

Painters, decorators and paperhangers of America,
Brotherhood of. (AFL)

2-21-45

The Painter Union

Econ. 164

Errett Crowther

PAINTER'S UNION ACTIVITY IN THE SEATTLE AREA. C

Mr. R. Glynn and Mr. Freil, business agents of the Painter's District council #5 have furnished the bulk of the information from which the following comments are made.

The Union in this area is over 50 years old, and for the past 27 years has the record of no work stoppages. The painters are 99% organized and present quite a solid bargaining unit. The area included in District council #5 is Kent and Enumclaw, Renton and Seattle. 3500 members in all, 2500 of which are house painters in Seattle.

Before making any comment on conclusions a list of the trade rules of this District council are herewith enumerated.

Section 1. Six hours shall constitute a day's work. Work to be performed between the hours of 9 A. M. and 3:30 P. M. Any and all loading and handling of material and equipment to be considered work. Thirty (30) working hours shall constitute a week's work. All work over six hours on any shift to be paid at the rate of double time.

NOTE

Section 7 (a) of A. G. C-B. T. C. agreement for 1940 and 1941 is hereby made a part of these laws and shall govern the working hours.

7. (a) Six hours shall constitute a day's work, except in case the Union or Seattle Building and Construction Trades Council cannot furnish competent men to employers, then upon application of the party of the first part and on mutual agreement of the Adjustment Board, members of the Unions may be granted the right to work one or two hours extra per day at straight time until such time that said shortage of men cease to exist in the opinion of the Seattle Building and Construction Trades Council, at which time a meeting of the Adjustment Board shall be called and the party of the first part notified that said extra hours shall cease at such time as Adjustment Board shall decide.

Realizing the six-hour day, thirty-hour week is a desirable condition of employment enjoyed by building tradesmen previous to the National emergency, it is mutually understood that should the National Emergency cease to exist, the representatives of

the party of the second part shall notify the representatives of the party of the first part of the changed condition, and the two extra hours of work shall cease.

Section 2. Overtime shall require a written permit from Painter's District Council.

Section 3. The Business Agent and Secretary may install a Shop Steward in every shop and on every job. The first man on the job to act as steward until a regular steward has been appointed.

The Painters' District Council will back up 100 per cent any Steward who rightfully expresses the By-Laws of this organization.

Section 4. No work to be performed on Saturday from 9 A. M. to 3:30 P. M., except by written permit from Painter's District Council; same to be charged at the rate of double time (two hours for one), half of which shall be paid by employer to Business Agent of Secretary of Painters' District Council.

Section 5. Holidays. Decoration Day, Fourth of July, Thanksgiving Day, Christmas Day, New Year's Day, and Armistice Day shall be known as holidays. No work to be performed on these days, except in case of extreme emergency. Double time (two hours for one) shall be paid.

ABSOLUTELY NO WORK TO BE PERFORMED ON LABOR DAY.

Section 6. On work outside the Local area where men are unable to return to cities each night, expenses of ten (10.00) dollars per week and transportation both ways must be allowed.

Section 7. On work in nearby towns, the employee shall not leave the city limits (as determined by the Building Trades Agreement), before 9 A. M. and shall quit work in time to be back to said limits at 3:30 P. M. Transportation shall be paid by the employer.

Section 8. Journeymen must receive their pay and expenses in full every Friday night.

Section 9. Piece work or sub-contracting is strictly prohibited.

Section 10. Journeymen shall not furnish any tools outside of the regular tools that are ordinarily furnished by painters, decorators or paperhangers.

Section 11. No journeyman shall be sent out for less than one-half day's work; weather conditions excepted.

Section 12. No journeyman member of this Union shall be at the shop or job more than 30 minutes before starting time.

Section 13. This Union recognizes the right of only one working boss without a card in each firm, and he must be accompanied by a journeyman at all times.

Section 14. Recklessness, undue rushing, short-cutting, adulteration of materials, or any other act that tends to lower the quality of the work shall not be tolerated. The specifications shall be available to the Union.

Section 15. Every member must carry a card issued by the Building Trades Council to be paid quarterly in advance.

