
UNITED STATES DEPARTMENT OF LABOR

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Maintenance-of-Membership Awards of National War Labor Board



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LETTER OF TRANSMITTAL

UNITED STATES DEPARTMENT OF LABOR,
BUREAU OF LABOR STATISTICS,
Washington, D. C., September 23, 1943.

THE SECRETARY OF LABOR:

I have the honor to transmit herewith a report on the effect of National War Labor Board maintenance-of-membership awards on employer-employee relations, which was based on a study in 31 plants throughout the country.

This study was conducted by Fred Joiner and other members of the Industrial Relations Division, under the direction of Florence Peterson, chief. The report first appeared in the Monthly Labor Review, September 1943.

A. F. HINRICHS,
Acting Commissioner.

HON. FRANCES PERKINS,
Secretary of Labor.

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United States Bureau of Labor Statistics*

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Maintenance-of-Membership Awards of National War Labor Board

Summary

THAT a considerable degree of stability in union strength has resulted from the maintenance-of-membership awards of the National War Labor Board was revealed by a survey of 31 plants made by the Bureau of Labor Statistics. Although most unions with maintenance-of-membership clauses in their agreements had increased their membership, the relative union strength showed no marked increase, because total employment had also increased since the adoption of the clause. Resignations of union members during the so-called "escape period" were negligible in most cases. Discharges of union members for failure to remain in good standing were not numerous, only 72 employees in 8 plants having been discharged for failure to pay their union dues.

The maintenance-of-membership clause had also assisted the enforcement of the unions' "no-strike" pledge in several instances. Improvements in employer-union relations, as reflected in the effectiveness of the grievance program, were noted in a majority of cases

Scope of Survey

The survey was undertaken at the request of the National War Labor Board and covered 31 cases¹ where maintenance of union membership had been introduced through action of the Board. Field representatives visited the plants after the clause had been in operation for several months, to determine its effect on union strength and on industrial relations.

The study covered plants in nearly all of the industries producing war materials, including the lumber, aircraft, metal-mining, textile, and automobile-equipment industries, and situated in every section of the country. At each plant visited, interviews were held with company and union officials as well as a number of union and nonunion employees. Lack of time limited somewhat the number of rank-and-file employees interviewed at each plant, but in total the number was probably sufficient to gain a fairly accurate impression of individual employee reaction. In only 5 of the 31 cases had there been an "escape period" provided in the award. This relatively small number was due to the fact that the cases chosen for study necessarily

¹ In several of the cases more than one plant was affected by action of the Board as, for example, in the decision covering an association of loggers in Washington and Oregon, and another covering numerous hotels in San Francisco.

included the earliest awards made by the Board, before provision for the 15-day escape period had been generally adopted.

Security to the Union

The basic question which must be asked in any study of maintenance-of-membership clauses is whether or not the clause has actually provided security to the union. In other words, has the union maintained its strength not only in absolute figures but also relatively to the changing number of eligible employees in the plant? It is important also to know whether dues delinquency has decreased and whether maintenance-of-membership has been enforced.

UNION STRENGTH BEFORE AND AFTER AWARD

In a majority of the cases studied, employment had increased at a fairly steady rate as a result of the expanding needs of the war program. Moreover, the turnover rate and resultant losses in union members in a majority of the plants visited were fairly high. A maintenance-of-membership award, of course, does not compel new employees to join the union. It is important, therefore, to determine whether the strength of the union relative to the total eligible employees was maintained in the months following a maintenance-of-membership award.

The present study indicated a considerable degree of stability in union strength under the maintenance-of-membership provisions, in regard both to total membership and to the relative strength of the union in the plant. In only 7 of the 31 cases covered had the union suffered a decrease in total membership during the period since maintenance of membership had been in effect. In the remaining 24 cases, an increase—in some cases a substantial increase—in the total number of union members was shown.

In about one-third of the plants covered (10 out of 31) the union suffered a decrease in relative strength. In 4 cases this decrease was so sharp that it caused the union to lose its majority status. In a few other cases the decrease in relative strength ranged from 10 to 20 percent.

Although 19 of the cases studied revealed increases in relative union strength, these increases were in many cases quite moderate, revealing in effect little more than that the union had held its own during the months following the inauguration of maintenance of membership.

