

## IX

### AS SOON AS THE INK IS DRY

THE MASS of problems which are outside the scope of collective bargaining is in evidence immediately after the signing of an agreement between the union and the employer. In any going concern, the next shift of work after the new agreement goes into effect involves an almost infinite number of problems, decisions, actions, attitudes, and contacts which have not been, and could not be, provided for in the agreement itself. Many of these relationships will be influenced or modified by the terms of the written agreement. Some of them will actually be created by some provision of the agreement. Most of them have not been touched upon, directly or indirectly, in the process of collective bargaining. On the first day of the term of the new agreement, some of these relationships begin the conditioning of the parties for the negotiations of the following year.

If the new agreement is the first one which has been negotiated in the employing unit, the existence of these problems beyond the scope of collective bargaining is likely to be emphasized. It is likely to be noticeable because of the vague surprise which it brings to both employer and employees. At the end of their first collective bargaining negotiations, both employer and workers are likely to assume that all their relationships for the coming year have been settled and agreed upon, written up in proper language, and made into a binding contract. The first day is likely to bring surprises, doubts, disappointments, and dissatisfactions. There is a necessity of continuing a practical and flexible and mutually satisfactory relationship in the hundred details of daily life in the place of work. Most of these details are not mentioned in any "whereas"

or "it is mutually agreed" or "provided, however" in the agreement. Continuing this relationship may or may not be more difficult as the result of the negotiations. The task is almost sure to be affected in some ways by the legal and psychological results of collective bargaining.

The attitude of managers and supervisors has frequently been changed by the experience of the negotiations. It is not unique to hear such a change expressed by some manager or foreman, in words something like this:

"Well, they wanted a union and a contract. Now they've got it, and by all that's holy, they are going to have to live with it. I'll do what the contract says and no more. I've been easy on Joe for coming in late when his wife was sick. The contract says employees are to be on the job at the starting time and I'm going to teach Joe that this means him.

"And there's Mike with his lame back. When he sat in on the bargaining committee, he forgot all about the hundred times I've tried to pick the easy jobs for him. Okay, so I'll forget it, too. From now on, he gets the jobs just as they come, easy or hard. If he can't stand the pace, that's his funeral. If he wants to trust the union contract instead of trusting me for the kind of treatment I've always given him, he can have his union contract, but he can't have both."

More than one manager has been heard to express, sadly and sincerely, a change of attitude toward the individual workmen in his plant. "I've known most of these boys for years and I've honestly tried to treat them as friends rather than employees. In spite of all that, they have chosen to join a union, to trust their interests to men who make demands on me, to seek the protection of a written contract instead of trusting to my goodwill and my judgment. If I live to be a thousand years old, I can never forget this, and I can never feel the same toward any of them."

There is likely to be a change also in the attitudes of all the intermediate people who have responsibilities in connec-

tion with employee relations—the personnel man who does the hiring, the timekeeper, the safety supervisor, the quality inspector, and the manager's secretary. All of these are likely to be impressed by the fact that every action taken by them may become subject to criticism and protest and even reversal, because of some new and untried provision in the written contract. Instead of the flexible and adaptable and usually unwritten rules under which they have been working, they feel that they have now been placed under the specific and rigid provisions of a written instrument.

There is almost sure to be some change in the attitudes of the workers themselves. If anyone has a pet grievance, he is likely to welcome an opportunity to test the protective power of the new agreement. If anyone has been harboring a concealed antagonism toward a certain supervisor or a certain inspector, he is likely to welcome some overt act which will enable him to bring the new machinery into play. He would like nothing better than to be able to trip the so-and-so, have the grievance committee carry his case up to management, and have the foreman or inspector reversed by management, "taken down a peg or two," under pressure of the new contract.

These possible changes in attitude are typical of scores of others. Where enough of them occur, the result can be the almost complete breakdown of discipline and morale and efficiency. This has been the history in real life, in a sufficient number of cases to illustrate the point.

But the common experience has been entirely different. In spite of the changes in mental attitude which are inevitable, the general rule has been that work goes on during the day and days following the signing of the new agreement, very much as it went on before. The foreman says "Hello" to Joe if he comes in a little late, and asks how the wife is feeling this morning. When Mike moves up toward a particularly heavy task, the foreman is likely to need Mike in another

part of the shop for something which is less of a strain. The timekeeper and the quality inspector usually continue to do their tasks as accurately and honestly as before. The average worker gets to work on time, carries no chip on his shoulder, and continues to do his work to the best of his ability.

As the days add up to weeks and months, the realization grows that most of the relationships in the working life have not been changed by the collective bargaining agreement; in fact, that they are not even mentioned in it. The written contract may be as short as one page, or as long as fifty pages. Regardless of length, it leaves untouched the vast majority of the details, contacts, responsibilities, and responses which add up to the sum total of life on the job.

The existence of this vast area beyond collective bargaining is specifically recognized in a few collective bargaining agreements. But most labor contracts recognize this untouched area more emphatically by taking it for granted. It is tacitly and implicitly recognized in the average labor contract, by the obvious avoidance of any attempt to make it the subject of negotiation.

On the morning after negotiation of a new contract, most of the functions in an industrial plant must be performed just as they were the day before. This applies to those functions which deal with material things, but it applies with equal force to those functions which deal with the relations between people.