Section 16. Any member found guilty by this Council of working with men unable to show working cards or permits, and failing to notify the Business Agent within twenty-four (24) hours shall be fined as the Council may decide.

Section 17. Menorary and non-beneficial members, whose age or physical condition debars them from earning the current rate of wages, shall have their wages set by a committee from the District Council.

Section 18. Contracting, or working at any branch of the trade after the regular working hours, namely, from 9 A. M. until 3:30 P. M., for other than employer or firm in whose services the member, or members, of Painters' District Council were engaged during the above mentioned hours is strictly forbidden.

Section 19. All laws, rules,, or ordinances, of the Federal, State, or City governments pertaining to the painting industry shall be observed by both members and employers.

Section 20. No journeyman member of Painters' District Council shall furnish transportation for any materials, rigging or scaffolding, for any employer. Any member found guilty of violation of this by-law shall be fined as the Council may decide.

SPRAY PAINTING

Section 21. All employers must secure a permit from Painters' District Council for each spray job. Permit must be posted on job and must live up to State and Federal safety laws. No permit issued except for cold water paint.

TOOLS

Section 22. No brush larger than $5\frac{1}{2}$ x $1\frac{1}{2}$ inches, stucco pattern for inside wall work, and for outside oil paint, nothing larger than 4 x $1\frac{1}{2}$ inches, or what is commonly known as a 35.

Section 23. Any member of this Council who through faithful performance of his duties in insisting on the enforcement of any of these By-Laws, who is discriminated against without food and sufficient cause is entitled to and shall receive full protection of the Painters' District Council.

BUSINESS REPRESENTATIVE

Section 24. The Business Representative shall submit a report to the District Council and their respective Unions.

Section 25. There shall be elected at the regular elections in June a Business Representative as provided in the Constitution.

Section 26. The Business Representative must canvass the city and district in the interest of the Painters' District Council and see that all work is done in accordance with the laws of the Council.

He must attend all meetings of the Board of Business Representatives, all meetings of the Building Trades and Central Labor Councils, and all conferences relative to the best interests of the District Council, and give such advice and assistance as he may be able to render.

Apprenticeship runs for 4 years and only men under 21 years are allowed to start with out special consent. Entrance into the Union otherwise is by a special trade examination. When the Union considers there are sufficient members for work available this means of entrance is discouraged. It was pointed out that inefficient workmen be kept out this way and that if the applicant was a good painter it would not be profitable for him to pay the \$50 - initiation fee and then sit around without work. In these present times the requirements are lower and entrance to the Union is far easier.

The present wage rate is \$1.54½ per hour. Rates during the '20's were fairly steady @ \$1.12½ per hour and dropped in 1931 to \$0.75. From 1933 they ranged from \$0.75 to \$0.90 and in '34 and '35 rose to the \$1.12½ rate again. In 1937 the rate was raised to \$1.35. With three costs of living adjustments from 1941 the rates are now at the \$1.54½ figure.

The contract now in force in this area was signed by the Seattle Construction Council, acting collectively and severally for all of it's members, employers of craftsmen and labor and The Seattle Building and Construction Trades Council acting collectively and severally for all of their members, of which The Painter Union is one. This agreement was signed 6-30-43. The following excerpts are herewith set down.

A G R E E M E N T

2. Desiring to insure a continuance of the amicable relations now existing between the building trade craftsmen of Seattle and their employers, both parties hereby mutually agree to maintain all wages in the sub-joined wage scale and working conditions of the Seattle Building Trades Council as set forth in this contract.

3. It is agreed that the "working conditions" referred to in #2 above, insofar as they provide for extra pay, traveling pay or traveling time outside the city limits of Seattle, shall be inoperative within the territory bordered on the north by a line extending the north line of Woodway Park eastward to a point above Lake Ballinger, thence southward along the west shore of Lake Ballinger to the King County line to a point north of Kenmore, thence southward to Kenmore, thence along the west shore of Lake Washington to and including Renton, thence southward along the east valley road to the middle Section 8, Township 22 North, Range 5 East W. M., thence due westward to Puget Sound, thence northward along the east shore of Puget Sound to point of beginning at northwest corner of Woodway Park.

