the Conference

To: The Chief Justice
Mr. Justice Brennan
Mr. Justice Stewart
Mr. Justice White
Mr. Justice Marshall
Mr. Justice Blackmun
Mr. Justice Powell
Mr. Justice Stevens

From: Mr. Justice R

Circulated: MAY 7 1981

Recirculated:

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SUPREME COURT OF THE UNITED STATES

Nos. 80–5049 AND 80–54

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80–54 *v.*
Clifford E. Clayton.

On Writs of Certiorari to the United States Court of Appeals for the Ninth Circuit.

[May —, 1981]

JUSTICE REHNQUIST, dissenting.

The Court of Appeals for the Ninth Circuit held that the defense of exhaustion of internal union remedies was available to the union defendant in this § 301 action but not to the employer defendant. The result of this ruling was to put the employer in the unenviable position of having to defend the manner in which the union represented one of its employees (Clayton) during a grievance procedure. The Court's opinion today rights what I view as the principal error in the decision below by requiring the actions against the employer and union to proceed simultaneously. *Post,* at 14. The Court reaches this conclusion by holding that in this particular case the exhaustion defense should not be available to either the union or employer. I, however, view differently than does the Court the benefits to be obtained from requiring exhaustion in this case, and would require Clayton to exhaust his intraunion remedies before proceeding against either his union or employer.

The Court does not require exhaustion of internal union remedies in this case because it finds the remedies cannot

To: The Chief Justice
Mr. Justice Brennan
Mr. Justice Stewart
Mr. Justice White
Mr. Justice Marshall
Mr. Justice Blackmun
Mr. Justice Powell
Mr. Justice Stevens

2nd DRAFT

SUPREME COURT OF THE UNITED STATES

MAY 8 1981

Nos. 80-5049 AND 80-54

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Supreme Court of the United States
Washington, D. C. 20543

CHAMBERS OF
JUSTICE JOHN PAUL STEVENS

April 28, 1981

Re: 80-5049 and 80-54 - Clayton v. Int'l Union; ITT Gilfillan v. Clayton

Dear Bill:

Please join me.

Respectfully,

John

Justice Brennan

Copies to the Conference