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Bureaucratisation and the trade union: a study of U.A.W. master agreements.

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BUREAUCRATISATION AND A TRADE UNION:
A STUDY OF U.A.W. MASTER AGREEMENTS

by

Paul Richard Jarman .

A Thesis
submitted to the Faculty of Graduate Studies
through the Department of
Sociology and Anthropology in Partial Fulfillment
of the requirements for the Degree
of Master of Arts at
The University of Windsor

Windsor, Ontario, Canada

1978

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Dedication

This thesis is dedicated to Paul Jarman,
my parents, M. P. and G. G.

ABSTRACT

According to the Marxist theory of state capitalism, the function of trade unions is transformed by a process of bureaucratisation from representation of workers to administration over the workers. We attempted to trace one aspect of the process by content analysis of Master Agreements dating from the first contract of 1937 to the latest of 1976 and drawn up by the UAW with a particular automotive corporation. The variables whereby bureaucratisation was measured were the length of contracts, the number of steps in the grievance procedures, the power of organizational units involved in the procedures, the duties of chief stewards and the development of collaborative clauses, including provisions for management rights, dues check-off, union security and no-strikes.

Among our main findings we recorded an increase in the steps of the grievance procedure from an initial five to a maximum of eight steps that then stabilized at six, while the power of organizational units involved in these steps increased steadily over all the contracts.

A similar steady increase was noted for the duties of the chief steward, which constrained his access to workers and increased his accountability to the foreman for union activities. We found a similar increase and expansion of collaborative clauses outlining the rights and obligations of both parties.

We interpreted our findings to reflect a growing
bureaucratisation of the union which entailed for workers
and their chief stewards a continuous loss of autonomy.

On the whole our data therefore tended to support the
Marxist conclusions concerning the function of trade unions
in state capitalist society.



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INTRODUCTION

Trade unions in the mass production industries have come a long way from the early days of the CIO (Committee for Industrial Organization), in the late thirties and early forties. They have evolved from fledgling groups seeking recognition in society to huge bureaucracies that are generally recognized as legitimate institutions whose purpose is to represent workers in their dealings with employers. Although a minority of works in North America are members of unions, trade unions are a significant factor in almost all employer - employee relationships as well as labour legislation in both the U.S. and Canada. C. Wright Mills has stated in 1948 that unions are now recognized as part of the institutional machinery of American society (Mills, 1971: 40).

The organization of workers under industrial unions, in collective struggle against their employers, is described by several writers as a serious threat leading to radical social change in society (Brecher, Costello, 1976: 81; Aronowitz, 1974: 227). The early CIO organizing period of the late thirties is described by C. L. R. James as a threat to the employers' control of production (James, 1969: 40).

Unlike the craft unions which had long predominated the labour scene, and which represented the interests of highly skilled tradesmen, the CIO was striving for fundamental changes in the industrial relations system (Galenson,

1960: XVII).

Some perspectives on trade unions view them as evolving into playing not only a more limited role, but also a qualitatively different role in their dealings with both employers and workers. By and large they were no longer seen as a threat to the hierarchy of production in our society. Trade unions have been viewed as performing the chief role of guaranteeing a stable work force (Brecher, Costello, 1976: 82; William Serrin, 1974: 156; Aronbwitz, 1974: 218). In return, unions receive certain concessions from the employer in the area of monetary and job security (Wicke, 1971: 270).

The early organizing days of the CIO have been seen as a time when workers dealt with issues on the shop floor by the use of direct action. Along with the growth and changing role of trade unions, forms of direct action such as wildcats and sit-downs have been replaced by structural channels of dealing with conflict. This was brought about by an institutionalization of conflict which created the structural potential for a loss of worker control over their unions. Trade unions, through struggle, achieved recognition as legitimate institutions to give a voice to worker grievances, thereby it was hoped defusing the situation by creating institutionalized channels for working class discontent (Faber, 1976: 39). The trade union was described as being like management, being "managers of discontent" (Mills, 1971: 9).

The object of this thesis has been to analyze structural clauses in labour relations as specified in union contracts that might result in a shift of power away from the workers on the shop floor to the union. This has been described as the process of bureaucratisation in the trade union.

We were concerned with the transformation in the role of the trade union - as reflected in the union contract itself. A content analysis was done of the Master Agreements between the union and company in order to trace the possible growth of bureaucracy that might imply the separation of the union from its rank and file membership.

THEORY AND REVIEW OF THE LITERATURE

The theory for this thesis is based on a Marxist perspective that attempts to explain the development and eventual transformation of trade unions. As the theory of state capitalism, it postulates a general tendency in all capitalist societies to develop economies primarily controlled and regulated by the state. Its major tenets have been expressed in the writings of C. L. R. James (1969) and (1971); Raya Dunayevskaya (1975); Judith Allen; Martin Glaberman and George P. Rawick (1977); Robert Eugene Wicke (1971); and Seymour Faber (1976).

This theory sees trade unions as having developed out of the needs of the workers as a form of collective struggle against the authoritarian structure of the workplace, and then becoming an instrument in opposition to the worker. In James' words, "By a remorseless logic . . . representation of the proletariat turns into its opposite, administration over the proletariat" (James, 1969: 94). From their perspective, trade unions, which initially expressed the workers' needs and experiences, are seen as becoming part of the state apparatus, in its function as controller over the workforce.

The period of transition from monopoly to state capitalism is viewed as taking place approximately during World War I (Glaberman and Rawick, 1977: 196; Allen: 21). At this stage of capitalism, societies began to face the crisis

of social control over the working class and of the increasing demand for surplus capital. Beginning in the period of WWI and accelerating in the depression of the 1930's was the shift from monopoly to state capitalism.

According to this view, the total economy of state capitalist society, especially after the great depression of the 1930's, meant a drifting away from a laissez-faire type of capitalism to one involving greater planning and control by the state. Lenin in 1918 spoke of Germany as a state capitalist society in the last stage of capitalism, describing it as follows: "It is inconceivable without planned state organisation, which keeps ten of millions of people to the strictest observance of a unified standard in production and distribution" (Lenin, 1970: 694).

Engels also spoke of the development towards a stage of capitalism based on state planning and control, "In the trusts, freedom of competition changes into its very opposite - into monopoly; and the production without any definite plan of capitalistic society capitulates to the production upon a definite plan of invading socialistic society . . . In any case, with trusts or without, the official representative of capitalist society - the state - will ultimately have to undertake the direction of production" (Engels, 1969: 329).

This increased planning, it is argued, took place not only over the economy of society as administration over the

market but also within the industries themselves. This implied the further rationalisation of production; the factory laid out for the continuous flow of production, advanced planning for production, operation and control (James, 1969: 39). Alongside this increased control there occurred the professionalization of management and the increasing use of scientific management of Taylorism.

Montgomery described what he calls the essence of scientific management as taking control over how the job was done away from the worker and putting it in the hands of management. According to him, its originator, Taylor, defined this method as "the deliberate gathering in on the part of these on managements' side of all the great mass of traditional knowledge, which in the past has been in the hands of the workman, and in the physical skill and knack of the workman, which he has acquired through years of experience" (Montgomery :8).

This has been seen as the separation of the mental from the physical aspects of work. All planning was to be done from above the workers, in the hands of management. There also occurred with this the increase of discipline and control over the worker. According to Stone, increased planning and rationalisation of the process of production has meant a greater control in response to the need for a stable workforce. "Like the creation of job hierarchies," she has written, "this transfer of skill was not a response

to the necessities of production, but was, rather, a strategy to rob the workers of their power" (Stone, 1975: 153).

The equivalent of Taylorism, especially in the mass production industries, has been described by Emma Rothschild in her book Paradise Lost as Fordism. She states, "The new technology was based on machinery, and on the 'rational' reorganization of work to fit the rhythm of the new machinery . . . all possible skills were transferred from human workers to machines, from people to automatic tools and to the moving assembly line." The workers' jobs were 'reduced to their smallest, fastest, least wasteful components, dividing and subdividing operations," (Rothschild, 1973: 34). Fordism as a characteristic of planning and rationalisation of work in state capitalist society has meant the 'rational' reorganization of work, the transfer of skills and the subdivision of deskillings of jobs.

These changes have implied an increasing regimentation of work and discipline over the workforce. With the imperatives in industry of cutting costs everywhere, this process has continued. The older type of corporate leadership, as exemplified by the robber barons, was being replaced by the experts who were more interested in lower production costs and uninterrupted production with its dependence on science and the rationalisation of production.

In evolving away from laissez-faire type capitalism, state capitalism required greater control and planning for the future. Investments in plants and machinery were too large to take high risks. According to Aronowitz (Aronowitz, 1974: 228) one important factor in this planning was the need to have a stable labour force, to make labour a known factor in the cost of production. In turn, the nature of labour discipline is seen as changing from one of power and symbolic manipulation to the development of rationalistic controls as a part of the work structure (Faber, 1976: 40).

Wicke has described two primary structural changes occurring in state capitalist society. The nature of control over the market has changed to increased rationalisation of the economic system rather than "control by unpredictable pure economic power." Secondly, there has been the development of rationalistic controls over the labour force as a stable factor within the structure of enterprise, meaning the integration and transformation of trade unions. The result, according to Wicke, has been the centralization of the unions and their participation as an agency of labour discipline along with management (Wicke, 1971: 14, 16, 17). Our study is concerned with the second structural evolution described by Wicke.

The latter structural evolution which is the concern of this study has been described in the following manner by Faber. In earlier periods of capitalism, prior to WWII,

the state often used coercion over the workforce in order to maintain stable production, using the army, police and the courts to intimidate and coerce the workers (Faber, 1976: 39). However, since overt coercion often led to open rebellion, there would have to be other means of maintaining a stable labour force, one of which became the recognition of the union movement. In legally recognizing the relations between management and the union, the state hoped to defuse the potentially explosive working class discontent by the institutionalization of conflict.

The New Deal era of the thirties and WWII implied ~~not~~ only the recognition of trade unions, but also the passing of much labour legislation that meant further involvement by the state into the relation between the employer and employees. The Depression of the thirties has been seen as a time of high militancy on the part of labour. The failure of maintaining labour discipline was becoming apparent. The Henderson Report of the Roosevelt government stated, "unless something is done soon, they (the workers) intend to take things into their own hands" (Wildcat, 1974: 21).

By the 1930's, the leaders of the corporations were to see unions and collective bargaining, which is at the heart of trade unionism, as performing a role of disciplining the labour force. As stated earlier, state capitalism was seen as requiring a stable labour force. Unions would no

longer be seen as a threat to the employers' control over industry.

In the U.S. and later in Canada, the eventual response of the workers was the formation of the CIO. A description of union development in the late thirties and early forties has been provided by C. L. R. James (1969); Martin Glaberman (1973); Jeremy Brecher (1974); Aronowitz (1974); Edward Levinson (1956); Sidney Fine (1969); Abella (1975); and Galenson (1960).

This period marked the closing years of a long conflict between the craft unions of the American Federation of Labor and the slow rise of industrial unionism, based on an industry wide basis regardless of skill. The appearance of industrial unions, as such, took place around the turn of the century (Morris, 1974:2; Babcock, 1974: 76). The period of 1890-1910 in the steel industry and events like the Homestead strike of 1892 marked the emergence of mass production methods which were to involve the increasing deskilling of work and in this context, the eventual replacement of many craftsmen by machinery.

A motion had been put forward to the AFL convention of 1901 reflecting the technological change that had wreaked havoc with the traditional lines of jurisdiction between the crafts. The solution to this process was seen in the replacement of the craft system with an industrial type of organization. The AFL responded to the motion with the Scranton decision.

The Scranton decision reaffirmed the AFL's fundamental principle of organizing along "trade lines" as closely as changes in the methods of production made practicable. This principle remained basically unchanged despite attempts to adapt their unions to technological changes and absorb unskilled and semi-skilled workers (Morris, 1974: 3, 17).

By the late twenties and the thirties workers in the metal and auto industries would often reject craft unions (Abella, 1975: 93-94), and by 1934 the unions in the auto industry were thoroughly industrial in character (Levinson, 1956: 255). The AFL could not keep up with the union organizing drives in mass production industries like the latter and many unions therefore left the AFL to sign up with the CIO, which stood for industrial unionism.

Most jobs in the auto industry by the late twenties and the thirties took only a short period of time to learn. According to Galenson's sources for example, 26.9 per cent of all occupations in the industry required no experience, while only 9.8 per cent required more than one year of training or experience (Galenson, 1960: 129). Along with this technological change management increased its control over the work force doing away with the demarcation between the crafts. The AFL, which was based on craft lines had become no longer a suitable form of workers' organization in this setting.

The AFL craft unions existed to protect and maintain

the status position of the skilled craftsmen in industry, who had considerable autonomy of decision making in their immediate work situation. The industrial unions taking form under the CIO in the late thirties, however, would present a greater challenge to the labour-management relationship in mass production.

The formation of the CIO industrial unions, based on workers' organization, in their beginning, aimed at democratizing the work place. The frequent worker disturbances like wildcats and sit-downs, have been interpreted as attempts to gain a say in how production was to be organized. The CIO was satisfied with "democratizing" on authoritarian structure up to a point and no further, with institutionalizing the workers' right to veto management decisions instead of taking control of the decision making process.

According to writers like James and Glaberman, many workers in mass production industries like auto and steel manufacturing, opposed management's tendency to increase the rationalisation and control of production on the shop floor. They examined what they were told to do, met directly as a group with the foreman, and then decided among themselves whether it was satisfactory to them or not, thereby as these writers have argued (James, 1969: 40; Glaberman, 1973: 11), threatening the employers' right to organize and control production (Glaberman, 1973: 19).

The battle over such issues like the amount of production and speed of machinery were seen as being determined

on the shop floor where the workers were directly involved.

The workers, organizing in the CIO, wanted to establish their control over production and to remove from the corporation the right to discipline. Their method was direct action - the carrying out of their own plans for the organization of production to the extent possible. In the first upsurge in the rubber and auto industries the workers in the shops established their own production standards. They announced what they would do and that was it. Their answer to company discipline was the wildcat strike. It was a common practice in the auto shops for negotiations on the shop level to consist of the steward, surrounded by all the men in a department, arguing with the foreman. No one worked until the grievance was settled - and most of them were settled in the worker's favour without the red tape of a bargaining procedure, appeals and umpires. (Glaberman, 1973: 11).

From a Marxist perspective trade unions therefore grew out of a revolutionary tradition whose aim was to democratize an authoritarian work environment. Historically, however, the trade unions proved unable to carry through to a conclusion the workers' takeover of management of industry. The inevitable counterpart was seen as the development of a labour bureaucracy. James has written, "The history of production since is the corruption of the bureaucracy and its transformation into an instrument of capitalist production, the restoration to the bourgeoisie of what it had lost in 1936, the right to control production standards" (James, 1969: 40).

However, not all writers have viewed this period as taking a 'revolutionary' direction in the 1930's. White,

for example, has argued that the extent of rank and file participation in those years has been exaggerated and that the sit-downs were seen by workers as a search for limited objectives, such as recognition for union and collective bargaining, rather than any fundamental altering of the system (White, 1977: 611-612).

Valid as such criticisms perhaps might be, it is beyond the scope of this thesis to assess the historical accuracy and analytic adequacy of the material used by the Marxist perspective taken here.

As well, there exists other major theories of the industrialization process itself that conflict with the Marxist interpretation of events; unlike the latter, they hold for example, that both the internal characteristics of mass production and various contextual factors in the setting of its development cannot be reduced to the economic relations between labour and capital. Given the complexity of the theoretical issues, any effort to resolve them was also considered beyond the scope of this thesis, which therefore is limited to the testing of hypotheses derived from the Marxist perspective alone.

From that perspective the process of transformation of trade unions over the years has been conceptualized, in part, as the process of bureaucratisation, which has been defined as the growth of a group of functionaries in a hierarchy which seeks to maintain its power over the

the membership of a organization, in our case, the rank and file of the union. In contemporary capitalist society, this development is seen as a necessity in a system where one group or class governs another (Mouzelis, 1973: 9, Avineri, 1972: 49; Weber, 1969: 38), wherein the labour - union hierarchy is an expression of the division between capital and labour, having become a component of the state apparatus controlling the latter.