RESIGNATION DURING THE "ESCAPE PERIOD"

In 2 of the 5 cases in which "escape periods" were included in the maintenance-of-membership awards, no resignations were reported during the period allowed. In 1 case, between 20 and 30 employees, representing less than half of 1 percent of the union membership, formally resigned during the escape period. In another case, 40 resignations were reported (about 10 percent of the union members) but 30 later rejoined and the total union membership increased by two-thirds immediately after the signing of the agreement. One case, however, revealed serious membership losses to the union during the escape period. In this plant, 92 employees, or one-third of the membership in the union, resigned formally during the escape period.

This severe loss nearly wiped out the union in the plant, since the remaining members almost without exception stopped paying dues and ceased all activity in the union.²

THE "MARSHALL FIELD" FORMULA

Somewhat similar to the problem of the escape period is the "Marshall Field" formula³ which in effect requires the union to recanvass its membership after the maintenance-of-membership clause has been awarded, allowing each member the choice of signing or refusing to sign a card stating that he agrees to be bound by the maintenance-of-membership provision and have his dues checked off by the company. Two of the plants covered had such a clause in effect. In both of these the union was in a stronger position after the maintenance-of-membership clause took effect than it was just prior to that time. The number of check-off cards signed exceeded considerably the total union membership prior to the award. This was due in large measure to the fact that wage increases and other gains had been obtained by the union at the same time as the maintenance-of-membership award, thus causing many employees to join the union. Despite these relative increases, the union in one of the two plants reported that approximately 50 employees who were previously union members refused to sign the check-off card and were thereby dropped from membership; this same union later suffered a decrease in its relative strength, owing to the turnover in personnel.

Since, under the "Marshall Field" formula, employees who fail to sign the card authorizing the check-off are not bound by the maintenance-of-membership provision, one of the unions has refused to accept into membership employees who are willing to pay dues directly to the organization but are unwilling to sign the authorization card. On the other hand, the union in the other case has allowed a few members to pay dues directly to it.

DELINQUENCY, AND ACTION TAKEN TO ENFORCE MAINTENANCE OF MEMBERSHIP

Although the maintenance-of-membership provision has aided the unions in their efforts to keep members paid up in their dues, it has by no means solved the problem of dues delinquency, particularly in those cases where this was serious prior to the Board's award.

In 13 plants delinquency remained a serious problem despite the maintenance-of-membership provision. Delinquency rates among union members in 11 cases ranged from 10 to 20 percent, and in 2 cases (where the employer had placed severe obstacles in the way of union action) the rates were 45 and 90 percent, respectively.

Several unions with severe dues problems had taken little or no action under the maintenance-of-membership clause to force delinquent members into good standing. In 24 of the 31 cases, however, the unions had initiated action with the company, against delinquent members. In many of these 24 cases a small sample of delinquent members had been selected by the union as "test" cases. In only 5 of the 31 cases covered had requests for action affected considerable numbers.

² There was some evidence that the employer had encouraged and assisted employees to resign during the escape period.

³ See *Monthly Labor Review*, June 1942 (p. 1347).

Out of a total employment of approximately 125,000 workers in the cases covered, including 90,000 union members, only 72 employees had suffered final termination of their employment as a result of union action taken to enforce maintenance of membership.⁴ In the great majority of instances where lists of delinquents were submitted to the company, the employees involved paid up their dues following a warning by company officials that otherwise discharge would follow.

ORGANIZING NEW MEMBERS

Union officials in almost every case indicated that the maintenance-of-membership clause placed no obstacles in the way of organizing new members, among either the old employees or those newly hired. They reported that the additional factor of being required to maintain their membership after once joining the union did not deter individuals from joining, if they had made up their minds to do so. In one case where the "Marshall Field" formula was in effect, the union stated that a few employees who might otherwise have joined had refused to sign the check-off cards, since this would expose their union membership to the company officials.

Union officials in a few plants pointed out that with the maintenance-of-membership provision it had become easier to organize new employees, since prospective members were impressed with the security which the union had obtained and therefore felt that they were joining a stable organization whose existence could not be easily threatened by the employer.

Effects on Union-Management Relations

The Bureau attempted to obtain information as to whether maintenance of membership had resulted in greater stability in employer-union relations. Some light is thrown on this point in the following discussion of work stoppages, grievance adjustment, and labor-management committees, but it should be remembered that many factors other than the maintenance-of-membership clause affect such issues and programs.

