IV

CRAFT UNIONS AND COLLECTIVE BARGAINING

IT IS a mistake to identify collective bargaining as we know it today with the relationships which existed a hundred years ago between employers and the craft unions. The essence of those relationships has continued until now, and will continue, within certain trades and in certain situations. As a result, there are hundreds or thousands of relationships between employers and unions today which are essentially different from the correctly designated collective bargaining relationships.

In chapter x, reference is made to the early condition in which the trade union was the only practical source of supply of skilled workers in its particular trade. It was much more than this. Historians have devoted serious and worth-while effort to tracing the evolution from the guild to the craft union. We know that the emphasis of the guild was primarily upon the interest of the master workman, corresponding to the economic unit which we know as the contractor, subcontractor, or shop owner. To a large extent, at the height of the guild's importance, the fully qualified workman at any skilled craft was likely to have the status of a self-employed or independent operator.

With the full sanction of law, sometimes under the compulsion of law, the qualified craftsmen associated themselves in the guild. Through the guild they united their efforts for many different types of mutual benefit. They also united their efforts toward the discharge of certain duties imposed upon them by law.

Such a guild dealt with matters of compensation for service, of course. It naturally dealt with the training of future

and younger craftsmen, and many times operated to impose artificial restraints on the number admitted to the trade. It dealt with problems which, in our modern vocabulary, would be described as taxation, licensing, codes, and standards. It supplied a social nucleus for its members and their families, with the assurance of definite status. In one outstanding instance, that of masonry, it evidently contributed to the evolution of a purely social and fraternal unit, in which the tools, activities, and vocabulary of the craft became the symbols of philosophical truths and beliefs.

It is reasonable to speculate that the development of the early craft unions was a response to the very gradual change whereby most of the fully qualified craft workers found it no longer possible or desirable to be self-employed. The status of journeyman worker is recorded in the Middle Ages but his status was not such as to command general attention until the late eighteenth century. The story of Benjamin Franklin reflects a condition in which the journeyman was not so fully qualified in skills as the master workman, and where the average journeyman seemed to consider himself as being on the road to the status of master workman. In other words, he was moving toward the degree of mastery of his craft which would permit him to become self-employed.

Sometime during this transition, the balance swung toward the recognition of journeymen as a permanent unit in most of the trades, the recognition of journeymen as those who had attained a status complete in itself, rather than a transition status, a sort of steppingstone to the ultimate rank of master workman. It is reasonable to assume that the early craft union was an expression of this recognition on the part of the journeymen, and a tool for uniting them in the protection and advancement of their mutual interests. With this concept, we realize that the defensive and offensive tactics of such an early craft union were automatically directed against the master workmen. It was to the master workmen that most

journeymen were required to look for opportunities to exercise their skills and earn wages. It was to the master workmen that apprentices must look for indenture opportunities, the chance to acquire the skills which would make them journeymen.

In the course of this change, the stage is reached where the master workman is no longer the only possessor of the complete skills. He is no longer purely a self-employed workman. He is increasingly required to recognize the completed skill of the journeyman, and he increasingly becomes the employer of journeymen with skills usually equal to his own. The journeyman has first shared with the master workman, and then taken over from him, the need for a status which will permit him to command recognition of his skill and his wage value.

The function of the guild was as much social as economic. The function of the early craft union was less social and chiefly economic. To perform its economic function, it built the same monopoly of skilled artisans which had formerly been the characteristic of the guild. As long as the guild of master workmen continued to be a compact entity, there was something closely resembling the process of modern collective bargaining. The representatives of the early craft union spoke for the journeymen workers collectively. The guild or its equivalent spoke for the master workmen collectively.

By the end of the nineteenth century, the guild or its equivalent in the United States had largely disappeared. It had by no means gone out of existence, but it had frequently been obscured. The growth and spread of population had created attractive opportunities for thousands of independent contractors who were not always artisans, and who were not affiliated with each other. In most cities, and in most trades, some type of guild continued, but it no longer included all of the employers or contractors in the trade. In many situations it became possible for the craft union to set the terms of em-

ployment for its members, almost by unilateral action. Where the action was not entirely unilateral it was in fact unilateral as far as a considerable number of employers were concerned.

Although the union of teamsters is not a typical craft union, its method of establishing wages, hours, and working conditions is typical of this phase of craft union activity. In most cities, a central body representing the unionized teamsters conducts negotiations with an association of employers engaged in commercial draying, or what is known as "for hire" trucking operations. Up to this point, the processes are substantially those of conventional collective bargaining. But after the determination of the standard wages, hours, and working conditions in this way, the union generally imposes the same conditions upon a much larger group of employers, those who use trucks and teamsters in their own operations other than hauling for hire. For instance, most wholesale houses have little influence, little opportunity to bargain collectively, on the determination of the wages, hours, and working conditions of their truck drivers.