One of the classic statements has been made by Lenin, in State and Revolution, who has stated of bureaucracy in capitalist society,

We cannot do without officials under capitalism, under the rule of the bourgeoisie. The proletariat is oppressed, the labouring masses are enslaved by capitalism. Under capitalism, democracy is narrowed, crushed, curtailed, mutilated by all the conditions of wage-slavery, the poverty and misery of the masses. This is the reason, and the only reason, why the officials of our political parties and trade unions become corrupt - or, more precisely, tend to become corrupt - under capitalist conditions, why they show a tendency to turn into bureaucrats, i.e., privileged persons detached from the masses, and standing above the masses.

That is the essence of bureaucracy, and until the capitalists have been expropriated and the bourgeoisie overthrown even proletarian officials will inevitably be to some extent "bureaucratized" (*italics Lenin's*), (Lenin, 1971: 96, 97).

Marx himself has spoken of the place of this hierarchy of functionaries in capitalist society.

Upon the basis of capitalist production, the social character of their production impresses itself upon the mass of direct

producers as a strictly regulated authority and as a social mechanism of the labour process graduated into a complete hierarchy. This authority is vested in its bearers only as a personification of the requirements of labour standing above the labourer.

The task of regulating labour is performed,

... within the conditions of production themselves by special agents in opposition to the direct producers" (Marx, Capital, Vol. III, as quoted in James, 1969: 37, 38).

Later writers have argued for the validity of this conception by pointing out that because trade unions did not carry through the workers' threat to the employers' control of production, that their history has been one of the transformation into a bureaucracy, a hierarchy of functionaries acting as administration over the workers. (Glberman and Rawick, 1977: 207; James, 1969: 40). Our study has attempted to trace the process of bureaucratisation of a particular trade union in its relationship with a Corporation.

Glberman and Rawick, in their paper "The American Economy", have argued that the basic transformation in the role of the trade union occurs in the contract itself. Union contracts have been described as "compromises" in that they are trade-offs of exchange between the union and company in the process of collective bargaining. The union, in return for forms of union security and the dues

check-off, has given to management prerogatives over the control of production and other "company security" clauses which are guarantees of labour peace in the production process (Faber, 1976: 40).

We selected several key provisions in the contract in our discussion of this exchange between union and company, and also viewed them in terms of the worker and his relation to the union bureaucracy of the trade union. The major hypothesis in our study was therefore as follows: The longer the time span of the relationship between the union and Corporation, as defined by the contract, the greater the bureaucratization of the trade union.

The most obvious of these aspects is the length of Master Agreements over the years, which may serve as an indicator of the increasing length and complexity of the trade union contracts. The Master Agreements are drawn up in collective bargaining between union and company and are conceptualized as reflecting the growth and complexity of the union bureaucracy. Hypothesis 1 thus states: The more recent the Master Agreement the greater in length it becomes.

The Grievance Procedures have been seen as an expression of one of the roles of trade unions, namely the institutionalized means of handling workers discontent (Mills, 1971: 237), and consequently the worker in the CIO organizing days, along with the steward, was seen as having the

power to deal immediately with disputes on the shop floor. The Grievance Procedure however has taken away the opportunity for direct action by the worker and placed it in the hands of the union.

The union official must defend the contract, making sure there are no infractions, and must stop workers' attempts to deal with such issues themselves by means like wildcats and sit-downs which are outside the prescribed Grievance Procedure.

We looked at three factors which may serve as indicators in the possible bureaucratisation of the Grievance Procedure. These were, the number of steps in the Grievance Procedure, the power of union and company representatives involved in the steps and the time limits in which grievances have to be answered by management.

While in several theoretical approaches, status and power have been considered as independent of one another, status in a Marxist perspective is considered as a function of power. No distinction between these concepts is therefore made in the conceptualisation of organizational units.

In respect to Grievance Procedures we thus hypothesized that: Over the years covered by the Master Agreements between the union and company, both the number of steps and the power of organizational units in the Grievance Procedure increases.

The third major area involves the position of the Chief Steward who was the lowest member of the union coming into closest contact with the worker and who according to writers like Lester, Marquart and Glaberman, has also experienced a loss of power with the development of the union contract (Marquart, 1975: 139; Glaberman, 1973: 11; Lester, 1966: 25).

We conceptualized the duties of the Chief Steward, as outlined in the contract, as indicators of possible restrictions limiting his power to represent the worker. Our hypothesis on the Chief Steward was as follows: Over the years covered by the Master Agreements the Chief Steward experiences growing constraints in relation to the foreman in terms of his accountability to the latter and the need to seek permission to approach workers in performance of his duties.

The contract has been described as a compromise between company and union (Glaberman, 1973: 20; Faber, 1976: 40). The contract has detailed not only the mutual rights but also the obligations of management and union. The appearance of key clauses has further specified these rights and obligations in the contractual relationship and has further crystalized the relationship between union and company. The existence of the following clauses arguably have similarly helped to define the emerging role of the trade union. These include the: no-strike and management

rights clauses and the union dues check-off and union security provisions. Our hypothesis in this area was that: Over the years covered by the Master Agreements an increasing number of collaborative clauses appear between management and union.

The no-strike clause in the contract would fall under a gain made by management in the process of collective bargaining. In the trade-off between union and management, management has received from the union the guarantee of freedom from strikes or any other interruptions of production by the workers. The no-strike clause can be considered a form of "company security". Management has also been given the right to discipline violators of this clause. The union, in promising no interruptions of the work process, becomes an agent of discipline by seeing that the workers do not violate the contract. The management rights clauses, on the other hand, specify the nature of managerial control over production in terms which legally preclude the recurrence of such threats to this control as the workers' activities in early CIO days represent to the writers cited above.

The clauses on union security, which include the dues check-off, were gains made by the union in exchange for management prerogatives and "company security" in the compromise process of collective bargaining. This security may have provided stability for the union's existence but

can be seen as a means by which the union could avoid worker pressure. At the very least it can be argued that the contract creates structural constraints on the actions of workers that lead to a growing gap between the union and its rank and file membership.

The hypotheses in our study were as follows:

Major Hypothesis - The longer the time span of the relationship between the union and the Corporation, as defined by the contract, the greater the bureaucratisation of the trade union.

Hypothesis 1 - The more recent the Master Agreement, the greater in length it becomes.

Hypothesis 2 - Over the years covered by the Master Agreements between the union and company the number of steps in the Grievance Procedure increases.

Hypothesis 3 - Over the years covered by the Master Agreements between the union and company the power of organizational units in the Grievance Procedure increases.

Hypothesis 4 - Over the years covered by the Master Agreements, the Chief Steward experiences growing constraints in relation to the foreman in terms of accountability and seeking access to perform his duties.

Hypothesis 5 - Over the years covered by the Master Agreements, an increasing number of collaborative clauses appear between management and union.

METHODOLOGY

The data for this study were collected through the use of content analysis. Content analysis has been defined as a research technique used to analyse systematically specific characteristics of a given form of communication (Theodorson, Theodorson, 1970: 75; Holsti, 1969: 14). Content analysis may be quantitative, for example, counting the number of steps in the Grievance Procedure of a contract or adding up the number of duties specified for the Chief Steward. It may also be qualitative content analysis as in looking for the presence or absence of key clauses in contracts and comparing the language between contracts.

The medium chosen for our study was the Master Agreements between the United Automobile, Aerospace and Agricultural Implement Workers of America, hereafter referred to as the UAW, and a particular Corporation. Master Agreements, like other forms of trade union contracts, were drawn up in the process of collective bargaining, which has been defined as a process of discussion and negotiation between two parties, one or both of whom is a group of persons acting in concert. The result of this process is an understanding of the terms and conditions under which a continuing service is to be performed. Collective bargaining and trade unions are inseparable (Encyclopedia of the Social Sciences, 1937: 628; Seide, 1970: 50).

The Master Agreement is defined as a collective bargaining agreement which serves as the pattern for major

terms and conditions for an entire company. Local terms may be negotiated in addition to the terms set forth in the Master Agreement (Roberts, 1977: 16). The pattern has developed in which each local covered by the Agreement is sent copies of the Master Agreement. Special provisions applying to a particular local union of the UAW, are usually in the Appendix to that local's copy of the Master Agreement.

In some industries, a contract may be signed by an industrial employer or an association of employers, or an entire industry in one or more sections of the continent. The Master Agreements in the auto industry are between the UAW International and the individual company. This has been known as an Agreement on a single-company basis, the type of agreement between the UAW and each of the auto companies (Myers, Laidler, 1956: 49, 50).

The final sample list of these Master Agreements was drawn up after having contacted several sources. We were referred by Solidarity House, the central UAW headquarters, to the Detroit Public Library as having a complete list of Master Agreements. Our final selection for the sample was derived from the resources available at the Detroit Public Library and the Walter P. Reuther Library of Labor and Urban Affairs at Wayne State University. The first part of the 1937 contract was taken from the New York Times of that year.

We were faced with the problem of the completeness of our sample of Master Agreements between the UAW and the

Corporation. Both the Public Library and the Labor Archives were at the mercy of those unions contributing material. Documents would, at times, be given in incomplete form or out of order.

The issue of the completeness of our sample was also raised when comparing the lengths of the Master Agreements. Beginning with the September 1, 1955 Master Agreement, the contracts were more than one booklet in length. Other than what was available from our three sources, we could not be certain if we had all the booklets for each contract. This would affect the comparison of the Master Agreements in terms of their lengths in the number of pages. Nevertheless, we still arrived at a fairly consistent presentation of the lengths of Agreements.

The final sample is very probably not complete, but does contain the majority of Agreements between the UAW and the Corporation. It was considered especially important to have a representative collection of those Master Agreements drawn up during the late thirties and early forties which was considered the formative years of the UAW. In view of the fact that the sample covers four contracts from that period, we feel that our list is sufficient to cover this topic.

In drawing up our sample list of Master Agreements, we omitted a particular set of Agreements which we did not consider as Master Agreements. These contracts covered a set

of locals of the UAW, and had their own format distinct from the Master Agreements in our sample. This was seen in two key areas of these four contracts. The first one was the duties of the Chief Steward, which were outlined in a brief general statement, "It shall be the duty of the Assistant Steward to take up grievances with the representatives of Management on that shift". In the Master Agreements in our sample, except for the very first contract of April, 1937 the duties of the Chief Steward were more detailed and ranged from six to ten duties, depending on the contract. In the second area studied, the Grievance Procedure of the four contracts remained the same while various changes occurred in the Master Agreements of our sample. Listed in the Appendix Item 1. these four contracts were therefore left out of the sample.

The final list of Master Agreements in our sample is included in the Appendix with the list of local unions covered by each Agreement. The first Agreement of April, 1937 covered locals 3, 7, 140. These same locals appeared in all the remaining Agreements in our list (Appendix Item 2).

Our first and most direct variable was the length, in pages, of the union contracts. We next turned to a section of the contract which directly affected the worker on the shop floor, namely the Grievance Procedure. Grievance Procedure was defined as the method and policy set-up to settle grievances of the employee or group of employees. According to Casselman a well planned Grievance Procedure

provides the following: a channel through which a worker may present his grievance, a procedure assuring the systematic handling of every grievance, a method whereby the dissatisfied employee can relieve his feelings and a means of assuring promptness in the handling of grievances (Casselman, 1949: 161, 162).

The process of bureaucratisation in the Grievance Procedure was measured in two ways. First we looked at the number of steps in the Grievance Procedure. Step has been defined as a formal stage of interaction between one or more representatives of both the company and the union to dispose of a grievance. If that grievance is not settled to the satisfaction of the union or the employee, the grievance may proceed to the next step. This higher step usually involves different representatives higher up in the hierarchies of both union and company.

Measuring the number of steps in the Grievance Procedure was open to quantification without too much difficulty. We used our definition of a step consistently throughout the sample even though some Agreements two steps were described in what they referred to as one step. An example of this is provided in the January 20, 1971 Agreement. The title Step 1 describes two sets of interaction in the handling of a grievance. The first one is the Chief Steward and the foreman. If these two representatives from union and company

do not dispose of the grievance the Chief Steward then refers it to the Committeeman who takes it up with the Superintendent. In this case, we still would measure this as two steps in the Grievance Procedure.

The highest steps of any contract, in our sample, of a contract involved the Appeal Board and the Impartial Chairman. When the Appeal Board was unable to dispose of a grievance, the Impartial Chairman would come in to make the final decision. For example, in the Appeal section of one Master Agreement we read, "In the event that they (Appeal Board) are unable to settle the matter, (grievance properly referred to the Board) it shall be determined by decision of the Impartial Chairman and not by majority vote of the Board " (January 20, 1971: 29). Therefore, the Appeal Board and Impartial Chairman were seen as distinct steps throughout our sample.

The second measurement of bureaucracy in the Grievance Procedure is the formal power of both the union and company personnel involved in the steps of the Grievance Procedure. In some steps of the Grievance Procedure only a single individual may be involved, such as the foreman or Plant Manager, but in others it is a group such as Plant Committee, or Appeal Board. The contracts did not always specify how many people composed these groups, nor would this have been possible for such groups as the Plant Committee which varied

in size depending on the organization and number of employees represented at a particular Corporation facility. We conceptualized these persons/groups as organizational units and measured them by weights based on their position in the hierarchy of both union and management. The weight of organizational units is therefore a measurement of the power of union and company personnel that faces the worker when lodging a grievance through the Grievance Procedure.

Our next task was to extract an index of weights assigned to each organizational unit. With this index we would be able to arrive at the power of those involved in the Grievance Procedure for each Agreement. Listed below are all the organizational units involved in the Grievance Procedure for all of the Master Agreements.

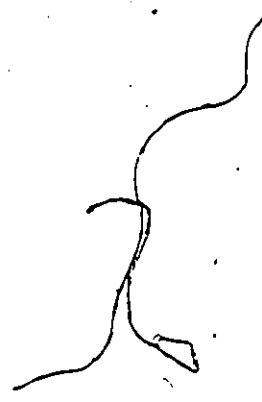
Organizational Units in Grievance Procedures

TABLE 1

<u>Union</u>	<u>Company</u>
Chief Steward	Foreman
Plant Committeeman	Superintendent
Plant Committee	Labor Relations Supervisor
Higher Officer(s) of Local	Plant Manager
President of Local	Director of Labor Relations
Regional Director	Vice President of Corporation
International Union	in Charge of Operations
	Plant Management
	Manager of Labor Relations
	Vice President of Corporation
	in Charge of Labor Relations

Appeal Board
Impartial Chairman

We then did a cross-check to find which organizational units of the union and company interact with each other the most often. Those that interact the most with each other were given the same weight. A formula of $X + 1$ was used in giving weights to organizational units. For example, the foreman and Chief Steward always interact with each other at the first level of all Grievance Procedures and thus were both given a value of 1. The next units, representing positions of greater power were given a value of one more and so on. The following table demonstrates our cross-checking of union and company personnel.



Extracting Value of Organizational Units

TABLE 2

Union	Value	Management	Value
Chief Steward	1	Foreman in all	1
Plant Committeeman	2	Superintendent 1939 - 1976	2
Plant Committee	3	Labor Relations Supervisor in all	3
		Plant Manager 1939 - 1945	4
		Plant Management 1937 only	4
Higher Officer(s) of local	4	Plant Manager 1939 - 1976	4
		Plant Management 1937 only	4
		Vice President of Corporation in Charge of Labor Relations 1937	5
President of Local	4	Plant Manager 1955 - 1976	4
Regional Director	4	Plant Manager 1958 - 1976	4
International Union	5	Manager of Labor Relations 1958 - 1976	5
		Vice President of Corporation in Charge of Operations 1939 - 1950, Dec. 11	5
		Director of Labor Relations 1939 - 1955	5
Appeal Board			
Impartial Chairman			

We can see from the table that the representative of the union has not always interacted with the same representative of management. Our extracting of weights would have been simpler if the same people from union and company worked together in all of the Agreements. Certain arbitrary decisions therefore had to be made. Those units of union and company which related most often with each other were given the same weight - i.e. the same value of power in the Grievance Procedure machinery.

We have found, from the above table, that some organizational units appear in only some of the Agreements, for example, Plant Management and Vice President of the Corporation in Charge of Labor Relations. Some units of management were replaced in later Agreements by a new title, for example, Director of Labor Relations being replaced by Manager of Labor Relations.