WORK STOPPAGES

In 25 of the 31 cases, no stoppages, slowdowns, or other overt actions on the part of the workers, adversely affecting production, were reported since the maintenance-of-membership clause has been in effect. In one case, involving several operations, there was a short stoppage in one operation when the employer refused to put the Board's wage directive into effect. In another case, there were 2 work stoppages, neither of which exceeded 2 days. These stoppages resulted, respectively, from the discharge of a union committeeman for having solicited dues on company time, and from a wage dispute. In 4 cases there had been frequent stoppages because of delays in settling grievances, disputes over work loads, and questions of seniority; all but one of these involved only a limited number of employees in certain departments. In all these instances the union officers maintained that they were not involved in the strike action. In

⁴ 55 of these discharges occurred in a single plant where (as the employer pointed out) they constituted only a small fraction of the 18,000 total separations which the company experienced last year.

fact, with one exception, the work stoppages which did occur were terminated within a few hours through action of union leadership; in the exception, in a dispute over work loads, the stoppage lasted 11 days and was settled by a conciliator of the U. S. Department of Labor.

It was pointed out to the Bureau's investigators by several union officials that the additional power given to them by the maintenance-of-membership provision has enabled them to take strong measures to prevent stoppages from occurring. In one instance cited, the union prevented a group of workers from striking when a Negro employee was brought into the department; many workers, incensed at the union's attitude, tore up their union cards, but later rejoined when they realized that persistence in their action would mean loss of employment.

LABOR-MANAGEMENT COMMITTEES

The existence of labor-management committees to improve production and efficiency is a tangible evidence of good relations between the employers and the unions. In 22 cases such committees had been established, and in 9 this development in employer-union relations had not yet been achieved.⁶ In the majority of the plants with labor-management committees, their operation to date could not be considered successful. In several cases the parties frankly admitted that, following the formation of the committee and perhaps some initial activity, interest in the plan had lapsed and the committee had ceased functioning. It was interesting to note that many rank-and-file employees interviewed had no knowledge of the committee's activities, even though it was in existence in their plant.

GRIEVANCE ADJUSTMENT

The situation with respect to grievance adjustment is an important indication of the kind of employer-union relations which exists in any plant. It was difficult to trace changes in the grievance situation to the maintenance-of-membership clause, as such. It may be significant, however, that in 18 of the 31 plants the grievance machinery appeared to be working better than before the maintenance-of-membership clause went into effect. In 12 cases, no change was noted in the effectiveness of the grievance program, while in one case (a textile mill where severe membership losses had occurred) the grievance machinery had practically ceased to function.

In almost half of the cases, the maintenance-of-membership clause was incorporated in the first agreement signed between the parties. In some others, the bargaining machinery had been at a standstill, pending determination of the case by the National War Labor Board. The tendency in these cases was for a flood of pent-up grievances to be released following the signing of the agreement, which caused the number of grievance cases to rise quite rapidly. After the first few months, however, the number of grievances gradually declined and not uncommonly both parties felt that stability in grievance adjustment was being reached.

In about one-fourth of the cases studied, the relations between the union and the employer, as reflected in the grievance-adjustment

⁶ Included in these 9 cases was an association of hotel employers.

program, must still be considered poor. These included 4 plants where no change could be observed and 5 where some improvement had recently taken place.

Bureau representatives attempted to discover in each situation whether, in the opinion of the employer, the union was acting in a more responsible manner with regard to the number and the nature of the grievances handled; and whether, in the opinion of the union, the employer was treating the union representatives with more respect and was more willing to accept the union's recommendation on particular grievances. In most cases it was impossible to secure these admissions from either side, even in those cases where it was apparent that the grievance machinery under the new agreement was functioning better than previously. Representatives of both parties interviewed seemed more desirous of pointing out particular instances of irresponsibility or unyielding attitude rather than of considering the situation as a whole. Even where it was admitted that better relations prevailed, more credit was ascribed to a change in union leadership, in company officials, or in bargaining procedure, than to maintenance of membership. Some union officials and individual workers, however, felt that better relations had resulted because of the increased strength and security gained by the union through maintenance of membership.

