Cooperation In Labor Management Relations: An Empirical Evaluation

William Jeffery
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COOPERATION IN LABOR MANAGEMENT RELATIONS:
AN EMPIRICAL EVALUATION

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COOPERATION IN LABOR MANAGEMENT RELATIONS:
AN EMPIRICAL EVALUATION

By
William George Jeffery

A Thesis
Submitted to the Faculty of the Division of Social Sciences
in Partial fulfillment of the Requirements
for the Degree of
Bachelor of Arts
Carroll College
Helena, Montana
1964
to My Beloved Parents
Cooperation, as it exists today in labor management relations, leaves much to be desired. Although there have been some formal cooperative plans put into practice, such plans are the exception rather than the rule. This study is an empirical evaluation of cooperation as it is found within our present labor society.

Chapter I has for its intended purpose a brief explanation of the collective bargaining process. It is through collective bargaining that cooperation becomes institutionalized. Chapter II explains the basic elements of cooperation as it is observed, and also contains a brief summary of current cooperative plans. Chapter III is an evaluation of cooperation based on violations of Section 8 (a) (3) of the Labor Management Relations Act of 1947.
This study was prepared under and approved by the Very Reverend Doctor John J. O'Conner, chairman of the Division of Social Sciences at Carroll College in Helena, Montana. The writer is sincerely grateful to him for his scholarly guidance and painstaking direction in the development of this work. Thanks are also due to the Reverend Doctor John J. Mackin for planting the seed of labor relations within this writer's heart. Appreciation is also due to various members of the faculty and staff of Carroll College.
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CHAPTER I

COLLECTIVE BARGAINING
Introduction

To bargain collectively is the performance of the mutual obligation of employer and the representative of the employees to meet at reasonable times and confer in good faith with respect to wages, hours, and other terms and conditions of employment, or the negotiation of an agreement, or any question arising thereunder, and the execution of a written contract incorporating any agreement reached if requested by either party to agree to a proposal or require the making of concessions. ¹

To some persons the term collective bargaining is a vague concept denoting an activity which is quite difficult to comprehend. Many would agree that it has to do with the general area of labor relations but few can elaborate on this basic truth. Part of this lack of understanding can be attributed to a difficulty of definition. In attempting to define collective bargaining we seek to confine a dynamic process in a static enclosure. Many noted men have attempted essential definitions of this process but most have failed in grasping the total scope of the practice. C Wilson Randle points this out in fact when he states:

"Collective bargaining annually fixes the livelihood of 17 million union members; improves the living standards of both union and nonunion members alike; and is a major part of American labor relations." ²

As a method of industrial relations, collective bargaining is a dynamic and a relatively recent development. What holds true today falls short of accurate description tomorrow. It should not be


concluded that because of the lack of an essential all embracing definition, an acceptable one cannot be offered.

**Definition of the Term**

The term collective bargaining was coined by Sidney and Beatrice Webb, historians of the British labor movement. It was first given circulation in the United States by Samuel Gompers and has long since been an accepted expression in our vocabulary. A bargain represents an agreement and there must be at least two parties involved. The word collective adds the notion of group agreement. Therefore, collective bargaining is a method by which group agreement is reached. One of the best formal definitions of the term in print today has been set forth by Harold W. Davey in his work on collective bargaining. His definition reads as follows:

The term collective bargaining is defined to cover the negotiation, administration, interpretation, application, and enforcement of a written agreement between employers and the unions representing their employees setting forth joint understanding as to policies and procedures governing wages, rates of pay, hours of work, and other conditions of employment.

This definition by no means gives the complete nature of collective bargaining, but after a brief analysis it is evident that this definition is workable. Therefore, this will be our definition for the extent of this work.

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Scope of Collective Bargaining

It is hoped the reader will realize that collective bargaining is a basic process in American labor relations, resulting in some 100,000 collective labor agreements throughout the United States today. Although some are restricted to wages and hours; others deal with the joint administration of pension, and health-welfare plans, while still others are concerned with joint efforts to increase production and decrease costs.

Many feel that collective bargaining is a group process substituted for individual bargaining. This is not the case. Lloyd Reynolds indicates, "In general, the alternative to collective bargaining is no bargaining." In most economic circumstances the individual worker in relation to the total work force is so minor that for all practical purposes his bargaining power does not exist.