In some trades and in some cities, the determination of the wages, hours, and working conditions for a particularly well organized craft is completely unilateral. This may be interpreted as the possession of a dominant bargaining power which enables the craft union to by-pass the process of proposal and counterproposal, demand and rejection, and eventual agreement. The practical effect of it has been to condition much of the craft union leadership for the determination of such questions as wages by unilateral action. The member of the craft union who is offered employment will refuse to accept it if the wages are below the standard set by his craft union. That standard may have been set through the process of collective bargaining with some other employer or some group of employers. As far as any other individual employer is concerned, he has no opportunity to engage in

collective bargaining and has had none in the past, unless he has been a member of the possible employer group.

A typical situation might be that of a sash and door manufacturer who finds it necessary, for the first time, to employ a full-time maintenance electrician. He may recruit his electrician by advertising, or by calling an employment office. If the craft is well organized, he may find it necessary to call the union secretary. Whether he talks with the union secretary, or with an individual craftsman who applies for the job, he has no chance to negotiate on the terms of employment. He is told that the union rate is so much per hour, the union schedule is so many hours per day and so many days per week, certain holidays not worked are to be paid for, certain work carries a premium rate, and so forth. He can take it or leave it. The rate may be more than he considers reasonable. It may be such as to conflict with his general wage structure in his sash and door plant. The standard hours may not coincide with his operating hours. If so, it is unfortunate for him; but as a rule it is useless for him to try to negotiate any modification of the standard practices established by the local union.

The early minutes of a local union of painters organized fifty years ago give a revealing picture of the typical attitudes and habits of a purely craft union at the turn of the century. At its first meeting, the local was organized with forty-four members present. A committee of five was appointed to draft resolutions, which it did during a thirty-minute recess. The forty-four members present signed the resolutions, four of which set definite standards for working hours, overtime and apprentice ratios. Another resolution mildly suggested collective bargaining by saying, "That we request the master painters" that the wages of journeyman painters be advanced to designated figures. A committee of three was appointed to "confer with the contractors, and present these resolutions and request their consent to them."

At the second, third, fourth, and fifth meetings there were committee reports to the effect that the contractors were stalling on their reply. At the sixth meeting the committee reported that the contractors had declined to sign the resolutions adopted by the union, and had adopted some resolutions of their own, which the union was unwilling to sign. At this meeting a new committee was appointed to wait upon the contractors and was given power to act on behalf of the union.

At the seventh meeting, the new committee reported that "after arguing the question to the utmost, the committee drew up new resolutions and accepted the report from the bosses." The new resolutions then became the standard practices of the local. (In this instance the bargaining power of the new union was so weak that its members accepted the terms set unilaterally by a small group of employers.) The following meetings almost invariably contained reports of efforts to persuade individual employers to sign the union resolutions, reports of disciplinary action against members of the union who worked at wages below the standard set forth in the resolutions, and plans for refusing to work for employers who did not observe the union standard, accompanied by efforts to publicize the delinquency of such employers. One of these efforts involved going as far as 750 miles to find the nearest metropolitan paper which would print the unfavorable publicity directed against the noncooperating employer. In the meantime, the local union had grown so that a majority of the members were men who had no part in drafting the original resolutions or sending the committee to meet the employers. The new members voluntarily submitted themselves to a code of working conditions which had been adopted without their help or advice.

An experience recounted by one of the outstanding national officials of a labor organization illustrates another phase of this attitude. Following considerable disturbance

in an industrial area in a Far Western state, this official performed what he called a strenuous collective bargaining job, from a city on the Atlantic Coast over two thousand miles from the disturbance. He negotiated for several days with officials of the corporation concerned and finally signed a contract on behalf of more than a dozen international unions in various crafts and trades. His own description of the climax of the experience, quoted substantially but not literally, was:

"And then what do you think the blankety blanks did? Not one of the presidents of those international unions had the guts to follow through. After all I had done for them, I had to go out there myself, take a three-day trip on the railroad, and spend more than a week cramming this contract down the throats of the men in the locals. Did they appreciate what I had done for them? Not on your life. You would think that I was the boss they were fighting with, instead of the man who had done their collective bargaining for them. But, of course, they had to take it and like it, in the long run."