4. To determine the wage scales for the Building Trades from January 1, 1944 and each calendar year thereafter to and including January 1, 1947_____, it is hereby agreed that we follow the following plan:

We shall take the U. S. Department of Labor's National Index on the cost of living, based on 198 items including commodities, services and rents of the average workmen in the United States, as the basic index for our purpose. If from the reports of March 15, 1944, there is an increase of 5-points or more, or any equivalent thereafter, there shall be an increase in the respective wages in our Building Trades contract. This increase shall be based upon an average wage of \$1.30 and we will take the percent increase in the cost of living which the 5-point fluctuation equals, and that percentage of \$1.30 shall be the increase for each trade in the Building Trades. Should there be a decrease of 5-points in the cost of living, or its equivalent, from the preceding March 15 reports there shall be revisions downward, figured on the same basis as are the increases. with the exception that should the scales get down to those existing as of January 1, 1940, then the decrease shall cease to be automatic and Paragraph 4 of this contract shall be thrown open for revision.

It is further agreed that increases or decreases which may be determined, such increases or decreases shall become effective as of January 1st of the following year.

There shall be no work given protection after date specified.

It now appears that since the index of March 15, 1942, which was 114.3, the Department of Labor's Cost of Living indexes as of April 15, 1943 increased to 124.11, an increase of 10.8. It is further recognized that cost of living indexes have not apparently decreased since April 15, 1943, and since June 15, 1943, indexes are not yet available, - we, the Joint Conference Board of the Seattle Building and Construction Trades Council, and the Seattle Construction Council, find that based upon the above increases an additional 10% of the basic wage of \$1.30 per hour, or 13¢ per hour, is applicable under the Master Agreement and addendums on all work on or after January 1, 1944 for the calendar year 1944.

We further agree that this increase shall be effective January 1, 1944, for the calendar year 1944 on all work, - provided, however, that should the June 15, 1943 indexes show that the increases of 10.8 from March 15, 1942 to April 15, 1943 is reduced as of June 15, 1943 to less than 10-points by reason of Governmental action in furtherance of a "roll-back" in cost of living or other factors, the applicable increase shall be 5% of the basic wage, or 6½¢ per hour, effective January 1, 1944. All allowance and payment of increases, however, subject to such Governmental regulations then in effect which may be determinative of the rights of the parties. Should the right to pay an increase be delayed beyond January 1, 1944 by governmental regulations or action, the increase shall not be retroactive but will be paid only from the permissible date.

It is further agreed that should this 10-point increase in wages not be allowed by governmental agencies as determined under this Master Agreement, no decrease shall be made until cost of living decreases to an index equal or below 5-point less than March 15, 1942, index of 114.3, or an index of 109.3 or less. Should governmental agencies grant only a portion increase in wages for 1944--then the index shall be established on a pro rata basis of the index increase over the period from March 15, 1942 to June 15, 1943 instead of March 15th index of 114.3.

Paragraph 4 of this contract shall remain in effect until January 1, 1948 unless notice is given 90-days prior to July 1, 1947 and shall renew itself from year to year thereafter, -Provided that wages shall be adjusted from time to time as provided for in Paragraph 4.

All other conditions of this Agreement shall take effect on July 1, 1943 _____, and continue in effect thereafter from year to year until changed by the mutual agreement of the parties as provided herein. Proposed changes or modification of this Agreement shall be made by either party giving notice thereof in writing to the other party at least 90-days before July 1, and such notice shall specify the provisions desired to be changed and shall state the time and place at which negotiations may commence. The other party shall enter into negotiations not later than 30-days from the date of the receipt of said notice, after party has notified the other in writing of proposed modifications and changes in the Agreement. In the event no accord can be reached in the succeeding 6-days' arbitration as provided hereinafter shall be resorted to.

5. It is mutually agreed by the parties hereto that an Adjustment Board shall be established consisting of six (6) members to be selected by the party of the first part, and six (6) members to be selected by the Party of the second part, and an equal vote to be had on all questions, three (3) from each side consisting a quorum.