Collective bargaining is an art rather than a science. It is a process of industrial democracy in a highly developed form. It is a government through the consent of the governed—the laborers. It possesses a series of checks and balances quite similar to those found in the Constitution of the United States. One can distinguish between the negotiation of the contract—the legislative phase, the administration of the contract—the executive phase, and the interpretation of the contract—its application or judicial phase. A system of industrial jurisprudence is also the result of this process.

With each succeeding year many new and extensive agreements are being established. This rapid increase began during the postwar period. The majority of such agreements run for a fixed period of time, e.g., one year, after which they may be automatically renewed or renegotiated. Let us now pass from the definition of collective bargaining to a brief history of its development.

**History of Collective Bargaining**

The development of the collective bargaining process in the United States, from its first formative stages to its present level of development, is deeply rooted in American political and economic history. The history of the labor movement in the United States is actually the history of collective bargaining. Credit must be given to American labor for resorting to collective bargaining, as against political means, to achieve their objectives. This situation is unique among labor movements throughout the world.

It was just twenty-nine years ago that Congress passed legislation requiring employers and employees to meet and bargain in good faith. It must not be concluded from this that collective bargaining began some twenty-nine years ago. Historians have traced the first attempt at collective bargaining back to the year 1636, only sixteen years after the Pilgrims landed at Plymouth Rock and nearly one hundred and fifty years before the establishment of our national government. The men in this first recorded agreement were a group of

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so-called "bound" workmen and fishermen. They met with a representative of their employer and attempted to persuade him to pay them a years wage which he was withholding. Five years later the same representative was complaining that his workers engaged in a type of work stoppage in protest of inadequate food. It is interesting to note that the first recorded collective bargaining agreement preceded the first recorded strike by five years. It was not until some hundred and fifty years later that the first forerunner of a modern trade union appeared.  

There is some importance to this sequence of events. History thus indicates that the unions came about to fulfill the laborer's basic need of organization and to give him greater power in bargaining. Neil Chamberland maintains that the rise of collective bargaining is nothing more than a manifestation of the democratic idea in a land of free men.  

Prior to 1935, the employer negotiated with his employees only if the union was strong enough to force him to do so. Otherwise conditions of employment were determined by the will of the employer. The practice of company dominated unions began to spread during this period. Such activities greatly increased during the depression years of the 30's. The use of injunctions against any "power" attempts of the union also became conventional. A majority of employers continued to oppose unionism, and its ensuing activities. Any and all methods, legal, economic, and political were used as weapons by a resisting
Nevertheless, the idea of collective bargaining was gaining momentum and was becoming institutionalized in our economic culture.

Horace Greeley proved to be a great motivating force behind collective bargaining with his editorial columns in the New York Tribune. The failure to accept his proposals was primarily due to the inability of the employers to associate effectively and agree upon counterproposals. Some wanted to attempt such bargaining but many felt such activity would result in a usurpation of managerial authority. Most agreements were developed during union councils and then attempts were made at their enforcement. After the Civil War, unions began to become an accepted institution and a new approach at bargaining called "horse trading," began to creep into the picture. Unions asked for more than they expected, thus making negotiation possible.

The notion of scientific management, which did not attract widespread attention until about 1910, posed a new threat to collective bargaining. Such things as time and motion studies seemed to solve all disputes as to what constituted fair day's work. It soon became evident that these disputes still required value judgments rather than scientific observation and evaluation. A far more serious threat was posed by the employee-representation movement. It was a system where employers selected representatives for a legislature at which management was also represented. The governing concept was that all the members of the particular plant were citizens of the industrial community. The final decision for all matters rested with management, although employees could bring up questions concerning wages and

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working conditions. The wartime policy of compulsory negotiation acutely stimulated this process of employee-representation groups. In the postwar era labor began a sustained drive to substitute collective bargaining for this quasi-legislative process. 10

The first in a series of national legislative acts which aided collective bargaining was the Railway Labor Act of 1926. It resulted from the failure of the Railway Labor Board, established under the Transportation Act of 1920. The 1926 Act has been supplemented by various amendments throughout the years. The Act attempted to facilitate the peaceful settlements of labor disputes which threatened the service of necessary agencies of interstate transportation. It expressly prohibited the use of "yellow dog" contracts. A primary purpose of the Act was to forbid any limitation upon the freedom of association among employees. 11

