

Long Live the Proletariat

My first conflict with a labor union

By Bill Fortenberry

I recently had the unwelcome opportunity to receive a recruitment pitch from the union stewards at the company for which I now work. In spite of my determination to give them a fair and impartial hearing, I just couldn't help remembering that it was the unions which put Hitler, Stalin and Obama into positions of power. Of course, the striking similarities between the sales pitch, "Long live the Unions!" and Stalin's cries of "Long live the proletariat!" didn't do much to strengthen that determination. Plus, the pitch resounded with such platitudes as "The union was there for me I had no one else to turn to... The union has your best interests at heart... You are the union, and the union is you." All of which, of course, simply raised more red flags in my mind. Nonetheless, I endured the recruitment, asked a few necessary questions which no one else was asking and satisfied myself with plans to review the contract to see if the union really did have my best interests at heart.

Upon receiving a copy of the contract, I didn't have to read very far to find justification for my skepticism. Article 4 of this particular contract states without shame that the union will collect dues from all employees including those who are not members of the union. The last time I checked, the collection of membership dues from those who are not members of a given organization still qualified as theft. I could have stopped reading right there, for this one article had already contradicted the claims of the stewards. If the union really had the best interests of the employees at heart, would they not allow those employees to choose what they do with their hard earned wages? And if the employees are the union, then why can't the employees freely decide whether or not to give money to the union? I certainly have no difficulty deciding whether or not to give money to myself.

A few pages past this disturbing admission I made another very interesting discovery. In article 7, the contract describes the types of grievances which the union is allowed to bring against the company on the employee's behalf. The permitted grievances are limited to allegations of breach of contract, unlawful termination or discriminatory discipline. While these certainly sound like good reasons to join this particular union, anyone the least bit familiar with the law will realize that grievances of this type are already adequately provided for in both federal and state laws. There is no need for employees to pay the union to do what they are already paying the legal system to do. This again brings us to a question. If the union really had the best interests of the employees at heart, why would they ask the employees to pay twice for the same protection?

Section 9 of article 7 presents another intriguing admission. In this section, the union declares that it will not file a grievance against the company for any action taken against an employee with less than 90 days of tenure. It further explains that the company can double the length of this unprotected time period at their whim without seeking the approval of the union. Thus the contract allows the union to extract dues from an employee for up to six months while denying that employee the protection for which he is paying.

Once the union decides to enter into the grievance process, their actions are governed by article 8 of the contract which supposedly lays out the guidelines for fair mediation between the company and the union. Unfortunately, there is no way to verify whether these meetings are actually fair and just, for neither party is permitted by the contract to keep records of the mediation. There is, however, very little probability that the mediation described in this article is capable of reaching a fair conclusion, for

the article clearly admits that the rules of evidence will not apply to the mediation process. This means that either party may present mere rumors or even outright lies as evidence in determining the fate of the employee. Fortunately, the contract also states that the decisions of the mediator are not binding upon either party – which, of course, makes me wonder why the union even bothers with mediation at all.

The provisions of this article are wholly inadequate for the resolution of the grievances mentioned in article 7. The employee would fair far better in a court of law, with rules in place to prevent illegitimate evidence and a judge whose decision would be binding upon the company. On the other hand, an employee who hasn't been mistreated at all; who simply desires to gain some advantage over his fellow laborers would find this article very much to his liking.

Much more could be said about the failures of this contract. For instance, I could discuss at great lengths the provision in article 9 in which the union agrees not to seek arbitration on the behalf of any employee with less than a full year of tenure, or I could explain the statements in articles 12, 13 and 19 which effectively allow the company to circumvent the seniority provisions of the contract whenever they deem it necessary, but the most glaring fault to be found in the pages of this agreement is innocently tucked away in article 15.

Article 15 outlines the agreement between the company and the union “that they will not discriminate against any employee covered by this agreement because of race, color, creed, sex, natural origin, age or disability status.” Statements such as these are often considered so routine that few ever bother to actually read them. Most people simply assume that they already know what is being said. However, anyone comparing this statement with any of the dozens of others that they are familiar with should immediately recognize that something very important has been left out. The contract permits the union to discriminate against an employee because of his religion.

Perhaps this oversight is the result of a simple typographical error. Maybe this is the only union contract in America which allows for religious discrimination. I don't know. But I do know that there is a major point of contention between the Christian religion and unions.

In Matthew chapter 20, Jesus gives a parable in which a man hires several groups of people to work for him. One group worked all day long, others for half a day, and yet another group only worked for one hour. At the end of the day, the man called all of the workers together and paid every man the exact same amount. When the group that had worked all day saw that they received the same amount of pay as those who had only labored for one hour, they became very upset.

“That isn't fair.” They shouted. “They made as much in one hour as we made in twelve.”

How did the employer reply to these employees? He simply asked them if they had agreed to work for the amount that they were paid.

In this parable, Jesus was making reference to the biblical principle of contentment. From Jesus' instruction to the soldiers in Luke 3:14 to Paul's teachings on submission in Ephesians 6 and Colossians 3 to the direct statement in Hebrews 13 that we are to “be content with such things as ye have,” the Bible is full of statements commanding employees to be content with their wages.

The unions, on the other hand, have a fundamentally different philosophy. Their strength at the bargaining table lies only in the threat of a strike. Regardless of how many resolutions may be reached without a strike actually taking place, it is still the threat of a strike and that threat alone which gives unions their power. If the employees in the above parable had been members of the Vineyard Workers of Jerusalem, they would have petitioned their union for a grievance against the owner of the vineyard and the owner would either have to come to a compromise with the union or lose his workforce because of a strike. However, the employer's question would still apply. Is it wrong for an employer to pay his employees exactly what they agreed to be paid?

Let me ask the question in a different way. Is it wrong for employees to demand more than what they agreed to be paid? Would they not think it wrong for their employer to give them less money per hour worked? Why then would it not also be wrong for them to give their employer less work per dollar paid?

Let me bring this to a conclusion. I am against unionization for four reasons. They have proven throughout history to be dangerous to those nations that embrace them. They are wholly unnecessary for the protection of the rights of individuals. Their actions do not display a concern for the well-being of the individual as they claim, and they are fundamentally contrary to the Word of God.

You may disagree with this conclusion, but I challenge you to do three things before you voice that disagreement. I challenge you to read your union contract thoroughly. I challenge you to compare your contract with the employment laws which apply to your industry, and I challenge you to compare the terms of your contract with the instructions of the Bible. If you have accepted these challenges and you still disagree with me, please feel free to contact me. I am not so naive as to believe that I am incapable of error, nor am I so proud that I would not be willing to admit to my mistake.

May your studies be ever fruitful, and may our republic long endure.