From the above table we have arrived at the following index of values for each of our organizational units to be used as a weighting scheme in our sample, given in Table

Index of Values

TABLE 3

<u>Organizational Unit</u>	<u>Value</u>
Foreman	1
Chief Steward	1
Superintendent	2
Plant Committeeman	2
Plant Committee	3
Labor Relations Supervisor	3
Higher Officer(s) of local	4
Plant Manager	4
Plant Management	4
President of Local	4
Regional Director of Union	4
International Union	5
Director of Labor Relations	5
Manager of Labor Relations	5
Vice President of Corporation in Charge of Labor Relations	5
Vice President of Corporation in Charge of Operations	5
Appeal Board	6
Impartial Chairman	7

As an example of the application of our index of weights we looked at the following contract of November 10, 1967 in order to find the total weight of organizational units involved in its Grievance Procedure.

Weight of Organizational Units

TABLE 4

<u>Organizational Unit</u>	<u>Value</u>
Foreman	1
Chief Steward	1
Plant Committeeman	2
Superintendent	2
Plant Committee	3
Labor Relations Supervisor	3
Higher Officer(s) of local	4
Plant Manager	4
Regional Director	4
President of local	4
International Union	4
Manager of Labor Relations	5
Appeal Board	5
Impartial Chairman	6
	7

Total Weight 51

In the possible bureaucratisation of the Grievance Procedure, we also decided to look at the time factor within which management was required to respond to a grievance. Time limits specified in the contracts would have acted as a possible means of speeding up the Grievance Procedure thereby making it a more efficient means of handling workers' grievances.

The next variable consists of the duties of the Chief Steward which are clearly outlined in the first few pages of all the Agreements. We wished to determine if the number of duties outlined for the Chief Steward had increased over the years.

When looking at the Grievance Procedure, we sought to

determine whether structural changes had occurred which could be interpreted at least as potential loss of worker power. The Chief Steward is the union representative coming into closest contact with the worker. He is also the first union official involved when an employee or group of employees lodged a grievance through the Grievance Procedure (James, 1974: 21; Marquart, 1975: 139, 161).

In the possible process of bureaucratisation of the trade union, we wished to see if the Chief Steward as a low level union representative also experiences an increasing loss of autonomy over time. The duties were divided into two analytic categories of structural constraint. One of these concerns is accountability, in which he must inform the foreman of activities he is performing, while the second is the need to seek permission to approach workers in performance of his duties.

The final concern is the appearance of collaborative clauses. We therefore looked for key provisions which further specified the rights and obligations of both company and union in the contractual relationship, including no-strike clauses, management rights, dues check-off and union security.

With the no-strike clause and dues check-off, we found that they either did or did not exist in the Master Agreements. There were no forerunners that might be said to precede these provisions in the contracts. Management

rights and union security were given broad definitions in our study. This enabled us to record early forms of these provisions as they appeared in the Master Agreements. These four provisions will be discussed in the following chapter of presentation of data.

PRESENTATION OF DATA

The comparative length of our Master Agreements over the years 1937 - 1976 was seen as an indicator of the process of bureaucratisation in the trade union. This was also an indicator of the increasing complexity of the union contracts.

We have compared the length of contracts in terms of the number of pages, with the results presented in Table 5. When adding up the number of pages for each Master Agreement we included such areas as supplemental agreements, and letters. If there was an Appendix for a particular local union, it was not included as it was not considered a part of the Master Agreement per se.

Beginning with the September 1, 1955 Agreement, the contracts were more than one book in length. For this reason, we have presented the titles of the books in these Agreements. The different books in the Master Agreements, beginning with September 1, 1955, applied to distinct sectors of the membership of the UAW. For example, Production and Maintenance referred to the production and maintenance workers in the plants. Some other books in the Master Agreements referring to separate sectors represented by the UAW were: Office and Clerical, Engineering and Parts Depots.

The Exhibits book contained specific areas of agreement between the union and company. Two examples of these have

been provided below of the Exhibits books for particular Agreements.

September 1, 1955 Exhibits

- A The Pension Plan
- B The Insurance Program
- C Agreement Regarding Supplemental Unemployment Benefit Plan
- D Supplemental Unemployment Benefit Plan

January 20, 1971 Exhibits

- A The Pension Plan
- B The Insurance Program
- C 1970 Agreement Regarding Supplemental Unemployment Benefit Plan
- D Supplemental Unemployment Benefit Plan
- E Relocation Allowance Plan

Length of Agreements in Pages

TABLE 5

Contract	One Book Only	Production & Maintenance	Office and Clerical	Engineering	Exhibits	Parts Depots	Total Length
1937	9						9
1939	31						31
1941	28						28
1945	38						38
1946	37						37
1947	40						40
1948	40						40
1950 May	86						86
1950 Dec.	88						88
1955		95	80	78	130	77	460
1958		125	89	88	146	78	526
1961		186	130	127	210	117	770
1964		219	145	139	238	274*	1015
1967		246	164	158	285	132	985
1971		188	139	140	340	126	933
1973		231		153	197	135	716
1976		244	156	157	262	147	966

*This contract contains two Parts Depots books of 139 and 135 pages.

There was a steady increase in the length of the Master Agreements in our sample. The possibility of missing documents in the resources available would have accounted for some Agreements being shorter in length than preceding ones. We have inferred from this, from the obvious increase in length of contract, the increasing complexity of the Master Agreements over the years.

We next turned to the two variables dealing with the possible bureaucratisation of the Grievance Procedure. The variables were the number of steps in the procedure and the weight of organizational units facing the employee or group of employees when lodging a grievance through the Grievance Procedure.

Item 3, in the Appendix, provides the reader with an overview of the Grievance Procedures in terms of the number of steps in the Procedure for each Master Agreement, the organizational units of union and company that are involved and those that interact with each other.

Several trends and characteristics can be observed when looking at Item 3. The first Agreement of April, 1937 already contains a detailed, five step Grievance Procedure. All of the remaining Agreements in our sample had a greater number of steps in their Grievance Procedure which included an Appeal Board. The Board appeared early in our sample in the second Agreement of November 29, 1939. The Impartial Chairman began to appear in the January 8, 1945 contract. These have remained as steps throughout the following

Agreements.

The arrangement of representatives from management and union that interact with each other undergoes little change from one Agreement to the next. For instance, the foreman and Chief Steward have always interacted with each other in the Grievance Procedure. The committeeman in the April, 1937 Agreement is considered synonymous with the Chief Steward in the following Agreements. The Plant Committee of the union and the Labor Relations Supervisor of the company often had the same arrangement of interaction.

The Grievance Procedure, at times, remains unchanged for more than one contract, such as November 29, 1939 to June 2, 1941. From January 26, 1946 to December 11, 1950, there is no change. From October 1, 1958 to the latest contract, the Grievance Procedure also remains unchanged.

We sometimes found that a step which existed in the Grievance Procedure of one Agreement was dropped in the following Agreement. For example, in the January 8, 1945 Agreement the Plant Manager of the company would meet with the Plant Committee and then the higher officer(s) of the local union. In the following contract of January 26, 1946, the Plant Manager would meet only with the higher officer(s) of the local union. In the September 1, 1955 Agreement, to give an example, we see that the International Union would meet with the Director of Labor Relations of the company. This step, which existed in several contracts up to September

1, 1955, was dropped in the next contract of October 1, 1958.

We found that no new steps were added to the Grievance Procedure over the years unless it involved the introduction of a new organizational unit into the Grievance Procedure of an Agreement. None of these additional organizational units were dropped in the Agreements that followed in our sample. Some of these added units are the Appeal Board and the Impartial Chairman.

On the other hand in a few of the Agreements there were organizational units that were dropped such as Vice President of the Corporation in Charge of Labor Relations and Vice President of the Corporation in Charge of Operations.

As was stated in the Methodology chapter, the title for some organizational units were changed, to be replaced by a new label, for example, Director of Labor Relations to Manager of Labor Relations.

Using our definition of a step in the Grievance Procedure, we arrived at the following table listing the number of steps in the Grievance Procedure for each Agreement.

Number of Steps

TABLE 6

<u>Contract</u> (N 17)	<u>Steps in Grievance Procedure</u>
1937	5
1939	7
1941	7
1945	8
1946	7
1947	7
1948	7
1950 May	7
1950 Dec.	7
1955	7
1958	6
1961	6
1964	6
1967	6
1971	6
1973	6
1976	6

Except for the first Agreement of April, 1937 and the fourth of January 7, 1945, the trend is towards a decrease in the number of steps in the Grievance Procedure over the years. This should not lead us to conclude, how-

ever, that the employee necessarily faced less bureaucracy in the Grievance Procedure over the years, as the data on the second measure of bureaucracy demonstrate.

This second measurement is the weight of the organizational units involved in the Grievance Procedure. It will be recalled that when speaking of weight, we mean a measurement of undifferentiated status and power. A Grievance Procedure with units of greater status and power are seen as a sign of increased bureaucratisation in the relation between company and union officials. By implication the worker lodging a grievance through such a Grievance Procedure is seen as having less influence in its outcome.

It is possible for a contract to have more steps in its Grievance Procedure than some other contract and still have less weight in the organizational units involved. For example, the January 8, 1945 Agreement has eight steps in its Grievance Procedure, with a weight of organizational units involved of 48. The January 20, 1971 contract has six steps with a weight for its organizational units of 51.

The following table provides the weights of organizational units for the Grievance Procedure in our Agreements. This was done by using our index of values for organizational units.

Comparing Weights of O-Units

TABLE 7

<u>Contract</u>	<u>Weight Value of Units in Grievance Procedure</u>
1937	21
1939	41
1941	41
1945	48
1946	48
1947	48
1948	48
1950 May	48
1950 Dec.	48
1955	47
1958	51
1961	51
1964	51
1967	51
1971	51
1973	51
1976	51

Table 7 shows an overall pattern of increasing weights or organizational units composed of management and union over the years. This means that the worker has faced over the years an increasingly powerful set of

individuals, union and company, when lodging a grievance through the Grievance Procedure.

We have also looked at the possible presence of time limits as a method of increasing the speed and efficiency of the Grievance Procedure. These are time limits in which the representative of management must respond to a grievance presented to him. Ideally, if there were shorter time limits throughout the steps of the Grievance Procedure, the worker's grievance would be settled faster and more grievances would be resolved.

Fifteen of the seventeen Master Agreements in our sample were analyzed for the existence of such limits. In the first two Agreements of April, 1937 and November 29, 1939, there were no time limits provided for management to respond to a grievance. The majority of the contracts in our sample however have such limits. But there is no change in their duration throughout the sample. Therefore, they cannot be considered a factor in a possible attempt to make the Grievance Procedure more efficient.

Wherever these time limits appeared in the Grievance Procedure, there also appeared the following phrase:

"These time limits may be extended at any time by agreement between the Corporation and the Union". This would leave a loophole that could quickly invalidate the whole purpose of time limits. If anything, this clause to extend the time limits would lead towards increased bureaucratisation, with the worker facing a time consuming machinery

when lodging a grievance.

We now turn to an analysis of bureaucratisation on the lowest level of the union hierarchy. As stated in the previous chapter, the duties of the Chief Steward were seen as falling under two categories of control by the foreman: access and accountability.

The first contract of April, 1937 had its own format in which we found only one duty described, that a District Committeeman shall always notify his foreman before leaving his work (April, 1937: 11). This falls under the second category of accountability where the union official advises the foreman about a task he performs. The District Committeeman in this contract is considered synonymous with the Chief Steward in the remaining Agreements of the sample.

These Agreements list six or more of the following duties of the Chief Steward:

- 1) The foreman will grant permission to the Chief Steward to leave his work for the purpose of presenting grievance.

- 2) The foreman will grant permission . . . to investigate grievances before they can be properly presented.

- 3) The Chief Steward shall advise the foreman of the number and nature of grievances he wishes permission to investigate.

4) The Chief Steward shall advise the foreman of those grievances he disposed of.

5) The Chief Steward shall present the remaining grievances to the foreman.

6) The foreman will also grant permission to the Chief Steward to communicate by phone on an unsettled grievance with the Plant Shop Committee.

7) If the Chief Steward goes into a department other than the one in which he works to investigate grievances he shall advise the foreman in that department of his presence and the number of grievances he wishes to investigate.

8) After investigating them the Chief Steward shall advise the foreman or the designated representative of management of the number and nature of the grievances that he disposed of.

9) The Chief Steward shall present the remaining grievances to the foreman of that department.

10) If it is necessary for a Chief Steward to speak to an employee about a grievance he will make arrangements with the employee's foreman to do so.

We arrived at the following list of duties outlined in the Agreements for the Chief Steward:

Number of Duties in Contracts

TABLE 8

<u>Contract (N 17)</u>	<u>Number of Duties of Chief Steward</u>
1937	1
1939	6
1941	6
1945	6
1946	10
1947	10
1948	10
1950 May	10
1950 Dec.	10
1955	10
1958	10
1961	10
1964	10
1967	10
1971	10
1973	10
1976	10

As can be seen from Table 8, there soon developed a regular pattern of outlined duties for the Chief Steward beginning with the January 26, 1946 Agreement and remaining

to the end of our example. The overall pattern has been a steady increase in the duties of the Chief Steward, rising sharply each time.

We next analyzed the Agreements in respect to their collaborative clauses.

The no-strike clause or no-strike pledge was defined as a provision in the collective bargaining agreements in which the union gives its promise that during the term of the contract the employees will not engage in activities that will result in a stoppage of work at the employer's plant. It is usually paralleled with a no-lockout clause by management (Roberts, 1967: 287). We found that this clause was basically straightforward and changed very little throughout our sample.

The first Agreement of April, 1937 has already a provision for a no-strike policy which states

The Union will not cause or permit its members to cause, nor will any member of the Union take part in any sit-down or stay-in-strike or other stoppage of any of the plants of the Corporation during the term of this Agreement
(The New York Times, April 7, 1937: 4).

The second Agreement of November 29, 1939 contains a more complete no-strike clause.

The Union will not cause or permit its members to cause, nor will any member of the Union take part in, any sit-down, stay-in or slow-down, in any plant of the Corporation, or any curtailment of work or restriction of

production or interference with production of the Corporation. The Union will not cause or permit its members to cause nor will any member of the Union take part in any strike or stoppage of any of the Corporation's operations or picket any of the Corporation's plants or premises until all the bargaining procedure as outlined in this agreement has been exhausted, and in no case until after the negotiations have continued for at least five days and not even then unless sanctioned by the International Union, United Automobile Workers of America. In case such a strike shall occur, either before or after all bargaining procedure has been exhausted, this agreement shall terminate at once. The Corporation reserves the right to discipline any employee taking part in any violation of this agreement. The management will not cause or sanction a lock-out until all the bargaining procedure as outlined in this agreement has been exhausted, and in no case until after the negotiations have continued for at least five days. (November, 29, 1939: 4, 5)

The no-strike clause has been paralleled with a no-lockout clause by management. It has also become apparent that the local union cannot go out on strike without the approval of the International. The remaining Agreements experienced little change in their no-strike clauses. The time periods for negotiations may have changed. For example, when comparing the Agreement of May 4, 1950 with that of January 20, 1971, we found that the time period for negotiations were lengthened but that the clause itself has remained basically unchanged. The no-strike clause for the May 4, 1950 Agreement has been provided in the Appendix, Item 4.

The management rights clause, also known as managerial prerogatives, was defined as those areas of the employer's operations which are not subject to collective bargaining. These might include matters of hiring, production, scheduling, price fixing, and the maintenance of order and efficiency, as well as the process of manufacturing and sales (Roberts, 1967: 238; Wicke, 1971: 270, 271). Management rights have usually been expressed in the following form as the right to hire, promote, discharge or discipline for cause (Seide, 1970: 145).

A more complete example of a management rights clause has been provided by Frank Marquart, describing it as, "The right to hire, promote, discharge, or discipline for cause; and to maintain discipline and efficiency of employees, is the sole responsibility of the corporation except that union members shall not be discriminated against as such. In addition, the products to be manufactured, the methods, processes, and means of manufacturing are solely the responsibility of the corporation" (Marquart, 1975: 140). We used a broad definition of management rights in our analysis of the Agreements as opposed to simply looking for a separate paragraph which could be called a management rights clause.

In the first contract of April, 1937, there is no sign of any form of management rights described. In the following years however various clauses outlining rights of management begin to appear as documented in table 9.