The first attempt to extend the benefits of the 1926 Act to all employees throughout the nation came with the National Industry Recovery Act of 1933. This was the first in a series of New Deal enactments designed to stimulate national recovery from the great depression of the 1930's. The famous Section 7 (a) of this Act required that all employers must recognize the right of employees to organize and select representatives of their own choosing for the purpose of collective bargaining. To effectuate compliance with the N.I.R.A. and to conduct elections to determine the appropriate

10 Ibid., p. 36.
bargaining unit, the President of the United States was impowered to establish the National Labor Board, which was later changed to the National Labor Relations Board. The NIRA was declared unconstitutional in the Schecter Corporation v. United States decision. 

Undisturbed by this decision, Congress set up the National Labor Relations Act, sometimes called the Wagner Act for its principal senatorial sponsor. In designing this Act Congress drew heavily from the Railway Labor Act of 1926 and Section 7 (a) of the National Industry Recovery Act. It was hoped that this would result in the acceptance of the Act by the Supreme Court. The two most important sections of the Act are Sections 7 and 8. Section 7 states the substantive rights of the employees, while Section 8 protects the employee from employer interference. Great joy spread among the ranks of the organized laborers when the Supreme Court declared the Act constitutional in the NLRB v. Jones and Laughlin Steel Corporation decision of 1937. 

The net effect of the Act was to guarantee employees the right to organize and it placed a requirement upon the employer to accept in good faith, and work with such employee organizations. The old employee-representation plans now became unacceptable, since such activity did not fulfill the new requirements of being free of employer control.

The years that followed the Act found it subject to a running battle by employer groups. They argued that instead of equating bargaining

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13 Ibid., p. 339.

14 Ibid., pp. 413-416.
power, the Act actually served to tip the balance measurably in favor of labor. Congress now decided that many of the employers' arguments were founded in fact. Finally, over a Presidential veto, an amendment to the National Labor Relations Act was passed on June 23, 1947. This piece of labor legislation was titled the Labor Management Relations Act of 1947. Since the major criticisms of the Wagner Act was its one-sided provisions, the national legislature began to apply some restrictions to labor which only the employer had been previously subjected. The 1947 Act:

1) Abolished the closed shop.
2) Exempted supervisors from its coverage.
3) It disclosed certain activities engaged in by unions to be unfair labor practices.
4) It established the Federal Mediation and Conciliation service.

These are considered to be some of the more important provisions of the 1947 Act. This Act has also been subjected to bitter criticism, coming mostly from organized labor. Few of the changes introduced by the Act have been acceptable to labor. Many in the area of organized labor feel that the Act has moved the balance of power back to the side of the employer.

As a result of the investigations of the Senate Select Committee on Improper Activities in the Labor Management Field, popularly known as the McClellan Committee, Congress enacted the Labor-Management laws. It was concluded that certain abuses existed in the area of labor relations which required legislative correction. Congress in

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15 Labor Law Course, p. 1012.
attempting to control these abuses required the reporting to the
government on various union affairs and on certain transactions
between unions and management. Congress also set up means by which
the internal union affairs could be regulated. Organized labor again
has opposed this law with excessive vehemence, feeling that the law
had unjustly limited the autonomy of union activity. 16

Conclusion

This brief endeavor has by no means covered the scope of the
collective bargaining process. Rather its intention has been only
to serve as an introduction to a vital process. It is hoped that this
section has been for the untrained a stimulating introduction, and
refreshing and memorable to those veterans of labor life.

16 Ibid., p. 1015.
CHAPTER II

COOPERATION IN COLLECTIVE BARGAINING
Introduction

Government and cooperation are in all things
the laws of life; anarchy and competition
the laws of death.

—John Ruskin—

If labor relations confront our confused and troubled times
with any major challenge, it might be this. How can cooperation be
instilled into labor-management relations? Everyone urges cooperation,
yet conflict is existing on all too wide a scale. You cannot have
peace and harmony while the employer and the unions are engaged in a
constant warfare. Regularity cannot be had while the human element is
excluded from labor relations.