Attitudes and Opinions

An important purpose of the survey was to determine the attitudes and opinions of the various parties in the light of experience gained in the actual operation of maintenance-of-membership clauses. The general opinions of employers, union representatives, and individual employees interviewed are summarized below:

ATTITUDE OF EMPLOYERS

In the great majority of the plants visited, the employers seemed to be reconciled to the maintenance-of-membership situation. In only three plants were the employers still so strongly opposed to the principle that they were obviously trying to prevent the union from making its security effective. Several employers stated that they were opposed in principle to maintenance of membership, but accepted it as a "necessary evil" during the war period.

In two of the three cases of employer opposition the maintenance-of-membership clause had been included, against the employers' wishes, in the first agreement which the companies had ever had with the union. There had been a background of intense anti-union activity, previously, in these cases, and it continued to such an extent as to keep the union weak and ineffectual. Thus, the maintenance-of-membership provision not only failed to strengthen the union, but in both cases the union was weaker at the time of the Bureau's survey than when the clause had been granted. In one of the above cases and an additional plant, the union had made some attempt to enforce the membership-maintenance provision, but the determined opposition of the employer had made enforcement practically impossible. In one case the company refused to discharge certain employees whose names the union submitted. In the other, the company took the

attitude that it would never discharge a man for refusing to pay union dues, unless ordered to do so by the impartial umpire, irrespective of the merits of the case. Since arbitration costs would cause a heavy drain on the union's treasury, the union hesitated to enforce the membership provision.

The employers who stated that they were accepting maintenance of membership merely as a wartime necessity because it had been ordered by the Federal Government, implied that they would stoutly resist the principle when allowed to do so after the war. In most cases these employers were faithfully observing the letter of the agreement and were enforcing membership where the union requested them to do so. One of these employers stated that he feared the effect of maintenance of membership on the morale of the employees. He pointed out that several employees whose names had been submitted to the company for action under the provision were extremely resentful and that quarrels had developed in the plant between these employees and active union members.

The employers who expressed no objection to maintenance of membership stated as their reason their desire to cooperate in the establishment of harmonious relations with the union. In general, this attitude seemed to flow from a genuine acceptance of collective bargaining. Although only one employer was willing specifically to attribute the establishment of harmonious relations to maintenance of membership, most of the others felt that any employer opposition to union security at this time might cause a complete breakdown in the collective-bargaining relationship. In one case the employer complained that, although he desired a strong stable union, the maintenance-of-membership clause had failed to provide this stability. He pointed out that the leadership of the union had frequently been changed and, in fact, the entire local had changed its affiliation from the American Federation of Labor to the Congress of Industrial Organizations during the period that maintenance of membership was in effect. In one case the employer was satisfied that the clause had eliminated not only friction over dues collection but also the factionalism among the union members, which had been a troublesome problem in the past. In another case the employer supported the theory that when an individual joined an organization he should be required to support it. It should be mentioned that the maintenance-of-membership clause in these latter cases had been inserted in the union agreement following mediation and not by a directive order of the War Labor Board.

ATTITUDE OF UNIONS

As might be expected, unions in general expressed considerable satisfaction with the maintenance-of-membership clause and felt that it had given them some degree of security. In only a few cases did the unions appear to be entirely satisfied with maintenance of membership as it operated in their particular plants. In the majority, the unions were dissatisfied only with the degree of union security provided by the maintenance-of-membership clause as compared with stronger clauses, such as that providing for the union shop. In four cases, however, the unions felt that they had received almost no security from maintenance of membership and had not been able to apply the clause in their particular plants.

In the cases in which the union was entirely satisfied with maintenance of membership, the union had achieved a very high degree of organization in the plant prior to the application of maintenance of membership. In two of these plants the employer-union relations prior to the maintenance-of-membership agreement had reached a stage where the employer fully accepted the union as the representative of the overwhelming majority of its employees and was bargaining with the organization on this basis. In the other plants employer-union relations had not reached this stage at the time the security clause was obtained; there the union noted an increasing acceptance of the union, following the agreement incorporating the maintenance-of-membership clause, and was pleased with the results which were ascribed almost entirely to the additional security which maintenance of membership had provided.