These paragraphs are not intended to be critical of that method of setting wages, hours, and working conditions. It was effective; possibly it was necessary. But it was neither the model nor the forerunner of collective bargaining as we understand it today.

Further, these comments should not be interpreted to mean that craft unions cannot and do not carry on conventional collective bargaining in many of their relationships, perhaps in most of their relationships. Neither do they indicate merely that a well-organized craft union, controlling the supply of skilled workers, is such a strong collective bargaining unit that it can usually impose its desires over the objections of the employer. The significant fact is that such a dominant craft union is actually in a position to disregard the processes of collective bargaining, as far as any individual employer

is concerned. Not only is it able to do so, but it has done so in an impressive number of its employer contacts.

The contrast between these practices and the modern concept of collective bargaining was dramatized by the International Typographical Union after enactment of the Taft-Hartley Act. This union officially refused to negotiate and sign new contracts with employers. It demanded instead the right to post "conditions of employment" under which members of the union would work. Throughout most of the country, this union held so complete a control of the skilled craftsmen in the trade that it could effectively revert to this outmoded practice. The practice could apparently control the jobs as effectively as a closed shop contract.

But the policy clashed with the customs and morals of the new day. The Taft-Hartley Act, unlike the Wagner Act, required unions as well as employers to bargain collectively in good faith. The International Typographical Union turned the spotlight on the distance between their attempted return to unilateral action and the practice of collective bargaining evolved and legalized in recent years.

Both in collective bargaining and in the unilateral imposition of their standards, the typical craft unions were, and are, practical rather than theoretical. They are concerned with wages, hours, and working conditions, narrowly defined, and rarely exert pressure in fields of social theory. Other aspects of this policy are discussed in the chapter dealing with "The Fringes." It is a characteristic well known to employers who have had dealings with such unions over the years. Generally it is welcomed by employers because it confines the arguments and the requirements to well-defined limits, in effect, to the limits of money matters and job protections.

Jurisdictional disputes are consistent with this philosophy. If a carpenter's union has negotiated or established a wage of two dollars an hour for its members, it will naturally re-

sent the efforts of plumbers or tile setters or painters to do the work of carpenters, even if that work is purely incidental to installing bathroom fixtures. The jurisdictional dispute which causes a work stoppage is naturally condemned by the public, even by labor union leaders, as stupid and immoral. There is still reason to see some logic behind the dispute itself.

In relation to collective bargaining today, the jurisdictional dispute, with its very practical logic, is a serious problem. It cannot be solved by collective bargaining. The agreement by the employer to deal with a certain union party to the dispute will not settle the matter. In fact, such an agreement frequently provokes the jurisdictional dispute. The basic theory of exclusive jurisdiction is directly in conflict with our whole statutory concept of collective bargaining, which begins with the right of workers to have representatives of their own choosing. A feeble attempt was made in the Labor-Management Relations Act of 1947 to rationalize the idea of "craft units" with that of "representatives of their own choosing." Theory of jurisdiction is a realm in which craft union practices conflict with modern collective bargaining.

The craft union was the type of organization which was prevalent in the United States until 1933. It is true that there were huge industrial unions, notably the United Mine Workers, the Amalgamated Clothing Workers, and similar unions in other industries. But the dominant type was the craft union, controlling or attempting to control the supply of skilled workers in a given trade. The mass of workers in the automobile industry were not organized, but most employers in the automobile industry were subjected to the requirements of craft unions in the employment of some of their skilled workers. They may have maintained a position and principle by refusing to have any dealings with a union representing electricians or toolmakers. But if they needed qualified men in these trades, in a city where the trade was completely

unionized, they necessarily employed such skilled men at the wages and on the terms which had been established by the craft union. They might ignore the fact that the newly hired craftsman was a member of the union, but in most cases they tacitly accepted the fact that they must pay him the wages which his union had established as standard.

Even in an open-shop mass-production industry, the wages and hours of such skilled craftsmen were those which had been set by their respective craft unions. The craft union did not achieve this condition through collective bargaining with the open-shop employer, but by the firm adherence of its individual members to the standards which had been set by the union.

All the traditions and practices of the strictly craft union made it difficult for such a union to adapt itself to the new theory of collective bargaining projected into our employment structure by federal legislation. The unsuitability was partially evident under the temporary protection for freedom of organization which was provided by the National Industrial Recovery Act. It became much more obvious under the more elaborate protections of the Wagner Act, particularly when those protections became effective through the 1937 decision of the United States Supreme Court. The essentially new element in the picture was the opportunity for employees to be represented by a union of their own choice. The electricians, carpenters, machinists, welders, electroplaters, and scores of other types of tradesmen in the automobile industry generally chose to cast their lot with the industrial type of union. Even where they chose not to do so, the machinery of the National Labor Relations Act frequently made it necessary for them to be represented by an industrial union. The history of the National Labor Relations Board is full of protests and denunciations by craft unions that lost their power to dictate, or even negotiate, the terms of employment for their members, as a result of the determina-

tion of a bargaining unit which was entirely logical under the new concept of collective bargaining.