Since man is by nature social, and is inclined to be a member
of some group, the culmination of such activity is his cooperation
with his fellow members of society for their own perfection. From this
one can maintain that capital cannot get along without labor, nor can
labor long survive without capital. In actual practice all these
activities are colored, qualified, and conditioned by the effect they
have on one another. ¹

The very dimensions of our industrial society calls for the
cooperative approach. In war as in peace, American industry stands
proven by its works, watched by the world. Why shouldn't those who
produce develop the cooperative spirit, the team loyalty and cohesiveness,
necessary for a more successful labor society?

¹William J. Smith, S.J., Spotlight on Labor Unions (New York:
Definition of Cooperation

In an attempt to remove all doubts as to the nature of cooperation (as used throughout this work) we shall define it as: "A social process in which the participants strive for a common or shared goal whose achievement is possible either to all or none of the participants." ² Union-management cooperation, as it is found in the United States, is generally considered as joint action. Timasheff, Facey, and Schlereth have this to say about joint action:

In regard to joint action the activity of one participant is exactly or nearly the same as the action of any other participant.... In such instances joint action is imperative, if the common goal is to be achieved. In other cases, joint action is optional; then it is optional because it makes the performance quicker and easier, or more pleasant... ³

Cooperation is usually formal in nature and is usually concerned with matters beyond the scope of the collective bargaining contract. Since employers and employees are required by law to bargain in good faith some incentive is given to agree. It should be remembered, however, that cooperation as defined and explained above is strictly a voluntary endeavor. Before cooperation can be established in any form there must be a harmonious collective bargaining relationship. Only after this plateau has been reached,

³Ibid., p. 190.
is it possible to begin the development of a sound cooperative process. The benefits resulting from the adoption of such a process are advantageous to both management and labor. Management profits by a reduction in labor costs, increased regard for materials and mechanical energy, and the elimination of waste. Labor profits by improved working conditions, stability of employment, and increased worker morale. In a sense such plans have answered many of the joint problems of labor relations.

Union Attitudes

The basic union attitude toward cooperation has changed during the past fifty years from one of indifference to one of widespread interest and concern in all aspects of the business operation. The war years have brought the problem of production into immediate and clear focus. This interest was not abandoned during the 1920's, despite the prevailing atmosphere of conflict between management and labor. However, this coadjuvant attitude of labor, especially the AFL, was greatly reduced during the depression of the early 1930's. With the increased emphasis on the mass-production industries, a new interest was kindled in union-management cooperation. The CIO took a genuine interest in the process. With the start of World War II cooperation was tremendously accelerated, with the survival of the nation as its major goal. With renewed interests, labor became involved in the area of committees, especially ones for the increase of production and the reduction of costs. At the end of the war the AFL urged the continuance of this approach:
Many labor-management committees want to continue their work in peacetime.... To accomplish this cooperation, unions must work with management to reduce production costs, and management must give the unions concrete information about production problems, and be ready to "talk cold facts" around the conference table. Union-management cooperation brings efficiency, not by speedup, but by breaking bottlenecks and by a hundred and one other improvements which workers can make because they know working conditions from direct experience. 4

This statement should occasion the question, why is cooperation not more widespread, if this is the basic union attitude? Numerous responses have been offered and the essence of the answers can be summed up as follows:

1) Unions do not realize that employers need help in reducing cost or improving methods.

2) Up to the present, unions have been bitterly opposed by most employers and have had to fight for the right to exist.

3) Employers must bear considerable responsibility for the limited spread of union-management cooperation. With few exceptions they have not desired or sought the help of unions in increasing efficiency.

4) Many unions have not seen a close relationship between costs and employment, particularly in the short run. They have based their policies upon the assumption that the employers cost can be substantially raised without producing much of an effect upon the employment of their members. 5

Many times unions take the position that they are not sharing adequately in the results of the productive process. Realizing that they must fight hard to gain important concessions from the employer,

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the idea of cooperation does not occur to them. If such an idea were brought to their attention they would probably reject it on the grounds that such activity would be a sign of weakness and would weaken the bargaining position of the unions. Unions have frequently argued against union-management cooperation on the grounds that it would diminish the effectiveness of the union by undermining the militant spirit of its members.  

It must not be assumed that management is entirely at fault for the failure to adopt cooperation. Cooperation, being a working together, requires the mutual collaboration of both parties and as it has been pointed out, unions many times must share the burden of responsibility.