5 (a) Said Adjustment Board shall meet within forty-eight (48) hours on written request by either party to this Agreement.

6. IT IS FURTHER AGREED by both parties hereto that all disputes and grievances that cannot be speedily and amicably adjusted on the work shall be submitted to the accredited agents of the parties hereto, and if not adjusted by them shall be submitted to the Adjustment Board, whose decision shall be submitted in writing and be final and binding upon both parties. Pending such decision there shall be no strike or lockout, except that where non-Union men are employed the Party of the Second Part reserves the right to remove all Union men from the job.

In the event the Adjustment Board shall be unable to reach an Agreement, the U. S. Department of Conciliation shall be given the opportunity to adjust the difficulty in a manner acceptable to both parties signatory hereto. If such adjustment cannot be reached both parties and the U. S. Department of Conciliation shall each appoint an umpire and their decision shall be final and binding upon both parties. The Umpire appointed by the U. S. Department of Conciliation to be satisfactory to both parties hereto.

7. (a) Six hours shall constitute a day's work, except in case the Union or Seattle Building and Construction Trades Council cannot furnish competent men to employers, then upon application of the Party of the First Part and on mutual agreement of the Adjustment Board, members of the Unions may be granted the right to work one or two hours extra per day at straight time until such time that said shortage of men ceases to exist in the opinion of the Seattle Building and Construction Trades Council, at which time a meeting of the Adjustment Board shall be called and the Party of the First part notified that said extra hours of work shall cease at such time as Adjustment Board shall decide. Realizing the six hour day -thirty hour week is a desirable condition of employment enjoyed by building tradesmen previous to the National Emergency, it is mutually understood that should the National Emergency cease to exist, the representatives of the Party of the Second Part shall notify the representatives of the Party of the First Part of the changed condition and the two extra hours of work shall cease.

7. (b) It is mutually agreed that the days of work shall be Mondays, Tuesdays, Wednesdays, Thursdays and Fridays.

8. WAGE SCALE. It is further agreed that the following wage scale is accepted and approved by both parties and shall continue during the life of this Agreement unless changed under the provisions of Section 4. The classifications of employment and the wage scales applying thereto shall be in accordance with Schedule "A" attached hereto. Additions for the purpose of clarification or supplying omissions may be made from time to time by agreement between the interested parties hereto.

	<u>Present Wage</u>	<u>Adjusted Wage</u>
Painters (foremen \$1.00 over scale)	1.48	1.545
" structural steel and bridges	1.605	1.67
Sign Painters	1.73	1.845

Except as mutually agreed to by both parties signatory hereto, the Party of the Second Part agrees that there shall be no rotation of men.

9. (c) It is further agreed that the Second Party will make no separate, other or different labor, wage, rules or conditions or working agreement or agreements with any member of the First Party without the written approval and consent of the First Party

9. (d) It is mutually agreed by the parties hereto that should any member of either party resign from or forfeit, or otherwise lose his membership in the SEATTLE CONSTRUCTION COUNCIL or SEATTLE BUILDING AND CONSTRUCTION TRADES COUNCIL, the party of which he was a member shall be relieved of all responsibility under this contract as applied to such member after date of resignation or membership forfeiture. The party of the second part agreed to grant no privileges, terms or conditions of employment more advantageous than those outlined in this Agreement to other similar employers within the area covered by this Agreement.

9. (e) In consideration of the terms and covenants of this Agreement, the Party of the Second Part agrees that in the event of there being a shortage of men available for work covered by this Agreement the Party of the Second Part shall give requirements for men of the members of the Party of the First Part preference over the requirements of contractors and builders who are not members of the Party of the First Part

10. WORKING CONDITIONS: It is further agreed that the following working rules or conditions are accepted and approved by both parties and shall continue during the life of this Agreement, unless changed under the provisions of Section 4. Additions for the purpose of clarification or supplying omissions may be made from time to time by Agreement between the interested parties thereto,

10. (a) SHIFT WORK FOR SIX-HOUR DAY. Shift work to be optional with employer provided shifts are continued three days or more.