On the physical side, the purchasing agent must continue to scour the market for scarce materials and supplies, and to obtain satisfactory prices, quality, and delivery dates. The plant engineer must arrange for the immediate repairs, the need for which was discovered last night. The program department must allocate the new orders to the proper departments and machines. The painter foreman must see that his ladders, scrapers, brushes, and paints are ready for repairing the shipping room. The shipping clerk must see that his

stock is arranged for convenient handling while the painters are at work. The traffic manager must continue to check on the unloading of incoming cars to avoid demurrage, and on the availability of outgoing cars to move the products to the customer.

On the side of personal relations, the employment office must hire the four extra warehousemen needed by the shipping clerk. The machine shop foreman must spend some time with Jack, his best machine man, helping to train Bob in the operation of the new milling machine. The inspector must explain the quality specifications on the new order to the straw boss in the finishing room, and help him to plan ways in which the specifications can be met.

There is the problem arising from the visit of the attorney who calls on the office manager to discuss the garnishment which he intends to serve, in the effort to collect the doctor bill from Eddie Doakes. It is the first time there has ever been any sign that Eddie neglected to pay his bills. There has been some trouble with some of the other boys, but Eddie, with his wife and two children, with his own home more than half paid for, is not the kind of employee who involves his employer in garnishments. Of course, someone must talk to Eddie, probably the assistant manager, who once was Eddie's foreman. The discussion may bring out that there is a disagreement between Eddie and the doctor over the amount of the bill. It may develop that there was also a hospital bill which took all of Eddie's ready money, and he needs time to pay the doctor. He may even need an immediate advance on the wages not due until next week. Union or no union, contract or no contract, the problem of Eddie's doctor bill and the possible garnishment must be faced.

Then there is the visit by three employees to the personnel supervisor to ask if the company will help to pay for the new equipment for the plant soft-ball team. They have never thought about passing up the soft-ball competition because

the plant has been "organized" and a union contract negotiated. Perhaps they are a little uncertain as to how the management will feel about helping out on this deal under the new conditions, but they can't lose anything by trying. And so there is another problem to be faced, which is not covered by the contract.

Three other boys are coming in to talk again about the question they brought up last week. They are junior draftsmen—very junior, in the engineering department. They wanted to know whether the company would help them to pay for a two-year correspondence course in engineering. They were told last week that the management would think it over; must think it over, because it might lead to similar requests in other departments. Now they are back to add something to the management's thinking. They have been talking to some of the fellows, and there are four boys in the office who want to take correspondence courses in accounting, two in the lab who want chemistry, and Louie in the traffic department who wants a course in traffic management. They not only need some help to pay for the courses, but they honestly believe they will work harder at them if they know the company is helping to pay for them. When it comes to deciding this question, the nice, new, black-and-white union agreement is no help.

Week after next comes the quarterly date when it is planned to recognize employees who have completed five, ten, or twenty-five years of employment with the company. It has been customary to ask the employee receiving the longest-term emblem at each presentation to say a few words on behalf of the employees. This time it happens that the longest-term emblem is the twenty-year badge for Elmer Ellis. But Elmer is the president of the new union local. He sat in on the negotiations, and not all his remarks were complimentary. Should he be allowed to think that his attitude and actions made no impression on the management representatives?

Should he be made to feel that the company is still glad to have him as a member of the team, glad that he is starting his twenty-first year of service? The contract does not say, but common sense has a rather definite answer. It is just one more question which must be decided, one more detail in a picture of good employee relations, which was not covered by the collective bargaining agreement signed last night.

Harry Hand was worried last month when he got the eviction notice. The rented house in which he lived had been sold to a veteran. The personnel supervisor helped him to locate another house, and he is going to move, next week end. But Harry is a gate watchman on the 4:00 P.M. to midnight shift, and he has found out that there is no bus on which he can ride to the new location after midnight. The personnel man checks, and finds that there is no one else driving home in that direction after midnight. Harry is too old an employee to let go, and so the only answer is to change him to the day shift. That means that Larry Lang, who has the day shift and lives close to the plant, must be persuaded to take the four-to-twelve shift. It must be worked out on a human and personal basis, without any help from the new labor agreement.

On the first day, or on days that follow quickly, there are many other questions which do not appear to be covered by the collective bargaining agreement. There is the renewal of the contract with the local doctors and hospital for the provision of medical care for employees in cases of illness or off-the-job accidents. There will be the organized solicitation for the Community Chest and the Red Cross. The First Aid Training Classes will be resumed in the fall. The Suggestion System needs a new shot in the arm.

As soon as the ink is dry on a new labor agreement, both employer and employees find that most of the phases of their daily relations have not been covered, either in their contract or in the discussions which produced it. When it is the first agreement in the plant or company and the little prob-

lems are not well handled, each of them is likely to go out and get a little black book, in which to write down the things which must be attended to, in the negotiations next year. Many such items are remembered, and the second agreement is almost always more complex, more wordy, more "messy," than the first. But as soon as the ink is dry on that contract, they are both faced again with the realization that human relations cannot be reduced to words in ink on paper.

Maturity in collective bargaining, and in employer-employee relations without collective bargaining, is characterized by growing recognition that the big task of getting along together, understanding each other, lies outside the proper scope of collective bargaining, written contracts, and printed shop rules. That big task is typified by the variety of problems, questions, contacts, and relations which begin to appear as soon as the ink is dry on any union agreement.