Management Attitudes

In recent years, management has relinquished its basic opposition to cooperative plans. Although distrust and suspicion of unions are still found among some employers, most recognize the need for some type of cooperation and acceptance, even if they fall short of formal cooperative agreements. Scientific management has pointed out the necessity of obtaining worker cooperation and management has accepted this fact to some limited degree.  Management tends to be very cautious of any attempts to restrict its authority over the productive process. Since capital and labor are not mutually exclusive,


7 Davey, pp. 1-6.
the majority of functions in the productive process must be a joint endeavor. It should be noted here that there are certain functions which lie within the domain of management, and others which within the territory of labor. Harold W. Davey makes this point in his work on collective bargaining:

1) Management should have exclusive, unchallengeable authority in the exercise of functions that have no direct impact on human relationships.

2) By the same token, unions should have exclusive, unchallengeable authority over their own internal affairs, except when the execution of internal union functions have a direct impact on industrial production and worker relationship with management.

Once the functions of both groups are clearly defined a new relationship begins to develop. At this stage the parties do not fear over-extending themselves on matters of mutual concern, and now they can install the groundwork for the cooperative process.

Joint Committees

A cooperative project can be set up for a single purpose or meet a variety of problems. The forms of cooperation usually varies with the circumstances. Joint committees are the most frequent. They may be of a permanent nature or may study a particular problem and cease to exist once the particular problem has been solved. Most often, union-management committees work together on such problems as plant safety, absenteeism, and training. Success in these areas may lead to collaboration on matters of efficiency, production, waste, work simplification, and plant layout, or even product design.

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8 Ibid., p. 166.

The joint committee was a natural development of a nation scrutinizing its procedures in times of industrial stress. Some five thousand such committees were instituted between 1942 and 1945. Between five hundred and one thousand involved with the "joint" process of production. War activities, such as bond drives, blood donor campaigns, etc., occupied the major interests of many such committees. Only a few of these committees were able to survive in the postwar periods. The brief existence of some of these groups provided a much needed insight into cooperation for future efforts in this direction. In addition, many influential individuals became convinced of the great potential of cooperation as a method of industrial peace.

Size proved to be a very important factor in the construction of such committees. Large, oversized committees accomplish little, while small compact ones are usually not representative. The actual size of a successful committee varies from industry to industry.

In regard to structure of Joint Committees, the general approach is as follows: On the top is a high level committee, large enough to include policy making officials of both the firm and the union, top production officials, and possibly even shop stewards. Equal representation is a characteristic of such organizations. The top level committees are usually supplemented by committees or the departmental and special-problem-area level. These subcommittees include representatives from the lower echelons of management and the unions. This lets the top level group free to perform the basic

\[\text{Ibid., p. (2:07)}\]
Naturally, these committees many times do not meet the utopian goals of their founders. Lack of clearly defined objectives and the assimilation of the aspects of a negotiating body are some of the most common shortcomings of Joint Committees. In a circumstance which indicates the need for individual action it is usually ill-advised to have a decision made and responsibility assumed by the members of a committee. Committee decisions may require compromises which may produce a decision inferior to one that would be rendered by an assigned individual. However, unless the individual committee members have the necessary qualifications, interests, and information for meeting the particular problem, the committee will be of little value. 12

Current Examples of Cooperation

In recent years, many new plans of cooperation have grown in scope and significance. The railroads and clothing industries have made use of such plans. Many of these relationships date back to the year 1923 and some even earlier. The "B and O" Plan, established among the major railways was an attempt to head off employee-representation plans. A suggestion plan was adopted thus giving the employees a sense of importance and purpose. 13

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11 Ibid., pp. (2+07) 4-6.


The clothing industry saw the development of a marked degree of union-management participation seldom found in American industry. The long history of collective bargaining between management and the union (Chapter I) is necessary for the success of formal cooperation. The relationship between the Hickey Freeman Company and the Amalgamated Clothing Workers of America is a typical example of successful collective bargaining being used as the starting point for cooperative activities.