Management Prerogatives

TABLE 9

Contract	No Provisions	No-strike discipline	Strengthened no-strike discipline	Management rights clause	Clause with limitations
1937	x				
1939		x			
1941		x			
1945		x			
1946			x	x	
1947			x	x	
1948			x	x	
1950 May		x		x	
1950 Dec.		x		x	
1955		x		x	
1958		x		x	
1961		x		x	
1964		x		x	
1967		x		x	
1971		x			x
1973		x			x
1976		x			x

In the second Agreement of November 29, 1939, a precedent to the Management rights clause appears. It is embedded in the no-strike clause and is a guarantee by the union of no activities that would lead to work stoppage, stating that "The Corporation reserves the right to discipline any employee taking part in any violation of this section of this agreement " (November 29, 1939: 4, 5). This falls under the heading of no-strike discipline in our chart.

The next two Agreements of June 2, 1941 and January 8, 1945 have the same format but in the January 26, 1946 contract we come across the first example of what would later be titled Management Rights. It reads, "The Union recognizes that the Corporation has the exclusive right to manage its plants and direct its affairs and working forces " (January 26, 1946: 4). In the no-strike clause of this Agreement, we see the same sentence relating to management's right to discipline in relation to this section, however written in stronger terms, with the addition of another sentence, "The Corporation reserves the right to discipline any employee taking part in any violation of this section of this agreement. The Union agrees that it will not oppose the discharge or discipline of anyone who instigates, leads or induces another employee to take part in any unauthorized strike". This falls under the title of Strengthened no-strike discipline in our table.

The following two Agreements of April 26, 1947 and May 28, 1948 read the same as the above contract but in the May 4, 1950 Agreement the extra sentence in the no-strike provision was removed, leaving the original statement, "The Corporation reserves the right to discipline any employee taking part in any violation of this section of this agreement." The next Agreement of December 11, 1950 is identical.

The September 1, 1955 Agreement contains basically the same management rights clause as the previous contracts. This clause was here, for the first time, given the title Management Rights. We find the statement relating to management and discipline in the no-strike clause unchanged and now entitled, Right to Discipline. The Agreement of October 1, 1958, November 2, 1961, September 22, 1964 and November 10, 1967 read the same.

A somewhat different phrasing is found in the Agreement of January 20, 1971 which reads: "The Corporation has the exclusive right to manage its plants and offices and direct its affairs and working forces, except as limited by the terms of this Agreement and any Memorandums, Letter Agreements or Supplementary Agreements that by their terms modify this Agreement " (January 20, 1971: 6). The statement in the no-strike provision has remained the same under the title Right to Discipline. This new format of management rights clause falls under the title Clause with limit-

ations in our table and is retained in the Agreements of September 21, 1973 and November 5, 1976.

The dues check-off clause of a contract was defined as a form of negotiated assistance to the union under which the employer upon written authorization from the employee deducts wages of the employee, his initiation fee or dues and remits them directly to the union (Fritz, Stringari, 1968: 198). The dues check-off is therefore a form of union security whereby an arrangement is solidified between the company and the union. Like the no-strike clause it proved to be without antecedents, either existing in the Agreement or not.

The first clause in our sample appeared in the May 4, 1950 Agreement under the title Voluntary Check-Off. It reads in part as follows:

During the life of this agreement and in accordance with the provisions of Section 302(c) of the Labor-Management Relations Act, 1947, and with the terms of the form of Authorization of Check-Off of Dues hereinafter set forth, and to the extent permitted by the law of the applicable jurisdiction, the Corporation agrees to deduct union membership dues levied in accordance with the Constitution and By-Laws of the Union, from the pay of each employee who executes or has executed the following 'Authorization for Check-Off of Dues' form: . . . (May 4, 1950: 75 -80).

This was followed by an "Authorization for Check-off of Dues" form for the employee to sign, allowing the company to deduct dues from his paycheck for the union, as well as initiation fees. There are also several paragraphs

giving particulars of the dues check-off such as frequency and review of disputes over check-off. The following contract of December 11, 1950 reads the same as May 4, 1950.

The December 11, 1950 Agreement is the first contract with a Union Security clause. The September 1, 1955 Agreement contains the Union Security clause detailing the union shop arrangement as well as the "Notice to All Employees" included in the check-off clause which also describes the union shop arrangement. The October 1, 1958 Agreement contains the dues check-off form with a clause detailing Union Security. Up until this time, the Union Security and check-off were two separate clauses. In this contract, the check-off is in the Union Security section. The Union Security clause thus includes a union shop requirement, the check-off section and a Notice to All Employees, which specifies that all employees must join the union. This format remains basically the same for the remaining Agreements in our union except that with the contract of January 20, 1971, the Notice to All Employees was given a new title: Statement Concerning Union Membership as a Condition of Continued Employment.

Union Security was defined in general terms as any provision in the contract which helps to secure the union's existence with the membership. Within limitations of space and time we selected the following as indications of union security in the contracts: position security for union officials in times of layoffs, Leaves of Absence for union

work, the company agreement not to aid other groups which would undermine the existence of the union, check-off of dues, and the union shop arrangement. The following table outlines the existence of union security provisions in the Agreement of our sample.

Union Security Provisions

TABLE 10

Contract	Position Security	Union Leaves	Aiding Other Groups	Check -Off	Union Shop
1937	x	x	x		
1939	x	x	x		
1941	x	x	x		
1945	x	x	x		
1946	x	x	x		
1947	x	x	x		
1948	x	x	x		
1950 May	x	x	x	x	
1950 Dec.	x	x	x	x	x
1955	x	x	x	x	x
1958	x	x	x	x	x
1961	x	x	x	x	x
1964	x	x	x	x	x
1967	x	x		x	x
1971	x	x		x	x
1973	x	x		x	x
1976	x	x		x	x

We have postulated that by the time of the Agreement, the Aid to Other Unions paragraph has become superfluous when considering the history of relations between the Corporation and the UAW.

Terms:

Position Security: - refers to provisions in the contracts which protected the union officials in times of layoffs.

Union Leaves: - refers to the paragraph in the Leave of Absence clause which gave union officials leaves of absence from the job they held before they assumed their present status.

Aiding Other Groups: - refers to the paragraph falling in the Recognition clause in which the Corporation has agreed not to aid any other group which would undermine the unions existence.

Check-Off: - refers to the Voluntary Check-off whereby the employee has authorized the Corporation to deduct union dues from his paycheck and give them to the union.

Union Shops: - refers to the Union Security clause in the contract which stipulates that the employee must become a member of the union.

In the first Agreement of April, 1937 we find a provision guaranteeing certain low level union officials their

positions as long as there are sufficient members to represent. The provision reads as follows:

Notwithstanding their position on the seniority list, District Committeemen and Assistant District Committeemen shall be continued at work as long as a substantial number of their respective constituents still are at work, and shall be recalled to work as soon as a substantial number of their respective constituents have been recalled to work (April, 1937: 14).

Paragraph 9 of the April, 1937 Agreement provides for temporary leaves of absence for periods up to one year for members of the Union whose work takes them from their employment as workers (April, 1937: 14).

This Agreement also includes a clause which makes the union secure from employers, non-union employees, and/or raids by competing unions (Roberts, 1967: 439). It states:

The Corporation will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union (The New York Times, April, 1937: 4).

Provisions are included in the 1939 Agreement which secure the position of executive members of the union as well as low level officials of the union in time of layoff. These are given in the Appendix, Item 5.

The same Agreement also has a leave of absence clause for union business, with periods not to exceed one year. The same form was taken by the Agreements of June 2, 1941, January 8, 1945, January 26, 1946, April 26, 1947 and May

28, 1948, while the May 4, 1950 Agreement contains the above provisions as well as the first Voluntary Check-off.

As mentioned the Agreement of December 11, 1950 includes the first Union Security clause which outlines the union shop form of union security whereby the employee once hired by the company must join the union after a specified period of time. A few changes in the wording of the clause were introduced in the September 1, 1955 Agreement. This format remained standard for the rest of our sample. Both versions are given in the Appendix, Item 6, and Item 7.

Beginning with the Agreement of November 10, 1967, the clause in which the corporation will not aid other unions has been dropped for the remainder of the sample. The Leave of Absence clause in relation to union business was extended to periods not to exceed two years beginning with the October 1, 1958 Agreement.

The following table is composed of material from the previous two tables in this chapter. This table provides us with the appearance of following provisions in the Agreements which were part of the exchange relationship in the contract between the union and company.

The no-strike clause and the dues check-off were defined in direct terms, i.e. they were seen as having no precedents prior to their existence in the Agreements. Management rights and union security, on the other hand, were defined in general terms enabling us to find early forms that would foreshadow the existence of these provisions in the Agreements.

Company Security: - no-strike clause

Management Rights: no-strike discipline

Management Rights

Clause

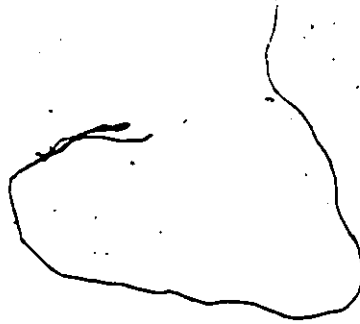
Union Security: - dues check-off

position security

union leaves

aiding other groups

union shop



Appearance of Collaborative Clauses

TABLE 11

Contract	Management Rights			Union Security				
	No-strike clause	No-strike discipline	Management Rights clause	Dues Check -off	Position Security	Union leaves	Aiding other groups	Union Shop
1937	x				x	x	x	
1939	x	x			x	x	x	
1941	x	x			x	x	x	
1945	x	x			x	x	x	
1946	x	x	x		x	x	x	
1947	x	x	x		x	x	x	
1948	x	x	x		x	x	x	
1950	x	x	x	x	x	x	x	x
1950	x	x	x	x	x	x	x	x
1955	x	x	x	x	x	x	x	x
1958	x	x	x	x	x	x	x	x
1961	x	x	x	x	x	x	x	x
1964	x	x	x	x	x	x	x	x
1967	x	x	x	x	x	x	x	x
1971	x	x	x	x	x	x	x	x
1973	x	x	x	x	x	x	x	x
1976	x	x	x	x	x	x	x	x

May
Dec.

This table ll summarizes the appearance of the collaborative clauses. We see that the no-strike clause had already appeared with the first Agreement of April, 1937, and that an early form of management rights clause has appeared in the Agreement of 1939 giving management the right to discipline any employee violating the no-strike clause. The Management Rights clause itself was not seen until the Agreement in the January 26, 1946 contract.

The union attains a form of security quite early in our sample. Position security for union officials in time of layoffs and leaves of absence were found in the first Agreement of April, 1937 and the company promise not to aid other groups that would undermine the union's existence. The dues check-off appears in the May 4, 1950 Agreement and the union shop form of union security was attained with the Agreement of December 11, 1950.

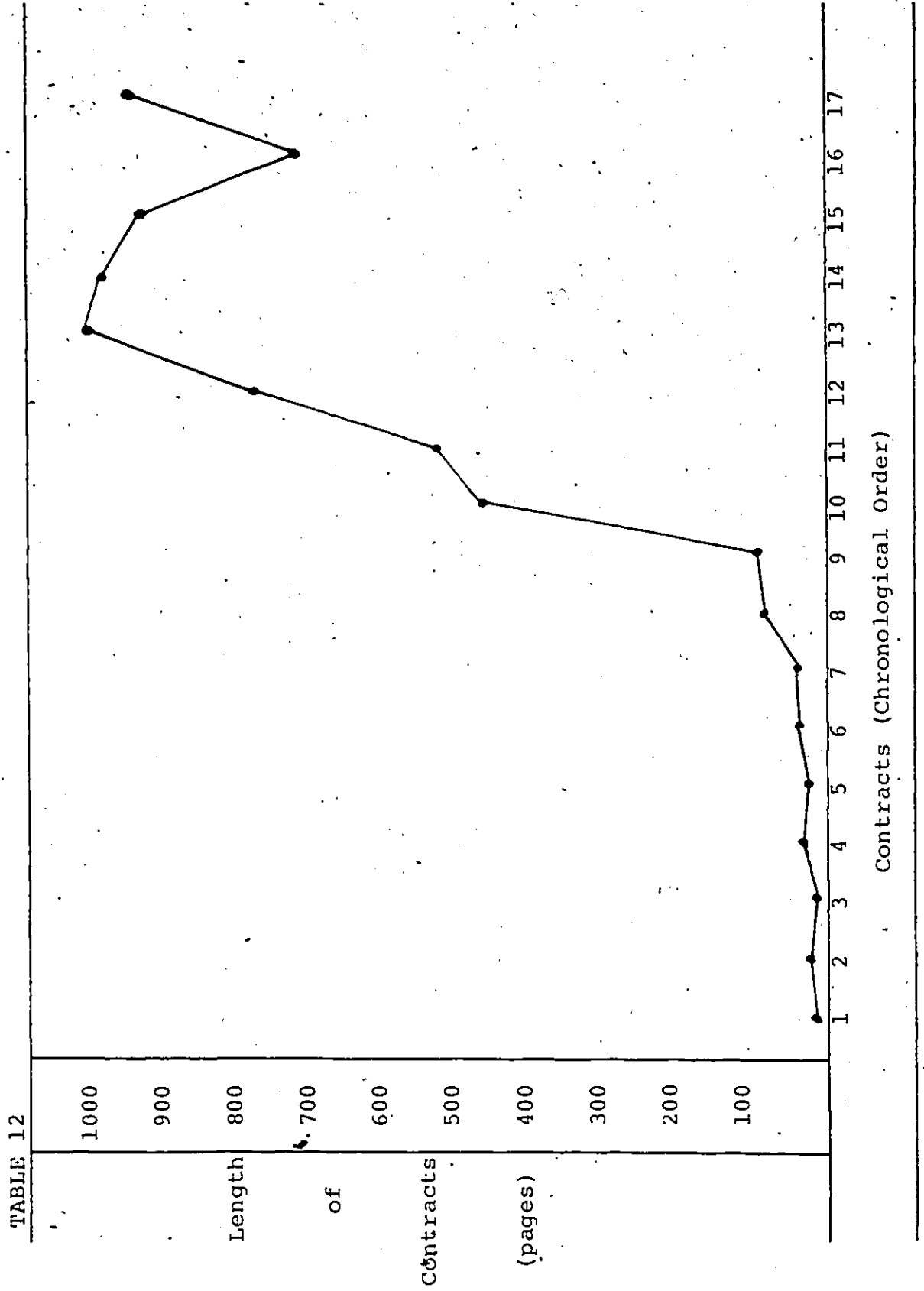
DISCUSSION

The objective of this study was to test the extent to which the process of bureaucratisation has occurred in a particular trade union. In this chapter, we look at and discuss the data in order to find out to what extent our hypotheses were supported.

The major hypothesis in this study stated that the longer the time span of the relationship between the union and the Corporation, the greater the process of bureaucratisation of the trade union. This process was measured by variables chosen from Master Agreements. The variables themselves were given in the sub-hypotheses which dealt with aspects of the contracts in the possible transformation of the trade union in the history of its relationship with the company.

Our first variable, in the Master Agreement was the length in pages of the contracts over the years covered by our sample. Table 12 presents the data in graph form.

Length of Contracts over years



As the table shows there is an overall increase in the length. The dip in length of some contracts after September 1, 1955 might be accounted for by the absence from our resources of some books that go to make up a Master Agreement. The Agreement of September 21, 1973, for instance, lacked the book covering the Office and Clerical sector of the UAW. This book alone was 139 pages in length in the previous contract of January 20, 1971.

Since length of contracts was used as a straightforward indicator of the increasing bureaucracy of the trade union, our first hypothesis has been supported. The perspective used in our study views the lengthier contract as representing not only gains made for the worker but also that which binds the worker. "A contract is a compromise. That establishes that, no matter what union gains are recorded, the rights of the company to manage production are also recorded" (Glaberman, 1973: 20). The first contracts were shorter in length, less complex, and therefore contained less to bind the worker on the shop floor. "It wasn't that the contract was any good.. It was that there wasn't enough in it to prevent the workers from doing pretty much as they pleased" (Glaberman, 1973: 11). As will become clearer when discussing their other aspects this is also the case with the contracts in our sample, in which the lengthy contract served as an indirect measurement of the addition of rules that faced the worker.