Many of the principal craft unions recognized the situation, sufficiently at least so that they compromised between their traditional procedures and the demands of the new situation. Machinists, electrical workers, printing pressmen, teamsters, and carpenters, among others, have gone into the industrial union field on a wholesale basis. Through specially chartered local unions or through the equivalent of subsidiary international unions, they have equipped themselves to bargain collectively on behalf of all the employees in a plant or an industry, regardless of trade or craft. The change in the identity and occupation of the workers whom they represent is highly significant, but not nearly so important as the basic change which had to be made in their method of dealing with employers.

A craft union which represented four operating engineers in a manufacturing plant employing a total of eight hundred workers was never required to consider the general economic or competitive situation of the plant. It could, and usually did, arbitrarily impose the standards of wages, hours, and working conditions which it had established for operating engineers in the area. If such a union chose to enter the industrial union field, and represent the entire eight hundred employees in a manufacturing plant, it could no longer maintain its disregard for plant-wide conditions. It must listen to the statements of the employer as to the cost of production, the wages paid by his competitors, the effect of freight rates on his ability to sell his product and employ his workers, and a hundred other factors which never entered the picture as far as the four operating engineers in the steam plant were concerned. Furthermore, when it undertook to represent the eight hundred employees, such a union had to give proper consideration to the desires of those employees. The four operating engineers in that particular plant might

not be permitted to have any desires of their own, different from those which had been officially adopted by the local union comprising all the operating engineers in the area. The same attitude could not be maintained toward the eight hundred employees, consisting of twelve gate watchmen, two hundred girls in the finishing and packing room, one hundred machine operators, sixteen machine oilers, twenty hand-truckers, and so forth.

The illustration which uses the operating engineers union is entirely theoretical, because that union did not enter the field of industrial unionization. The problem would be the same for a union of machinists, electricians, or carpenters, which did enter the field. The trained leaders have been accustomed to determining the standard wages, hours, and working conditions, largely on the basis of considerations other than the desires of the members. Such leadership, entering the industrial union field, found it necessary to reverse the habits of years and to integrate the desires of hundreds of workers, engaged in diverse occupations, within a given plant or company. The leadership also faced the necessity of developing new approaches and new attitudes for dealing with employers. The approach of building-trades craftsmen to contractors could be almost arbitrary. For instance, a demand for an increase in the wages of carpenters could be much more readily enforced against contractors in an entire area, since the increased cost would be automatically passed on by the contractor-employer. No such advantage exists in presenting the demands to a manufacturing employer, whose competition is not limited to the immediate area, and whose ability to meet the increased payroll or even to provide work for the union clientele is influenced by the cost of production faced by his competitor a thousand or two thousand miles away.

The trained leadership of the old craft union also faced the problem of substituting leadership for discipline, in the

affairs of the union itself. The member of the traditional craft union had acquired an attitude of orderly adherence to the union program, through a schooling which usually began with his apprenticeship. The mass membership of the new unions, built up under the protection of the Wagner Act, had no basis for any such adherence to the organization or its officers. The leadership not only had to find ways to enlist, convince, and serve this untrained membership, but it was also required to expand its own ranks by the designation of a great number of new leaders drawn from the miscellaneous new membership.

It is important to recognize certain general facts in the performance of collective bargaining functions by the craft unions. First, the traditional craft union was a fraternity, whose strength derived from the fact that its membership represented a practical monopoly of the skilled workers in the trade. Second, because of its history and method of operation, the craft union procedure was more in the nature of enforcing standards which it had set for its members, than in bargaining with employers. Third, the traditional craft union faced enormous difficulties in adjusting itself to the concept of rank-and-file organization, and to the representation of workers for collective bargaining. Fourth, the collective bargaining experience of the past ten years has been confused by the persistence of the old craft union function of enforcing standards, at the same time that unions generally undertook to bargain collectively on behalf of a miscellaneous worker group. Finally, the tradition of self-sufficiency and devotion to predetermined standards, by typical craft unions, has been a major factor in blinding employers to the large area of their responsibilities which are outside the field of any form of collective bargaining.