Cooperation in the area of finance, though admittedly rare, is found in isolated instances throughout our industrial society. The Boot and Shoe Workers Union announced that they would provide contributions of $100,000 to any organized fund operated for the purpose of increasing the per capita consumption of shoes. They were thus cooperating in a plan to increase use of shoes. Contributions given to assist a lagging firm or industry are not uncommon among the International Ladies Garment Workers Union. Many small, local manufacturers owe their existence to such unions as the ILGWU. The Amalgamated Clothing Workers loaned the Hamilton Tailoring Company $100,000 to carry it through a period of recession. The company in turn repaid $10,000 per month until the debt was paid. When asked why the unions would do such a thing, a spokesman for the union answered: "Our members work in this place...The union functions to protect people's jobs. We feel we are part of the industry." 14

Many times management and the unions jointly hire experts to study the plant and recommend certain courses of action. At times the unions provide expert help as an assistance to the employer. For example,

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The ILGWU and the ACW have industrial engineering departments which can be diverted to help an employer in need. Business agents, skilled in the technology of industry, have been used by the needle trades and other unions to assist a declining firm. Again the purpose of such union activity is to protect its members and their jobs. 15

Conclusion

The essential idea behind the cooperative process is quite easy to understand, but the day-to-day application of the theory provides the test. It is extremely important that both parties of the collective bargaining process wholeheartedly support any programs of cooperation. Management must accept the union as an associate and the union must consider management as a co-partner. Once this is established and the collective bargaining process has become a basic institution, the seeds of cooperation have been planted. For a strong and healthy organism only constant care is necessary.
CHAPTER III

TRENDS IN COOPERATION
Introduction

Cooperation, as has been pointed out in Chapter II, is a natural and necessary goal of American labor relations. Since it is the natural culmination of human activity, man need only act in a natural way to achieve it.

In this section, by the use of empirical evidence, we will attempt to analyze the progress that has been made toward the institutionalization of cooperation in the American labor society. We will do this by analyzing charges filed before the National Labor Relations Board. These charges will be concerned with a specific section of the Labor Management Relations Act (Taft-Hartley Act), that is, Section 8 (a) (3). Now for an explanation and evaluation of our procedure.

Explanation of Section 8 (a) (3)

According to the National Labor Relations Act, as amended by the Labor Management Relations Act of 1947, and the Labor-Management Reporting and Disclosure Act of 1959, employees are guaranteed the right to organize and engage in collective bargaining or refrain from doing so if they choose. The rights guaranteed to the employees are set forth in Section 7 of the 1947 Act, which reads as follows:

Employees shall have the right to self-organization, to form, join or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, and shall also have the right to refrain from any or all of such activities except to the extent that such rights may be affected by an agreement requiring
membership in a labor organization as a condition of employment as authorized in Section 8 (a) (3). ¹

Since these rights are guaranteed by law let us move to section 8 (a) (3) of the 1947 Act. This section provides that it shall be an unfair labor practice for an employer "by discrimination in regard to hire or tenure of employment or certain terms or conditions of employment to encourage or discourage membership in any labor organization." ² In a later interpretation of this Section, the United States Supreme Court stated:

An employer may not encourage union membership or activity except with respect to the payment of dues and initiation fees under a union-security contract.

An employer may lawfully discriminate against employees if he does not do so to encourage or discourage union activity, but he will be presumed to have done so for that purpose if it is a foreseeable consequence.

Encouragement or discouragement of union activities need not be proven by direct evidence, but may be established by reasonable inference. ³

Section 8 (a) (3) was enacted primarily to insure that union and non-union workers shall be accorded equal treatment by an employer. Within this section is implied the notion of discrimination although it is clearly never defined. The Seventh Circuit Court of Appeals defined the term discrimination as intended under the original Act as follows:


³ Labor Law Course, p. 1517.
We believe that the term 'discrimination' takes its meaning from the context of Section 8 (3), and that it refers to anti-union discrimination, that is, to a different treatment accorded union employees solely because of their union membership or activities and without reference to whether they hold comparable or incomparable jobs. To restate and summarize, Section 8 (3) prohibits certain employer conduct, namely, the discouragement of union membership by means of anti-union discrimination. It directly protects union membership, and it indirectly protects employees engaged in lawful union activities from discharges that would effect a discouragement of union membership. 4

This further definition and explanation brings Section 8 (a) (3) into a clearer focus.