For example, the two Agreements of April, 1937 and January 20, 1971 were compared for their use of 'legalese' language as an indicator of complexity. Both contracts used basically the same style of 'legalese' language, a language that might prove difficult for the worker to comprehend.

The first Agreement of April, 1937 included an introduction not seen in the other contracts of our sample, written by Richard T. Frankenstein, a member of the executive board of the UAW, and addressed to the workers. His own words have described the purpose of this section that, "The agreement is printed in full in the back of this booklet, but to simplify matters I write it in terms which everyone can understand" (April, 1937: 3). He then proceeds to discuss areas of the contract such as the Grievance Procedure, lay-offs and seniority.

The use of technical language has therefore begun early in the contracts in the relationship between the UAW and the Corporation, from this we can infer the early professionalization of the trade union leader and his increasing separation from the average worker.

When we place the April 14, 1937 contract of our sample in a historical context we are better able to see how there soon appeared a certain degree of complexity in this Agreement and an already developing union bureaucracy.

The UAW had already signed its first Agreement with General Motors on February 11, 1937 (Preis, 1974: 61). Some characteristics of the UAW's actions prior to its settlement with our Corporation and its eventual victory with General Motors give us insight into the early process of bureaucratisation in that union.

When confronting GM the UAW had its own lawyers in court battles over injunctions and in drawing up the first Agreement covering a six month period (Levinson, 1956: 160). This use of professionals would help to account for the early presence of technical language in contracts.

Throughout the union's struggle with GM, they received the backing of the CIO and its leader, John L. Lewis. The CIO and, prior to that, the AFL both were connected with the UAW. The CIO had risen out of the American Federation of Labor; the AFL being founded in 1886 (Morris, 1974: 5) and already exhibiting a large bureaucracy by the turn of the century. The influence of both these organizations would present models for an early development of bureaucracy within the UAW.

While the UAW was still struggling for union recognition from GM they submitted a detailed eight point memorandum to the Corporation on January 4, 1937 and requested a conference to discuss these demands listed below:

1. signing of a national agreement
2. abolition of piece work and fixing of day rates of pay

3. a 30 hour week, 6 hour day, time and a half for overtime
4. minimum rate of pay
5. reinstatement of men discharged for union activities
6. a seniority system to govern employment and re-employment after slack periods
7. recognition of the UAW as the sole bargaining agency for all GM employees
8. regulation for speed of belt line and other machinery by union plant committee and the management .

(Levinson, 1956: 153)

A contract covering points like the hours of work, rates of pay, seniority system, lay off, re-hiring procedures and speed of machinery could easily become technical in wording and complex to the lay worker. This eight point program and the following two examples would be indications that the union would already exhibit a degree of bureaucracy and open the possibility of a further bureaucratic growth to deal with such issues between company and union.

The company's initial reaction to the demands from the union point towards a difference between the UAW as industrial union and the AFL craft unions. According to the company many of these points were not subject for a general conference. The CIO, unlike the craft unions,

posed a challenge to those areas management considered as their domain. The UAW thus was seeking to be a part of the overall management of the industry.

On November 12, 1936 the UAW, after having left the AFL in favor of industrial unionism a few months before, drew up a similar eight point program to serve as the basis of organization covering such areas as speedup, seniority and working hours (Galenson, 1960: 133-134).

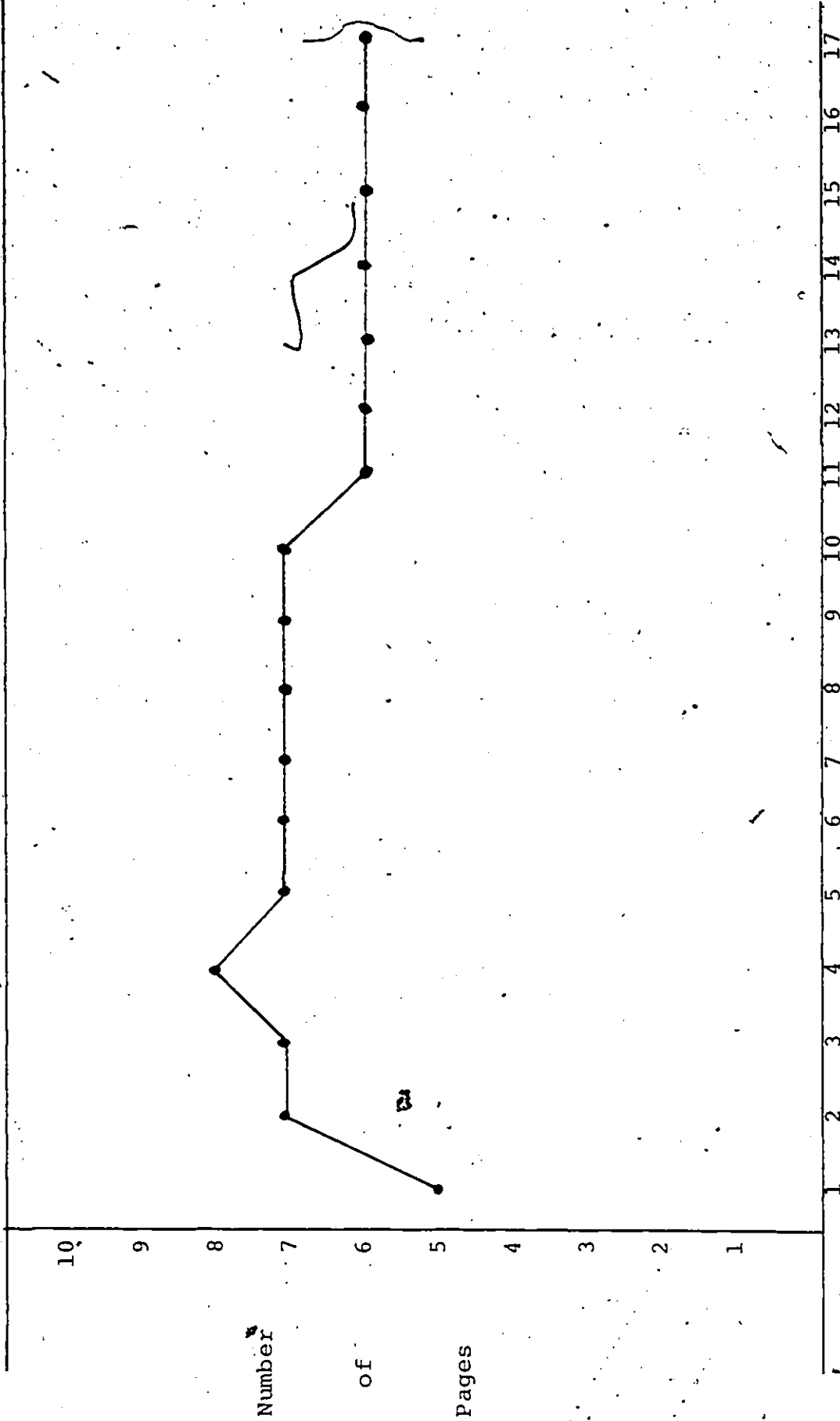
A similar model for the early bureaucratisation of the UAW was provided by the Oshawa Local 222's list of union demands when it sought recognition from GM in 1937. This list covered demands not unlike the two above examples, including work time, and seniority with the addition of a steward and grievance committee (Abella, 1975: 101).

In June of 1936 the UAW had sixteen agreements. By September of 1937 they had contracts with four hundred makers of cars and car parts (Levinson, 1956: 266). A certain degree of bureaucracy was needed to handle such a phenomenal growth in its membership in such a short period of time. All these developments must provide part of the explanation for the early bureaucratisation of the UAW.

We now turn to the Grievance Procedure as outlined in the Master Agreements and is seen as one of the most important provisions when discussing the transformation of trade unions. The process of bureaucratisation in the Procedure was measured by the use of two variables the number of steps in the Grievance Procedure and the weight of the organizational units as composed by both union and company officials involved.

Comparing Number of Steps in Grievance Procedures

TABLE 13



Contracts (Chronological Order)

The overall trend when comparing the Grievance Procedure of the Master Agreements over the years has been towards a decrease in the number of steps. However we have already pointed out in the previous chapter that the variable alone cannot be a measure of either an increase or decrease in bureaucratisation. On the other hand our hypothesis 2, which stated that, over the years covered by the Master Agreements between the union and the Corporation the number of steps in the Grievance Procedure increases, is therefore not supported.

The other variable looked at in the Grievance Procedure was the weight of organizational units that faces the employee when he lodges a grievance. By organizational units was meant the status and power of all that were involved in the steps of the Grievance Procedure and composed of both union and company representatives. The greater the weight of these units in the Procedure the less power and influence, it was argued, the worker would have in the outcome of a grievance lodged by him. Our Hypothesis 3 therefore stated: Over the years in the Master Agreements, the power of organizational units in the Grievance Procedure increases.

Comparing Weight of Organizational Units

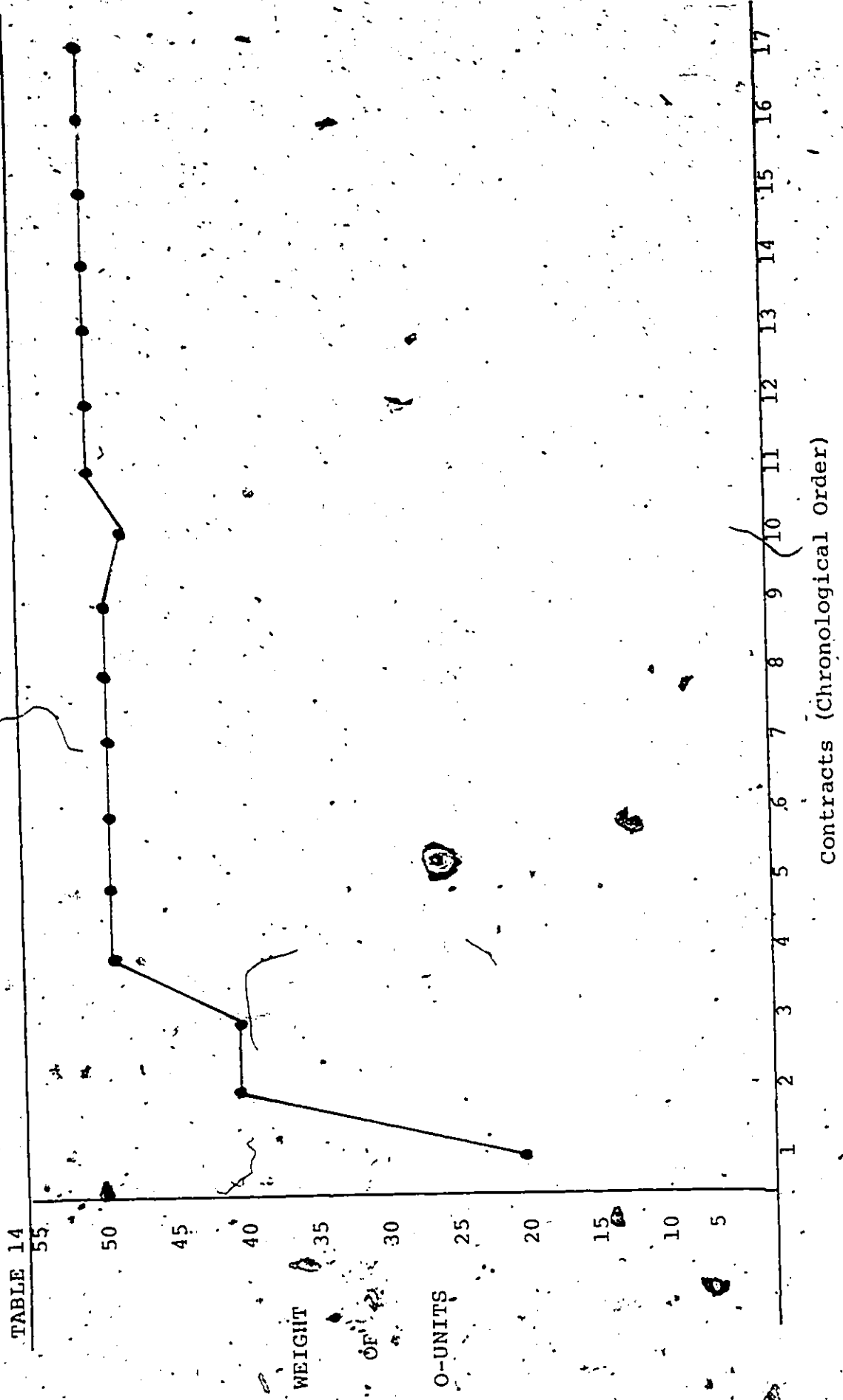


TABLE 14

WEIGHT

OF

O-UNITS

Contracts (Chronological Order)

Table 14 shows an increase in the weight of organizational units over the years. The worker therefore faced an increasingly powerful set of union and company representatives dealing with his grievance. Using a "zero sum" formula of power, the worker shares the power with a greater weight of people participating in the Procedure, and therefore is left with less influence over the grievance he has lodged.

In an attempt to make the Grievance Procedure more efficient the number of steps may have decreased over the years. However, when looking at the increasing weight, meaning power of organizational units, we must conclude that the worker is confronted in this area with a growing bureaucracy. Our third Hypothesis is therefore supported.

We looked at another factor that might aid in increasing the speed and efficiency of the Grievance Procedure. This had to do with time limits, if they existed, in which management's representatives must respond to a grievance. Ideally, if there were shorter time limits throughout the steps of the Grievance Procedure, the worker's grievance would be settled faster and more grievances would be resolved. If such time limits existed and they were shortened over the years, then this would have to be included in our analysis of the process of bureaucratisation in the Grievance Procedure.

We looked at fifteen of the seventeen Master Agreements in our sample. In the first two Agreements of April, 1937 and November 29, 1939, there were no time limits set for management to respond to a grievance. The later contracts in our sample did have such time limits but there was no change in their duration. Therefore, they cannot be considered as significant in a possible attempt to make the Grievance Procedure more efficient.

Wherever these limits appeared in the Grievance Procedure, there also appeared a phrase which stated, "These time limits may be extended at any time by agreement between the Corporation and the Union". This has left a loophole that could quickly invalidate the whole purpose of limits. If anything, this phrase to extend time limits creates a greater potential for bureaucratisation.

Item 3, in the Appendix, shows us that the company and union very quickly arrived at a format for the Grievance Procedure that remained unchanged for several contracts at a time. For example, the fifth contract to the ninth contain the same Procedure and this is also true from the twelfth to the last contract. Given the continuities of these working arrangements we must infer that they serve the respective needs of both parties to some extent at least.

The first Agreement between the company and the union

already contained a fairly detailed five step Grievance Procedure. The Procedure here was already complex and involved a sizable weight in terms of organizational units.

As with the early appearance of technical language in the contract, an analysis of the Grievance Procedure depicts an early process of bureaucratisation occurring in the relationship between the union and the company. The growing mechanism of the Grievance Procedure has provided the structural constraints which at the very least mean a loss of worker autonomy and, by inference, also loss of power.

From the perspective of some trade union leaders, the early bureaucratisation of the Grievance Procedure has been seen as a desired objective. The first Agreement with GM proved to be lacking in the handling of worker's grievances, where the grievance committee and shop-steward system was not developed sufficiently to process the actual number of worker grievances. (The existing system outlined in the first contract was, "... an obviously inadequate machinery for adjusting grievances" (Levinson, 1956: 267). The UAW leaders therefore saw the need for a larger and more complex grievance machinery to handle the sheer number of workers in the plants. This would, in turn, entail a greater bureaucracy in the union.

The Grievance Procedure, a key element of the contract, was designed to be an institutionalized form of handling potential conflict on the shop floor. Over the years the Grievance Procedure has thus eliminated the legal possibility of immediate action in which the workers are directly involved in the handling of issues on the shop floor. Such action has been replaced by an organizational mechanism which has taken the decision making out of the workers hands and placed it into those of a hierarchy of functionaries.

Some writers have viewed the direct action performed by workers in the early CIO days as in lieu of recognized spokesmen to represent them: there was no one to do it for the workers and so they had to do it themselves (Levinson, 1956: 150). Collective bargaining was not yet recognized and thus left workers with the only recourse of direct action. Once the proper channels for dealing with grievances were in existence there would be no more need for such action.

However a key point of the thesis is that union leaders are legally bound by the contract and to see to it that their workers do not act outside the institutional boundaries of the Grievance Procedure. They therefore become defenders of the contract.