As noted above, the majority of local unions expressed themselves as favoring maintenance of membership, but realized the limitations of the clause and were not entirely satisfied with the degree of security which had been obtained. Most of these unions wanted the union shop and pointed out that maintenance of membership failed to bring about anything like the 100-percent organization which the union shop would have secured automatically. One union official said, "Maintenance of membership is not even a forty-second cousin to the closed shop. In fact, it is an open shop and encourages the company to continue its anti-union activity." Specific instances of company discrimination either against union members or in favor of nonunionists were submitted by several unions as evidence that the maintenance-of-membership clause had not changed the employers' attitude toward the union nor ended their attempts to drive a wedge between the union and those whom the union was attempting to organize.

These unions also pointed out that under the maintenance-of-membership clause the union, particularly in plants where labor turnover was high, was still required to spend much time organizing, collecting dues, and "tending its fences" among the employees, to the detriment of other activities which might be more valuable to the war program. Several of these locals felt that the addition of the check-off to the maintenance-of-membership clause would solve many of their present problems. In one plant where the "Marshall Field" formula was in effect, the union approved the check-off but opposed the signing of authorization cards which "requires us to organize the plant twice, once to get membership and again to get signed check-off cards."

On the other hand, union officials pointed out many benefits of maintenance-of-membership clauses to offset these adverse attitudes. Almost all stated that maintenance of membership had relieved the dues situation to some extent. In a few plants it had formerly been the practice of some union members to stop paying dues from time to time whenever they were dissatisfied with union activity on a particular grievance or while awaiting the outcome of negotiations. Also, as mentioned previously, the union leaders are now able to take a stronger position in enforcing union policy, such as the "no strike" agreement, when such policy is opposed by a few union members.

In the four plants in which the union was almost completely dissatisfied with the maintenance-of-membership clause, the circumstances were such that the union was unable to enforce the clause to

any extent. In most of these cases the union represented barely 50 percent of the employees when the clause was granted and suffered severe delinquency thereafter. Since most of these plants are manufacturing war material and have serious problems in securing manpower, the unions felt that they could not place themselves in the position of asking for the discharge of large numbers of qualified workmen and the consequent disruption of production. In addition, in enforcing membership maintenance the unions feared the effect on weaker union members of being called before the company and warned or disciplined for failure to pay dues. They stated that the employees who are critical of the union or its leadership would have an added argument by saying, "See, the union wants to get me fired." Also since new employees are not required to join, these unions hesitate to force older members to pay dues on pain of discharge. According to the union, the older members observe that new employees obtain all the benefits which the union has secured, without having to pay dues, and feel quite bitterly the injustice of their own enforced membership.

ATTITUDE OF EMPLOYEES

Bureau representatives interviewed 110 rank-and-file employees. An attempt was made in every case to secure representatives of different backgrounds, including union members and nonunionists, male and female employees, and nationality groups.

In general, the reaction of rank-and-file workers to the maintenance-of-membership clause depended upon their degree of sympathy for the union. Many union members expressed strong enthusiasm for maintenance of membership while some nonunion employees showed antipathy to it. Between these extremes were many employees, some of them dues-paying members of the local union, who were indifferent and in some cases ignorant of the maintenance-of-membership clause and its application.

Among the nonunion employees, only three were found who gave maintenance of membership as their primary reason for not joining the union, and in these three cases it was difficult to judge whether the principal objection was not the union rather than the maintenance-of-membership provision, as such. Some anti-union workers claimed that others had been "high-pressured" into joining the union or had had the union-security clause misrepresented to them and would like to resign if they could. Only four employees stated that they would like to resign from the union and there were none who claimed that the union-security clause had been misrepresented to them by union officials. A number of employees thought that it was unfair for union members to be bound by maintenance of membership while other employees in the plant were not so bound.

Several employees interviewed were not particularly conscious of the fact that the maintenance-of-membership clause was in effect at the plant. When questioned they usually admitted that copies of the agreement containing the clause had been posted on bulletin boards or handed to them, but they had not read the clause carefully and it had not been the subject of much discussion within the plant. They did not feel that the clause was particularly important and had no opinions one way or the other as to its desirability.

Several rank-and-file employees, especially those in strongly organized plants, were enthusiastic about the maintenance-of-membership clause. In general, these employees felt that the relations between the company and the union had improved under the maintenance-of-membership clause and usually pointed to some concrete gains as indicating the changed attitude of the employer.