

Syllabus

NOTE: Where it is feasible, a syllabus (headnote) will be released, as is being done in connection with this case, at the time the opinion is issued. The syllabus constitutes no part of the opinion of the Court but has been prepared by the Reporter of Decisions for the convenience of the reader. See *United States v. Detroit Timber & Lumber Co.*, 200 U. S. 321, 337.

SUPREME COURT OF THE UNITED STATES

Syllabus

WRIGHT v. UNIVERSAL MARITIME SERVICE
CORP. ET AL.CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR
THE FOURTH CIRCUIT

No. 97–889. Argued October 7, 1998— Decided November 16, 1998

Petitioner Wright, a longshoreman, was subject to a collective-bargaining agreement (CBA) and a Longshore Seniority Plan, both of which contained an arbitration clause. When respondents refused to employ him following his settlement of a claim for permanent disability benefits for job-related injuries, Wright filed this suit, alleging discrimination in violation of the Americans with Disabilities Act of 1990 (ADA). The District Court dismissed the case without prejudice because Wright had failed to pursue the arbitration procedure provided by the CBA. The Fourth Circuit affirmed.

Held: The CBA’s general arbitration clause does not require Wright to use the arbitration procedure for alleged violation of the ADA. Pp. 4–11.

(a) The Fourth Circuit’s conclusions that the CBA arbitration clause encompassed a statutory claim under the ADA and was enforceable bring into focus the tension between two lines of this Court’s case law. Compare, *e.g.*, *Alexander v. Gardner-Denver Co.*, 415 U. S. 36, 49–51, with, *e.g.*, *Gilmer v. Interstate/Johnson Lane Corp.*, 500 U. S. 20, 26. However, it is unnecessary to resolve the question of the validity of a union-negotiated waiver of employees’ statutory rights to a federal forum, since it is apparent, on the facts and arguments presented here, that no such waiver has occurred. Pp. 4–6.

(b) Petitioner’s ADA claim is not subject to the presumption of arbitrability this Court has found in §301 of the Labor Management Relations Act, 1947. That presumption does not extend beyond the reach of the principal rationale that justifies it, *i.e.*, that arbitrators are in a better position than courts to interpret the terms of a CBA.

Syllabus

See, *e.g.*, *AT&T Technologies, Inc. v. Communications Workers*, 475 U. S. 643, 650. The dispute here ultimately concerns not the application or interpretation of any CBA, but the meaning of a federal statute, the ADA. Although ordinary textual analysis of a CBA may show that matters beyond the interpretation and application of contract terms are subject to arbitration, they will not be *presumed* to be so. Pp. 6–8.

(c) In order for a union to waive employees’ rights to a federal judicial forum for statutory antidiscrimination claims, the agreement to arbitrate such claims must be clear and unmistakable. Cf., *e.g.*, *Metropolitan Edison Co. v. NLRB*, 460 U. S. 693, 708. The CBA’s arbitration clause is very general, providing only for arbitration of “[m]atters under dispute,” and the remainder of the contract contains no explicit incorporation of statutory antidiscrimination requirements. For similar reasons, there is no clear and unmistakable waiver in the Longshore Seniority Plan. This Court does not reach the question whether such a waiver would be enforceable. Pp. 9–11.

121 F. 3d 702, vacated and remanded.

SCALIA, J., delivered the opinion for a unanimous Court.