When speaking of the effectiveness of the grievance procedure in other contracts, we made the assumption that

the labor relations between this union and company was not atypical from others. The general trend in most unions has been the buildup of unresolved grievances. The grievance procedures have not been successful as a method of dealing with issues on the shop floor. At any one time in the auto industry, there are 10,000 unprocessed grievances and the average time needed to process these is close to two years (Wicke, 1971: 272). William Serrin, in his book The Company and the Union, speaking on the relationship between the UAW and General Motors, has stated that for this company the number of grievances had increased "alarmingly" - from 106,000 in 1960 to 256,000 in 1969 (Serrin, 1974: 39). Martin Glaberman has written of the thousands of unresolved grievances which imply "a total collapse of the union as representative of the workers in the day-to-day life in the plants. If the grievance procedure, in which the worker is represented by his union steward or committeeman, cannot settle grievances then what can it do, other than assist in disciplining workers?" (Glaberman, 1975a: 8).

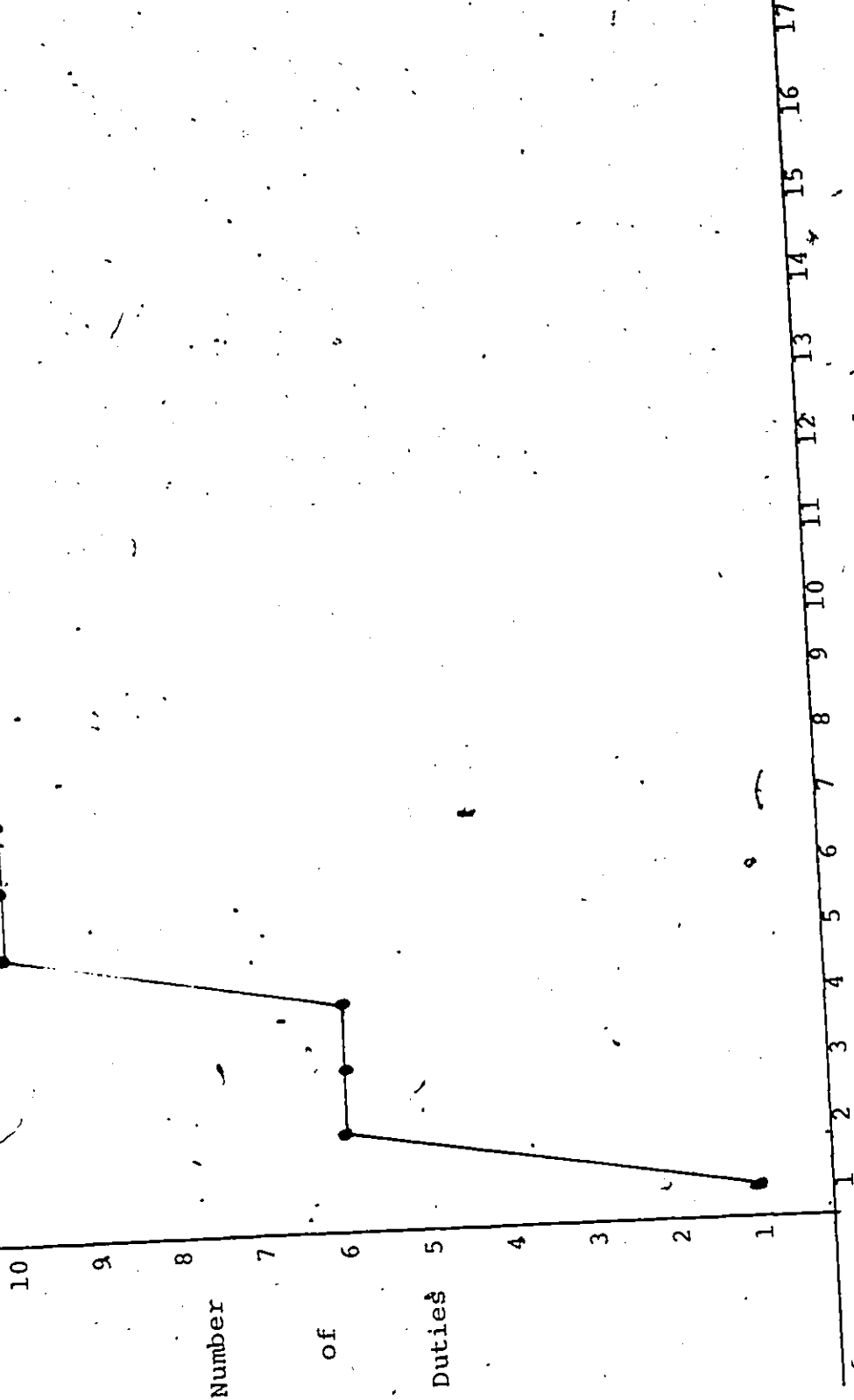
Our study has shown that the contracts effect a legal shift of power from the individual worker to the union hierarchy. We now wish to see if the process of bureaucratization of the trade union affected the position of the Chief Steward, the low level union official coming into closest contact with the worker on the shop floor. In this context our Hypothesis 4 states that over the years covered

by the Master Agreements the Chief Steward experiences growing constraints in relation to the foreman in terms of accountability and seeking access to perform his duties.

The duties of the Chief Steward, outlined in the previous chapter, were grouped under two categories of access or seeking permission from the foreman to perform a task, and accountability in which the Chief Steward has to advise the foreman of a task he is performing.

Duties of Chief Steward

TABLE 15



Contracts (Chronological Order)

Table 15 summarizes these duties. It shows an overall increase in the amount of duties of the Chief Steward. By the fifth Agreement their number has increased from six to ten and remained at ten to the last contract. As with the Grievance Procedure, a pattern was soon developed which remained unchanged for several contracts. Our hypothesis 4 has therefore been supported. It is clear that the Chief Steward as low level official has experienced a loss of autonomy, which can again be interpreted as a loss of power. Richard Lester, in his book As Unions Mature, which studies the development of trade unions, wrote of the loss of power for the steward especially with reference to the Grievance Procedure as a form of handling conflict,

. . . a reduction of the power and authority of shop stewards and other local leaders. No longer can they call men out on strike without the national union demanding that the strike be revoked as a violation of the agreement, the union's constitution, or both. In the case of grievances, which now are likely to be the bulk of the local's business, not only must they be handled in an orderly and business-like fashion, but the national union may have a hand in them at a fairly early stage because it assumes responsibility in the final steps of the grievance procedure. (Lester, 1966: 25), (cf., Wicke, 1971: 271, 272).

Frank Marquart wrote of the early period of union recognition between the UAW and Chrysler, April, 1937 when the stewards of the union had the power to settle grievances on the job, to call workers off the job until those grievances were settled. It is worth quoting this

passage in full in order to give a description of the steward's power and the use of direct action by the worker over how production was to be run. In his view this typified the organizing days of the CIO in the late thirties and early forties before the UAW had time to develop.

Once we got our first contract, we set about improving the working conditions. First we had to cut down to size those hard-boiled foremen, who over the years formed the habit of acting like autocrats whose word was law. Now they had to deal with our stewards, and this was hard for them to take, especially when we challenged them on production standards. We told them the contract called for a fair day's work for a fair day's pay, and by God a fair day's work was all they were going to get. We often had a hard time getting our own people to slow down; they had been so used to working at a fast speed that they couldn't adjust to a slower pace. So we told them to take a walk from time to time and not turn out more work than the rest of us did. And we damn soon put a stop to the way some Polish foremen used to curse in Polish to intimidate and speed up Poles on the production line. We also put a stop to foremen turning out production. They used to roll up their sleeves and work like hell on the line or a machine. We told them that if they wanted extra work turned out, they should hire extra workers. At first they ignored us. So every time they turned out work, we simply turned out less work. Sometimes foremen would jerk up the automatic conveyor a couple of notches and speed up the line. We cured them of that practise; we simply let jobs go by half-finished. Make no mistake about it; in those days our stewards had power. (Marquart, 1975: 78).

We see thus that the steward who was better able to handle grievances on the shop floor would, in time, find that he had less responsibility in the handling of disputes.

At the higher stages of the Grievance Procedure in our later contracts, the responsibility lies increasingly in the hands of the higher officials of the union. As an example, in the January 20, 1971 Master Agreement, the Regional Director would decide in step 4 if the grievance went to the International Union. The International Union would then decide if the grievance went to the Appeal Board. The ability of the union and company to extend the time limits for management to respond to a grievance also served to take matters out of the steward's hands. Beyond the first step the handling of the grievance and the speed in which it may be resolved was soon taken out of both the worker's and steward's hands.

When we look at the initial step of the Grievance Procedure in the Agreements we find another limitation on the autonomy of the steward. In the first Agreement of April, 1937 the employee with a grievance was allowed to go to the union official in the first instance. In the initial step of the Grievance Procedure we read:

Any employee who is a member of the Union having a grievance in connection with his working conditions, or any group of employees who are members of the Union having a joint grievance in connection with their working conditions, may take the matter up with the foreman of the department in the district. If such employee or group of employees can not reach a satisfactory settlement of the grievance with the foreman, they may then refer the matter to the District Committeeman for handling; or if they desire, they may refer the matter

to the District Committeeman in the first instance. The District Committeeman should then take the matter up with the foreman or other designated representative of the management in the District (April, 1937: 9, 10).

In the second Agreement of November 29, 1939 we read the following initial step in the Grievance Procedure:

A grievance of any employee in connection with his working conditions or a joint grievance of any group of employees in connection with their working conditions shall be presented to the management in the following manner: A. The employee or group of employees may 1) take the grievance up with the foreman, or 2) deposit the grievance in the box provided for that purpose, or 3) after obtaining permission of the foreman to leave their work, take the grievance to the Chief Steward or assistant Chief Steward (November 29, 1939: 10).

The latest Agreement of November 5, 1976 reads as follows in step 1 of its Grievance Procedure:

A) The employee or one member of a group having a grievance may take the grievance up with his Foreman, or may ask the Foreman to send for the Chief Steward without undue delay (November 5, 1976: 29).

In the latter cases the worker is required to go through the foreman before reaching his union official; thus providing the foreman with the opportunity of performing one of his functions, namely that of defusing the worker. (Dictionary of Supervision and Management, 1976: 327), (cf., Dunkerley, 1975: 49). The steward has thus been hindered in

his ability to deal with an issue the worker may have on the shop floor. The contract has given the foreman, as a representative of management, the first opportunity of dealing with the worker's grievance. The steward has thereby been limited in his effectiveness of trying to represent the worker.

Our last hypothesis dealt with the appearance of certain key clauses which helped to define the transformation and developing role of the trade union "from representative of the workers to an independent power that imposes its discipline over the workers" (Glaberman, 1975a: 10). The provisions of the Master Agreement analyzed here were the no-strike clause, management rights, dues check-off and union security. These provisions have arisen out of the relationship between the union and company in collective bargaining.

Our hypothesis 5 states over the years covered by the Master Agreement an increasing number of collaborative clauses appear between management and union.

The first Agreement of April, 1937 had a provision for a no-strike policy. The steward and workers could no longer interrupt the work process and deal with the issues as they happened on the shop floor. It was taken out of their hands and placed in the machinery of the union as outlined in the Grievance Procedure. When a strike was finally called, the decision making was in the hands of the International Union and only after exhaustive use of the Grievance Procedure.

Management now had the power in the 1939 contract to fire workers and stewards involved in work stoppages (Marquart, 1975: 139).

With the no-strike pledge the union became a disciplinary agent over the workers in the plant.

The Union will not cause or permit its members to cause, nor will any member of the Union take part in any sit-down, stay-in or slow-down in any plant of the Corporation, or any curtailment of work or restriction of production or interference with production of the Corporation The Corporation reserves the right to discipline any employee taking part in any violation of this section of this agreement (May 4, 1950: 5, 6, 7).

Among the functions of the union representative is now the enforcement of the contract, and in this sense at least the union has become the disciplinary agent over the worker. The contract has detailed the rights of the workers but also the rights of management. From the perspective of writers like Glaberman (1975b: 29; 1973: 20) and Dunayevskaya (1975: 262, 263) for every advance made in the contract, a price has been paid, the main cost being the reestablishment of discipline over the worker.

This was seen by several writers as being in contrast to the CIO organizing period in which direct action by the workers was a threat to the employers' control of production. To cite Glaberman again "The workers organizing in the CIO, wanted to establish their control over production and to remove from the corporation the right to discipline. Their method was direct action - the carrying out of their own plans

for the organization of production to the extent possible" (1973: 11); (cf., James, 1969: 40).

In our case the first Management Right clause did not appear until the Agreement of January 26, 1946. But we find, however, beginning with the second Agreement of November 29, 1939 the Corporation already reserving the right to discipline any employee acting in violation of the no-strike clause, i.e. stopping or interrupting production. The paragraph first appearing in the January 26, 1946 Agreement which would later be called Management Rights stated clearly who was to control production: "The Union recognizes that the Corporation has the exclusive right to manage its plants and direct its affairs and working forces" (January 26, 1946: 4), (cf., Faber and Rinehart, 1970: 4). Any violation of this meant a violation of the contract drawn up out of collective bargaining between the union and the Corporation, a contract which the union had to defend.

In this context it is interesting to note that an official history of the CIO contains a quote by Len De Caux the editor of the CIO's official Union News Service which makes clear that union leaders view the contract as a "sacred" document, "The CIO stands for punctilious observance of contracts, but we are not losing any sleep about strikes where employers refuse to recognize the well-defined principles of collective bargaining. A CIO contract is adequate protection for any employer against sit-downs, lie-downs, or any other kind of

strike" (Levinson, 1956: 182).

Management rights or prerogatives of management define one of the key limitations of collective bargaining which has been described as a compromise whereby the union gives up certain areas in return for monetary and security gains (Aronowitz, 1974: 217; Marquart, 1975: 137, 138; Mills, 1971: 119). The union has given up its claims to managerial prerogatives while at the same time guaranteeing labor peace to the employer. Wicke has written of the limitations of collective bargaining that, "There are certain categories of issues the labor leader may bargain over, wages, benefits, and welfare provisions in the main, and there are other categories he may not bargain over without substantial role modification and change of the entire pattern. The latter are concerned with the work process, insofar as changes in working conditions relate to costs, output, and/or industrial roles as culturally defined by management" (Wicke, 1971: 270), (cf., Serrin, 1974: 182, 303).

The next collaborative clause, the dues check-off, first appeared in the May 4, 1950 Agreement in which, "... the Corporation agrees to deduct union membership dues levied ... from the pay of each employee ..." (May 4, 1950: 75 - 80). From September 1, 1955 to the end of our sample this clause is combined with two other provisions, namely, a Union Security section and a Notice to All Employees, which also describes the union shop arrangement. Such provisions in the contract help secure the existence of the union both

with maintaining its membership and in relation to the company. Lester for example has written that prior to WWII much of the time of the local union leaders was taken up in maintaining and increasing the membership and collecting dues. The employer now does this for the union by enforcing the union shop and deducting dues from the workers' wages (Lester, 1966: 25). Henry Ford has made the same point after the UAW had gained their first check-off from the Ford Corporation in 1941. According to Serrin, "Ford told one of his executives concerning the check-off 'That will make us their bankers, won't it? Then they can't get along without us. They'll need us just as bad as we need them '" (Serrin, 1974: 131).

The dues check-off, like other key provisions in the contract, therefore marks the gradual routinization of relations between the union and the company, as well as their growing dependence on each other. With such provisions as the Grievance Procedure, management rights, and the no-strike clause, the union and management have become co-managers of production. According to writers like Glaberman and Rawick the dues check-off was intended as a means of organizing all the workers in the plant and to remove company pressure from the union in which the foreman in the early union days often made it difficult for stewards to collect union dues and encouraged workers not to pay their dues (Glaberman and Rawick, 1977: 207). As well the steward had to go directly to the

workers to collect the dues. This gave the worker greater opportunity of input and applying pressure on the union's activities. With the check-off clause the company automatically deducts the dues from the workers' paycheck and hands it over to the union in a lump sum. (Glaberman and Rawick, 1977: 208). What was originally a means of avoiding company pressure on the union and an aid to union security has also become a means of avoiding rank and file pressure on the union. (Wicke, 1971: 281; Lester, 1966: 29; Glaberman, 1975a: 4; Mills, 1971: 120; Hyman, 1975: 22).