The National Labor Relations Board has felt that there exists a violation of Section 8 (a) (3) when the employer:

1) Gives inconsistent reasons for discharge.
2) Discharges on the strength of past misdeeds that were condoned.
3) Neglects to give customary warning prior to discharge.
4) Discharges for a rule generally unenforced.
5) Applies disproportionately severe punishment to union supporters.
6) Effects layoffs in violation of seniority status. 5

The nature of a violation of Section 8 (a)(3) is well exemplified in the case of the Peoples Motor Express v. National Labor Relations Board. 6

Explanation of Procedure

Since we have explained the nature of Section 8 (a) (3), we will now attempt to show how we used this Section in determining

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4 Montgomery Ward and Company v. NLRB (CCA-7 1939) 1 Labor Case #18,459 170 F (2d) 555.
5 Mueller, p. 417.
6 Ibid., p. 417.
whether cooperation has increased, decreased, or remained unchanged.

Our procedure is quite simple. We will take the number of violations of Section 8 (a) (3) for two periods of time and statistically compare them. 7

The time periods used in this analysis are as follows:

Period #1: January 1, 1958, to June 1, 1958
Period #2: January 1, 1963, to June 1, 1963

For all practical purposes these periods can be considered as random.

The next step in our analysis was to compute the number of violations of Section 8 (a) (3) for the two separate periods involved. When an alleged violation of labor law is brought before the NLRB, the Board either affirms the violation or dismisses it. That is, they say that this particular charge is a violation of the Act or is not a violation of the Act. For this project we will be concerned with those charges that were affirmed by the Board. The results of our investigation are indicated in Tables 3-1 and 3-2. As has been indicated in the tables, the totals have been converted into percentages in order to facilitate an easy and equal comparison. To make our findings more explicit we have placed them on a chart, Chart 3-1.

7If the number of violations of Section 8 (a) (3) for period number one exceeds those in period number two we must conclude that cooperation has increased. If there are more violations in period two than in period one we must conclude that cooperation has decreased. If there is no change in violations between the two periods the obvious conclusion is that cooperation has remained unchanged.
### Table 3-1

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<th>Charges Dismissed</th>
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<tr>
<td><strong>Totals</strong></td>
<td><strong>48</strong></td>
<td><strong>8</strong></td>
</tr>
</tbody>
</table>

Per Cent = 85.71

Source: NLRB Decisions from January 1, 1958, to June 1, 1958.
## Violations of Section 8 (a) (3)

<table>
<thead>
<tr>
<th>Total Charges</th>
<th>Charges Affirmed</th>
<th>Charges Dismissed</th>
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Per Cent = 82.11

Source: NLRB Decisions from January 1, 1963, to June 1, 1963

Table 3-2
Chart 3-1
Conclusion to the Analysis

The percentage of the total charges affirmed in 1958 was 85.71% while the percentage of total charges affirmed in 1963 was 82.11%. The percentage difference between 1958 and 1963 (based on the percentage of 1958) was a decrease of 4.04%.

In interpretation this evidence we must conclude that cooperation has somewhat increased among labor and management. Although the percentage of improvement over a five year period is small, it must be admitted that there has been some improvement. Many times the institutionalization of a basic social process, such as cooperation, is a slow and a deliberate process. However, it is far too early to make any positive statement of this nature. Only time and further statistical research will illuminate this opinion.

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8 Per cent of Difference = The Per Cent of Difference
The Standard Per Cent  × 100

= \frac{85.71 - 82.11}{85.71} × 100

= 4.04%

9 We have kept in mind throughout this work and especially in this section that there are some variables for which we cannot give an account. The major one's are: the different positions of each period on the business cycle, the membership and reasoning of the National Labor Relations Board, current and long range trends within the labor movements, and major technological advances. We do not feel that the existence of these variables invalidates the work here presented. They serve only as new openings in approaches of this type. Any attempt to eliminate such variables is far beyond the scope of this work, but it is hoped that at some future date we will be able to pursue this endeavor to its culmination.
Conclusion to the Paper

The conclusion to this thesis is brief and yet pertinent. The fact that cooperation among labor and management has increased is most significant. This indicates that in some industries the union movement has been formally recognized and accepted. Thus the first plateau on the road toward the universalizing of the cooperative process has been reached (Chapter II). Some in the American labor society are doing their natural part, cooperating for the good of all. For those who are still resisting the cooperative movement, it is hoped that this work will be an indication of the existing need.

WJ