In our study, union security was broadly defined by using the following provisions in the Master Agreements as indicators of factors that helped to secure the union's existence. They were: position security for union officials in times of layoffs; Leaves of Absence for union work, the company agreeing not to aid other groups that would undermine the existence of the union, check-off of dues, and the union shop arrangement. The order of their appearance was given in a table in the previous chapter.

Various forms of union security began early in the Agreements. The first contract of April, 1937 provided position security for union officials in times of layoffs and leaves of absence for union business and the promise of no aid to other groups. In this last security provision mentioned the corporation agrees not to aid other groups in opposition to the union such as company unions and the American Federation of Labor craft unions (The New York Times, Wednesday,

April 7, 1937: 1) By May 4, 1950, we see the dues check-off and by December 11, 1950 the union shop in which employees must become members of the union.

The achievement of union security has been widely interpreted as increasing separation of the union hierarchy from the rank and file. It has already been discussed how the dues check-off system has served as a method whereby the union could avoid pressure from the workers and how the Grievance Procedure constrained the workers' legal ability to act on the shop floor, therefore transferring much of the decision making to the hands of the union-management machinery. Hypothesis 5 which deals with the collaborative relationship between the company and union is therefore supported.

In summation, when we divided the forty year relationship between the union and company into four decades, all the provisions of interest, i.e., the no-strike clause, management rights, dues check-off and union security, have appeared in the first half of this time period. Within the first two Agreements of 1937 and 1939, we find the no-strike pledge, a precedent to the management rights clause and position security, union leaves and the promise not to aid other groups as forms of union security. The Management Rights clause appeared in 1946, less than ten years after union recognition. The dues check-off came into being in May 1950 and the Union Security clause describing the union shop arrangement appeared in December 1950.

Our study has shown how both the worker and the steward's autonomy on the shop floor have been restricted by the growth of a hierarchy of union functionaries. While we have dealt with this area in terms of union contracts only, studies in the relationship between the local unions and the UAW International point to an analogous loss of autonomy on that level as well.

Writers like Glaberman (1975a: 2), Lester (1969: 67), and Wicke (1971: 296) have described centralization as decreasing the influence that local unions have on their international. Citing such evidence as the higher turnover of local officers than those at the international level, they argue that the average worker can exert far less control over the latter than over the former.

Several other factors have contributed to the power of the international union over its locals. For example, the bargaining patterns of the international union in the auto industry have been over a common program for the industry as a whole. The issues at the plant level are not generally covered by the Agreement between the International and the Corporation. In fact the local union might have found itself under pressure to vote for the international Master Agreement at the sacrifice of its own issues in the plant. (Lester, 1966: 25; Wicke, 1971: 270; Aronowitz, 1974: 222; Serrin, 1974: 192 - 195). Martin Glaberman for example has described the pressure put on the local to support the

Master Agreement.

The technique is simple. A national Agreement is reached and announced but it is not signed until the locals reach their own agreements. Instead of having the national power of the union behind them, each local is on its own. A number of widely scattered, small, weak locals sign quickly. Then the International Union brings pressure to bear on the more recalcitrant locals which find themselves more and more isolated. They are, after all, holding up the national agreement and keeping many thousands of workers out on strike. (Glaberman, 1975: 9).

In the auto industry, the UAW has repeatedly picked one of the auto-makers as the strike target for the industry. This meant that if their international called a strike, the workers of the target company went out on strike while the workers at the other companies remained at work. Once a settlement was reached at the target company, the locals at the other companies were urged to vote in favour of the contract. As Glaberman in the quote above suggests, the message was given that the workers at the target company went out on strike "for you" and that voting down the contract would be acting against those workers who had stood in the picket lines for several weeks.

The local union was often limited by the Master Agreement and by the international union's involvement in the Grievance Procedure. We have seen this involvement by the international in the upper steps of the Grievance Procedure in our sample. There has been the difficulty of calling strikes over local issues and in obtaining strike funds

from the international. In our own sample of contracts we have seen that a strike could not be called unless sanctioned by the international of the union.

The international union has control over the use of strike funds and is able to suspend the officials of local unions for violating international policies, according to Glaberman (Glaberman, 1975: 9). The international could also decide to put a local under trusteeship for the same reasons (Constitution of the International Union, May, 1968, Section 3, 14). These measures may have aided in maintaining stability within the union, especially during contract negotiations, but they also enable the executive leadership of the international to control the opposition. Even in the case of our union some local leaders received punitive transfers as early as 1937 (The New York Times, Wednesday, April 7, 1937: 1).

With the increase in government participation in the area of unions and labor, it has become the pattern that the international union with its larger resources of staff and experts deals with the government. In Lipset's terms "Increasingly, local unions are yielding powers which they once possessed to their international, as the locus of decision shifts from a local to a national governmental level." (Lipset, 1954: 86), (cf., Lester, 1966: 24).

However it is important to point out that when we are discussing the growth of power and influence on one group

over another, whether international over local, or union over rank and file, we are not describing a one way process. That is to say, occurrences such as the centralization of resources and power have not taken place without resistance and counter-pressure. Even though the internationals exert great pressure over the local unions such as when attempting to have a Master Agreement ratified, the locals have often been a thorn in the side of the international.

William Serrin has given an example of Local 160 at the GM Tech Centre as one of the most rebellious locals in the UAW. Against the wishes of both the company and the union this local refused, for instance, to allow the specialists at the research centre to cross its picket lines. Their issue was not one of wages but of equal treatment with the white-collar, salaried workers at the technical centre. Opposed to the "double standard" that gave the white collar workers better treatment, the local felt that the International would do nothing to oppose this practise (Serrin, 1974: 196 - 201). These and similar pressures are factors that the union can not always ignore (Hyman, 1975: 28 - 32; Lester, 1966: 22).

Nevertheless with the centralization of power, the leadership of a trade union has at its convenience control over the formal means of communication, such as the union newspaper, bulletins and skilled office staff, as has been the case with the UAW (cf., Stieber, 1962: 120, 140 - 143). This use of resources has made it difficult for opposing groups to get their message to the membership as

effectively as possible. Lipset has commented that this is characteristic of the one party structure of most trade unions (Lipset, 1954: 87); (cf., Lester, 1966: 67; Marquart, 1975: 109). In this context Frank Marquart in his book An Auto Worker's Journal, has described what he felt to be the role of the UAW education department, which included not only the training of stewards in public speaking and collective bargaining but also the indoctrination of the UAW rank and file (Marquart, 1975: 144).

This monopoly of skills and expertise arguably serves to keep the leadership in power and widen the gap between the union and the rank and file. The use of "legalese" language in all the Master Agreements, for example, was seen as an indication of the skills and expertise used in drawing up increasingly complex contracts. The worker had little or no input into these documents which outline so much of his rights and restraints.

Seymour Faber, in his paper "The State and the Unions", has stated of the development of contracts;

But as the process collective bargaining advanced, the compromises arising out of this process were incorporated into the document. It became longer, more detailed and used legalistic language. As this occurred the union leader found himself changing from a "rank and file militant" to what has become known in the plants as a "contract lawyer". This had led to the professionalization of the trade union leader. (Faber, 1976: 40); (cf., Marquart, 1975: 109; Glaberman and Rawick, 1977: 208; Lester, 1966: 22, 69; Mills, 1971: 99, 168).

This point of the need for specialists in a hierarchy has been repeatedly made by several writers. (Glaberman and Rawick, 1977: 208).

These writers portray a change in the role of union leaders from rank and file militant to professional expert who is part of a growing bureaucracy of departments of experts who have come to typify the trade union structure. In this portrayal the average worker is given little choice of access to the learning of skills and expertise involved in the running of a trade union. The main source of learning these skills is the trade union itself. This has often acted against the effective development of opposition groups in the plant. The administration, due to its monopoly of skills, is able to channel and influence those coming into the union structure. Lipset for example has written, "Mobility within the union structure requires that the aspirant take over the norms and orientations dominant in the organization - that is, those held by the leaders" (Lipset, 1954: 90). The difference between the centralization of skills and expertise in the trade union structure and the knowledge in these areas of the average worker has therefore, it is argued, contributed to a widening gap between the union and the rank and file.

In the contracts we studied, we have found that so much of the decision making has been taken away from the worker and put in the hands of the union. There has been little need, given such a union-management relationship, for the

worker to develop skills and expertise in those areas covered by the union.

As a result it seems that the worker can do little more than vote on the contract after negotiations had gone on between the union and the company. William Serrin, speaking about the negotiations between General Motors and the UAW, has remarked that even most of the negotiators other than the executive of the international union, have to vote on the contract with no real idea of many of its details of the contract (Serrin, 1974: 272).

The writer himself, with his own experience in the plant of a major auto manufacturer, was surprised to learn that it was normal for the workers to vote on a contract and not see it until months after it had been ratified. At the time of the ratification vote for the contract only a handful of union officials would have a rough copy of the contract. The workers had to depend on the union's newspaper and leaflets distributed at the plant to know what it contained.

Marquart has also commented on the increasing use of "outside experts" in the international UAW, especially of those who have had no previous experience on the shop floor or the union. These people have been brought to work in Solidarity House, the chief headquarters of the UAW to contribute an expertise that may in fact have little knowledge of the experience of the worker.

There can also be added a factor existing in most bureaucracies: the use of legal forms for human situations. The paperwork and complicated expertise leads to the loss of contact with "real" human needs and desires and therefore creates another form of alienation. The member may become lost in the complicated workings of the organization.

A group that has buttressed the position of the union leadership over its rank and file has been the employee retirees who have been used as a block vote for the existing administration. Since these officials have usually been in power for a lengthy period of time, the retirees often vote for the old leadership that they were familiar with instead of supporting opposition groups which usually involve younger workers. According to Marquart's description a party might be given a few weeks before the union election and speeches made in favour of the present leadership (Marquart, 1975: 109). These retirees would be old enough to remember the earlier union days and be less able to identify with the rebellious outlook of younger workers against the union or be aware of pressing issues going on in the plants today (cf., Aronowitz, 1974: 35). This, among other means, has served to keep the union leaders in their position of power over the workers.

We have tested several hypotheses derived from a Marxist perspective used in our study and found them supported. The research has demonstrated a growth of bureaucracy in the

trade union and the loss of autonomy for the worker in relation to that process. The results provided by wider literature have given us further support for this interpretation of our findings.

The same data might be interpreted differently from other perspectives. For example the appearance of certain clauses that are supposed to guarantee rights of both union and company might be seen in part as an outcome of contextual factors in the relationship between the two parties. One approach has been to describe the scene as one of an unequal balance of power, in which the company holds the greater amount. William Serrin points out how the power lies with the company, with the union making the demands of the company which has the money to pay for these demands. Usually in collective bargaining the top leaders of the union appear whereas it is not the executives that arrive but their representatives. This difference in rank has helped to set the atmosphere of inequality (Serrin, 1974: 181).

The company also has the power because it makes the most important decisions. From "Product policy, marketing design and location of factories, organization of jobs, employee policy, line speed, discipline, manpower, automation, factory closings - all the important decisions are made by management and management alone" (Serrin, 1974: 308). With the rise of the CIO and sit-downs, management

may have felt a threat to their area of control. In the process of collective bargaining they made certain that these threats would not occur again, thus such provisions as no-strike and management rights. The union leaders at the same time may have had to make concessions in some areas in order to make gains in others for their union.

The employer also exerts a great influence over the press. For example, when a strike occurs it is the union which may suffer the bad publicity. The union cannot ignore the outside community and its reaction. It must be concerned over its public image. This setting might account for the leadership's restraint from pressing too hard for gains from the company and, as a result, their willingness to tone down their program of action.

Such factors as these might also account for some of the union's behaviour in relation to the particular Corporation whose Agreements have made up our sample. The union's original demand for "sole" or "exclusive" bargaining was abandoned in favor of "preferential" bargaining from the company. The leader of the union, probably aware of being in the public eye and trying to present a good image, stated that he "continued his "purge" of Communists, their sympathizers and other radical elements blamed in part by the union for the unauthorized sit-downs, by transferring three union leaders, including the first vice president, from "danger spots" in the Detroit area to other places where it is believed they will not be able to

interfere." (The New York Times, Wednesday, April 7, 1937: 1, 4).

In a wider context the process of bureaucratisation has been described by S. M. Lipset, for example, as fulfilling certain organizational imperatives (cf., Heydebrand, 1973). In this sense, a large union bureaucracy is the mechanism required to perform the many administrative tasks involved in the grievances, worker compensation, insurance plans, apprenticeship programs and the like, to provide by its centralization a counter weight to the size of the corporation, and to meet the need for "responsible unionism" in which the union is able to guarantee the employer a stable labor force in the rationalized routines of production while presenting, at the same time, rational and impersonal norms to workers for their own protection and security (Lipset, 1954: 84).

According to the Marxist perspective with which we approached the analysis of our data, unions in a capitalist mode of production must inevitably change from mechanisms of workers' representation to instruments of worker control. This our data have clearly shown on the formal level of increasing bureaucratisation. As stated earlier, it is beyond the scope of this thesis to decide which theory is the more adequate mode of explaining the data at hand. However, there still remains the question of the actual effectiveness of this control instrument.

Within the perspective used in our study, Wicke has argued that the union has not been successful in performing this function of control and conflict regulation. "The unions decrease in proportionate size; intra-union conflict increase; the collective bargaining process encounter issues for which it is a poor vehicle, and the Grievance Procedures, which after all are involved with employee's representatives, are by-passed by the workers" (Wicke, 1971: 282).

Wicke goes on to state that the workers have reacted to the union in two ways: by the tendency to redefine issues as to what is important, and to go around the union in dealing with management by such tactics as wildcats and sabotage; and by a tendency towards non-participation in union affairs, such as low attendance at union meetings, and even rejection of unionization in N.L.R.B. elections where there is not already a union (Wicke, 1971: 272, 273).

The question as to the effectiveness of the union as control instrument clearly cannot be answered by our data, which show only definitely that the worker loses in legal autonomy. They permit no conclusion about the extent to which his behaviour has in fact been altered and the extent to which he perceives himself as alienated from the union, as predicted by Marxist theory. These questions can only be answered by further research, suggestions for which will be made in the conclusion.

CONCLUSION

We have attempted to trace the process of bureaucratization of a trade union as reflected in its Master Agreement with a major automotive manufacturer. Several variables were selected from the contract in the analysis of this process.

The first of these was the length of the contract itself. Seen as an indicator of the growing complexity, the document became more voluminous over the years, recording the gains of the worker but also the concessions made to management. From the early appearance of technical language we inferred the early professionalization of the union official and, implicitly at least, his increasing separation from the average worker.

The grievance procedure, one of the most important areas of the agreement affecting the worker, we interpreted as an institutionalized method of handling conflict. We found that over the years the actual conduct of a grievance was transferred from the worker to a bureaucracy of union and management officials. By increasingly eliminating worker autonomy, the grievance clauses also served to eliminate the legal possibility of direct worker action on the shop floor. We therefore argued that workers consequently also experienced at least a potential loss of power.

The third variable consisted of the duties of the shop steward. The growth of the regulations constraining his access

to workers, and increasing his accountability to the foreman were seen as an indicator of his lessening power to deal effectively with the worker's issues. We argued that, as more gains were made by management, the role of the steward as union official became that of defender of the contract and therefore, of disciplinary agent over the worker.

The final issue concerned the appearance of collaborative clauses. Here the no-strike pledge and management rights clauses were viewed as part of the process of trade-offs in collective bargaining between the union and company. In return for union security, management received the guarantee of a stable labour force: management was guaranteed no interruption of production, and their control over production was formally acknowledged in the contract. Any conflict or issues that the worker faced were to be handled through the proper channels as outlined in the contract.

We attempted to place our findings into a wider context by reviewing some of the literature on the relationship between the local unions and their international organization. These studies showed that analogous to the workers' loss of autonomy at the work place, the autonomy of local functionaries became increasingly constrained by the activities and regulations of the international body.

The theoretical perspective underlying our analysis was the Marxist theory of state capitalism, according to which trade unions evolve from representatives of workers to

administrations over workers in the hierarchy of production, becoming in effect co-managers of production.

According to this theory, state capitalism involves two basic structural changes: the state's increased control and planning of the market and the integration of workers' organizations, such as trade unions, as part of the state apparatus. The structural evolution of the trade union thus means a transformation of its relation to the worker, in which the union takes over the function of the state in disciplining the workforce. We attempted to trace part of this transformation through the union contract drawn up in the process of collective bargaining between union and management.

As stated earlier in the thesis, our data supported the Marxist perspective on the control function of the trade union in state capitalist society. Essentially, none of the hypotheses derived from this perspective were falsified. However, it was also suggested that the data supported competing theoretical explanations of the bureaucratisation process that, for example, see it as fulfilling organizational imperatives. But on the basis of our data alone we can make no decision about the relative adequacy of these theories.

According to the Marxist perspective the trade union in its controlling role in state capitalist society becomes an ineffective mechanism. Several writers were cited as stating that the failure of trade unions in the early CIO days to

carry through their threat to the employer control over production, resulted in the transformation, of unions into bureaucracies which as part of the state apparatus controlling the labor force, acting as a stabilizing factor in production. Over the years, as the process of bureaucratisation occurred, this role became clearer, and our thesis has presented data in support of this argument.

In time however, the trade union is described by Marxist writers as becoming an ineffective control mechanism. It will be recalled that this was Wicke's point, who argues that the union has not been successful in its function of conflict regulation and that the workers have become alienated from their union.

The critical theoretical issue therefore now involves the actual consequences of the process of bureaucratisation which we have described. Further research needed to test the actual effectiveness of the trade union bureaucracy as a mechanism of conflict regulation and to establish the nature of the workers' actual reactions to the union's structure and activities is suggested below.

1. The effectiveness of the Grievance Procedure as a method of handling conflict may be measured in several ways. One of these are statistics on the possible buildup of unresolved grievances and the amount of time needed to settle a grievance. Secondly, we would wish to see how many grievances are decided in the workers' or the company's favour and at

what stages the decisions are made. Finally, there is the workers' reactions to the Grievance Procedure as such where by means of unstructured interviews their views on its usefulness could be recorded.

2. Analysis of the formal structures of the organization and the processes whereby it is governed would further clarify the relation between leadership and rank and file. Election results, for example, would not only give us a picture of the turnover of elected union officials but also provide us with an insight into the career patterns of such officials. On the other hand, the amount of participation by workers in their union could be measured by the turnout at union elections and referendums and by their attendance of union meetings.

The workers' reactions to their union and especially the Grievance Procedure could be viewed in terms of the model described by Wicke: going around the union in dealing with management and the decreasing participation in union affairs (Wicke, 1971: 272, 273).

3. A study should also be done of workers' own forms of organization which may exist daily alongside and often in opposition to the formal union-management arrangement in the plant. Taking such forms as slow-downs, sit-downs and wildcats, all are part of the counter-planning by workers on the shop floor recorded by several writers (cf., Watson, 1972; Romano and Stone, 1972).

4. Finally, an analysis of the trade union would also have to include the key historical events in its contractual relation with the corporation. Here the key question is: has the trade union as an expression of worker interests and behaviour in fact developed into a "one party state" acting against the worker? The use of oral history as well as various forms of recorded history would aid in informing us of the changing role of the union as seen from various perspectives of the participants themselves (cf., Friedlander, 1975).

Together with the results reported in this thesis, such data would help to fulfill the need for actual information on both local and international labour history.

APPENDIX

Item 1: Contracts Excluded from Sample

1. April 26, 1947 (Locals 889, 954)
2. May 4, 1950 (Locals 230, 889, 954)
3. March 6, 1951 (Locals 230, 889, 954)
4. May 27, 1953 (Locals 230, 889, 954, 1212, 1255)

Item 2: Final Sample of Master Agreements

1. April, 1937 (Locals 7, 3, 140)
2. November 29, 1939 (Locals 7, 140, 490, 375, 3, 227, 51, 230, 371)
3. June 2, 1941 (Locals 7, 140, 490, 230, 371, 3, 227, 51, 375, 833)
4. January 8, 1945 (Locals 7, 47, 140, 230, 371, 705, 833, 3, 51, 227, 375, 490, 685, 946, 274)
5. January 26, 1946 (Locals 3, 47, 140, 230, 375, 685, 7, 51, 227, 371, 490, 705)
6. April 26, 1947 (Locals 3, 47, 140, 230, 375, 685, 7, 51, 227, 371, 490, 705, 961)
7. May 28, 1948 (Locals 3, 47, 140, 230, 375, 685, 7, 51, 227, 371, 490, 705, 961)
8. May 4, 1950 (Locals 3, 47, 140, 230, 490, 705, 869, 7, 51, 227, 371, 685, 844, 961)
9. December 11, 1950 (Locals 3, 47, 140, 230, 490, 705, 869, 7, 51, 227, 371, 685, 844, 961)
10. September 1, 1955 (Locals 3, 7, 47, 51, 140, 227, 230, 371, 372, 412, 490, 685, 705, 844, 869, 961, 1183, 1191, 1200, 1226, 1245, 1284)
11. October 1, 1958 (Locals 3, 7, 47, 51, 122, 140, 212, 227, 230, 265, 371, 372, 412, 490, 685, 705, 844, 869, 961, 1100, 1183, 1191, 1193, 1200, 1226, 1245, 1284)
12. November 2, 1961 (Locals 3, 7, 47, 51, 122, 136, 140, 212, 227, 230, 371, 372, 412, 490, 550, 685, 705, 869, 961, 1100, 1183, 1193, 1200, 1226, 1245, 1284)

13. September 22, 1964 (Locals 3, 7, 47, 51, 64, 122, 136, 140, 212, 227, 230, 371, 372, 375, 412, 490, 550, 624, 685, 869, 961, 1166, 1183, 1190, 1193, 1200, 1226, 1245, 1284)
14. November 10, 1967 (Locals 3, 7, 47, 51, 64, 110, 122, 136, 140, 155, 212, 227, 230, 371, 372, 375, 412, 490, 550, 624, 685, 869, 961, 1166, 1183, 1190, 1193, 1200, 1226, 1245, 1264, 1268, 1269, 1331, 1413, 1435)
15. January 20, 1971 (Locals 3, 7, 47, 51, 110, 122, 136, 140, 155, 174, 212, 227, 230, 371, 372, 375, 412, 444, 490, 550, 624, 630, 685, 869, 961, 1090, 1166, 1183, 1190, 1193, 1200, 1226, 1248, 1264, 1268, 1269, 1331, 1413, 1424, 1435, 1459, 1593)
16. September 21, 1973 (Locals 3, 7, 47, 51, 110, 122, 136, 140, 155, 174, 212, 227, 230, 371, 372, 375, 412, 444, 446, 490, 550, 624, 630, 685, 869, 961, 1090, 1166, 1183, 1190, 1193, 1200, 1226, 1248, 1264, 1268, 1269, 1331, 1413, 1424, 1435, 1459, 1744)
17. November 5, 1976 (Locals 3, 7, 47, 51, 110, 122, 136, 140, 174, 212, 227, 230, 371, 372, 375, 412, 444, 446, 490, 550, 624, 630, 685, 869, 961, 1090, 1166, 1183, 1190, 1193, 1200, 1226, 1248, 1264, 1268, 1269, 1331, 1413, 1424, 1435, 1459, 1744)

Contract Grievance Procedures

	April 1937	Nov. 29, 1939	June 2, 1941	Jan. 8, 1945
Step 1	-foreman (c) -committeeman (u)	-foreman (c) -Chief Steward (u)	Same as Nov. 29, 1939	-foreman (c) -Chief Steward (u)
Step 2	-Labor Relations Supervisor of Plant (c) -Plant Committee (u)	-Plant Committee man (u) -Superintendent (c)	Same as Nov. 29, 1939	-Plant Committeeman (u) -Superintendent (c)
Step 3	-Plant Committee (u) -Plant Management (c)	-Plant Committee (u) -Labor Relations Supervisor (c)	Same as Nov. 29, 1939	-Plant Committee (u) -Labor Relations Supervisor (c)
Step 4	-Higher Officer (s) of Union (u) -Plant Management (c)	-Plant Committee (u) -Plant Manager (c)	Same as Nov. 29, 1939	-Plant Committee (u) -Plant Manager (c)
Step 5	-Higher Officer (s) of Union (u) -V.P. of Corp. in Charge of Labor Relations (c)	-Higher Officer (s) of Local (u) -Plant Manager (c)	Same as Nov. 29, 1939	-Higher Officer (s) of Local (u) -Plant Manager (c)
Step 6	-	-Intl. Union (u) -Dir. of Labor Relations of Corp. (c)	Same as Nov. 29, 1939	-Intl. Union (u) -Director of Labor Relations of Corp. (c)
Step 7	-	-Intl. Union (u) -V.P. of Corp. in Charge of Oper. (c) -Appeal Board (u & c)	Same as Nov. 29, 1939	-V.P. of Corp. in charge of Operations (c) -Appeal-Intl. Union -Impartial Chairman

	Jan. 26, 1946	April 26, 1947	May 28, 1948	May 4, 1950	Dec. 11, 1950
Step 1	-foreman(c) -Chief Steward(u)	Same as Jan. 26, 1946	Same as April 26, 1947	Same as May 28, 1948	Same as May 4, 1950
Step 2	-Plant Committeeman(u) -Superintendent(c)	Same as Jan. 26, 1946	Same as April 26, 1947	Same as May 28, 1948	Same as May 4, 1950
Step 3	-Plant Committee(u) -Labor Relations Supervisor(c)	Same as Jan. 26, 1946	Same as April 26, 1947	Same as May 28, 1948	Same as May 4, 1950
Step 4	-High Officer(s) of Local(u) -Plant Manager(c)	Same as Jan. 26, 1946	Same as April 26, 1947	Same as May 28, 1948	Same as May 4, 1950
Step 5	-Intl. Union(u) -Director of Labor Relations(c)	Same as Jan. 26, 1946	Same as April 26, 1947	Same as May 28, 1948	Same as May 4, 1950
Step 6	-V.P. of Corp. in Charge of Operations (c) -Appeal Board (u & c) -Intl. Union (u)	Same as Jan. 26, 1946	Same as April 26, 1947	Same as May 28, 1948	Same as May 4, 1950
Step 7	-Impartial Chairman	Same as Jan. 26, 1946	Same as April 26, 1947	Same as May 28, 1948	Same as May 4, 1950

	Sept. 1, 1955	Oct. 1, 1958	Nov. 2, 1961	Sept. 22, 1964
Step 1	-foreman (c) -Chief Steward (u)	-foreman (c) -Chief Steward (u)	Same as Oct. 1, 1958	Same as Nov. 2, 1961
Step 2	-Plant Committeeman (u) -Superintendent (c)	-Committeeman (u) -Superintendent (c)	Same as Oct. 1, 1958	Same as Nov. 2, 1961
Step 3	-Plant Committee (u) -Labor Relations Supervisor (c)	-Plant Committee (u) -Labor Relations Supervisor (c)	Same as Oct. 1, 1958	Same as Nov. 2, 1961
Step 4	-Higher Officer (s) of Local (u) -Plant Manager (c) -Pres. of Local	-Higher Officer (s) of Local (u) -Plant Manager (c) -Regional Director (u) -Pres. of Local (u)	Same as Oct. 1, 1958	Same as Nov. 2, 1961
Step 5	-Intl. Union -Dir. of Labor Relations (c)	-Intl. Union (u) -Appeal (u & c) -Manager Lab. Rel. (c)	Same as Oct. 1, 1958	Same as Nov. 2, 1961
Step 6	-Appeal Board -Intl. Union	-Impartial Chairman	Same as Oct. 1, 1958	Same as Nov. 2, 1961
Step 7	-Impartial Chairman			

	Nov. 10, 1967	Jan. 20, 1971	Sept. 21, 1973	Nov. 5, 1976
Step 1	Same as Sept. 22, 1964	Same as Nov. 10, 1964	Same as Jan. 20, 1971	Same as Sept. 21, 1973
Step 2	Same as Sept. 22, 1964	Same as Nov. 10, 1964	Same as Jan. 20, 1971	Same as Sept. 21, 1973
Step 3	Same as Sept. 22, 1964	Same as Nov. 10, 1964	Same as Jan. 20, 1971	Same as Sept. 21, 1973
Step 4	Same as Sept. 22, 1964	Same as Nov. 10, 1964	Same as Jan. 20, 1971	Same as Sept. 21, 1973
Step 5	Same as Sept. 22, 1964	Same as Nov. 10, 1964	Same as Jan. 20, 1971	Same as Sept. 21, 1973
Step 6	Same as Sept. 22, 1964	Same as Nov. 10, 1964	Same as Jan. 20, 1971	Same as Sept. 21, 1973
Step 7				

Item 4: No-Strike clause, May 4, 1950

The Union will not cause or permit its members to cause, nor will any member of the Union take part in, any sit-down, stay-in or slow-down in any plant of the Corporation, or any curtailment of work or restriction of production or interference with production of the Corporation. The Union will not cause or permit its members to cause nor will any member of the Union take part in any strike or stoppage of any of the Corporation's operations or picket any of the Corporation's plants or premises until all the bargaining procedure as outlined in the agreement has been exhausted, and in no case upon a matter on which the Appeal Board provided by Article 11 of this agreement has power to rule, and in no other case until the negotiations have continued for at least five days after the Director of Labor Relations has given his decision, and not even then unless sanctioned by the International Union, United Automobile, Aircraft and Agricultural Implement Workers of America. In case a strike or stoppage of production or a lockout shall occur, either before or after all bargaining procedure has been exhausted, the Corporation, in case of a strike or stoppage of production, or the Union, in case of a lockout, shall have the option of cancelling this agreement at any time between the tenth day after the strike or stoppage of production or lockout

occurs and the day of its settlement. The failure to exercise this option after any strike or stoppage of production or lockout shall not constitute a waiver by the Corporation or the Union, as the case may be of its right to exercise its option should a subsequent strike or stoppage of production or lockout occur. The Corporation reserves the right to discipline any employee taking part in any violation of this section of this agreement. The management will not cause or sanction a lockout until all the bargaining procedure as outlined in this agreement has been exhausted, and in no case upon a matter on which the Appeal Board provided by Article 11 of this agreement has power to rule, and in no other case until after negotiations have continued for at least five days.

Item 5: Position Security for Union Officials November 29, 1939

Notwithstanding their position on the seniority list, Chief Stewards and assistant Chief Stewards shall in the event of a layoff be continued at work as long as there is a job in their district which they are able to do and any of their respective constituents still are at work, and shall be recalled to work after the layoff as soon as there is a job in their district which they are able to do and any of their respective constituents have been recalled to work.

Notwithstanding their position on the seniority list, the Plant Shop Committee and the President, Vice President, Financial Secretary, Recording Secretary, and Treasurer of the local Union shall in the event of a layoff and rehire be continued at work at all times when one or more departments or fractions thereof are at work, provided that they are able and do the work being done at the time.

Item 6: Union Security Clause December 11, 1950

1. Any employee who is a member of the Union in good standing on the effective date of this Article XII shall, as a condition of employment, on and after the 30th day following the effective date of this Article XII maintain his membership in the Union to the extent of paying membership dues uniformly levied against all Union members. Such employee may have his membership dues deducted from his earnings by signing the form for "Authorization for Check-Off of Dues," or if no such authorization is in effect, he must pay his membership dues directly to the Union.

2. Any employee who on the effective date of this Article XII is not a member of the Union shall not be required to become a member of the Union as a condition of continued employment. Any such employee, however, who during the life of this Article XII joins the Union must maintain his membership thereafter as provided in Paragraph 1.

3. Any employee hired on or after the effective date of this Article XII shall become a member of the Union upon acquiring seniority, and he shall, as a condition of employment maintain his Union membership for one year to the extent of paying membership dues uniformly levied against all members, subject to the following:

Item 7: Union Security Clause September 1, 1955

a) - Employees covered by this agreement at the time it becomes effective and who are members of the Union at that time shall be required as a condition of continued employment to continue membership in the Union for the duration of this agreement.

b) - Employees covered by this agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union for the duration of this agreement, on or before the tenth (10th) day after the thirtieth (30th) day following such effective date.

c) - Employees hired, rehired, reinstated or transferred into a bargaining unit after the effective date of this agreement and covered by this agreement shall be required as a condition of continued employment to become members of the Union for the duration of this agreement, on or before the tenth (10th) day after the thirtieth (30th) day following the beginning of their employment in the unit.

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