On one-shift work the time of starting shall be 8 a.m.; on two-shift work the first shift will start not before 6 a.m. A lunch period not to exceed thirty (30) minutes will be allowed on all shift work. On all one, two and three-shift jobs the workmen will eat lunch on their own time. On jobs where four shifts are worked the third and fourth shift will work $5\frac{1}{2}$ hours and receive 6-hours' pay, with the lunch period included in the third and fourth shifts. The above conditions shall not apply during 8-hour operation of this contract.

10. (b) SHIFT WORK FOR EIGHT-HOUR OPERATION: Shift work to be optional with employer provided shifts are continued three days or more. On one-shift work the time of starting shall be 8 a.m.; on two-shift work the first shift will not start before 6 a.m. On two or three-shift jobs the second or third shifts shall receive 8-hours' pay for seven-hours worked. The workmen will eat lunch on all shifts on their own time.

10. (c) EMERGENCY WORK: On all work on occupied buildings where business is being carried on, making it impossible to work during the regular hours, all work done other than the regular day shift shall be paid at the rate of time and one-half.

10. (d) SPECIAL WORKING CONDITIONS: All questions relating to the employment and compensation of apprentices and to working conditions on other than field work on new construction may be settled by each trade involved, without prejudice to other conditions in this Agreement.

10. (e) OVERTIME: All overtime to be at the rate of double time.

10. (f) HOLIDAYS: The following holidays will be observed: New Year's Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, Saturday and Sunday.

A proposed supplemental agreement to the Seattle Construction Council and Seattle Building Trades Council agreement covering Painters' District Council #5 is pending.

P U R P O S E S

The purposes of this agreement are to establish harmonious relations and uniform condition of employment between the parties hereto, to promote the settlement of labor disagreements by conference and arbitration, to prevent strikes and lockouts, to utilize more fully the facilities of the apprenticeship training program, to promote efficiency and economy in the performance of painting and decorating work, and generally to encourage a spirit of helpful cooperation between the employer and employee groups to their mutual advantage and the protection of the investing public.

ARTICLE 1

SCOPE OF THE AGREEMENT

It is hereby agreed that the Council and Chapter shall be the bargaining agency for all agreements pertaining to the Painting and Decorating Industry in King County, Washington, as outlined in the Seattle Building Trades Agreement, with the exception of existing Maintenance Agreements, and present arrangements with Federal State, County, and Municipal Governments, and political sub-divisions.

Work coming under the provisions of this agreement shall be all painting, decorating, paperhanging, hardwood and furniture finishing, waxing, oiling, staining, or the removing of all such finishes from any and all surfaces. Also, all preparatory work incidental to the painting or decorating of any surfaces, and the washing or cleaning of all painted or decorated surfaces and all other work which is usually executed by Painters, Decorators, Paperhangers, or Hardwood Finishers.

ARTICLE 111

JOINT COMMITTEE

1. COMPOSITION: During the term of this agreement, there shall be a Joint Committee composed of six members, three of whom shall be journeymen members of, and selected by the Council, and three of whom shall be members of, and selected by the Chapter. Both sides may select alternate delegates who may be entitled to vote in case regular delegates are absent.

No journeyman shall act as a member of the Joint Committee on any case when he or his employer is involved, either directly or indirectly, nor shall any contractor, signatory to this agreement, act as a member of the Joint Committee on any case when either he or any of his employees is directly or indirectly involved.

2. **PROCEDURE:** The Joint Committee shall hold regular meetings at times designated by them, and they shall also meet at any time deemed necessary by the Council or the Chapter.

(a) At its first meeting in the month of _____, of each year, the Joint Committee shall elect, from its members, except as hereinafter designated, such officers as are necessary to properly transact its business. Officers shall serve for a period of one year. At any time deemed necessary by the Joint Committee, it shall have the power to call before its meeting the Executive Board of either the Council or the Chapter, or both, or any member of the Council or any signatory to this agreement. The Joint Committee shall have the power, if deemed advisable, to select a Secretary who is not a member of the Joint Committee. The Joint Committee shall not vote upon any subject unless at least two members from each side are present and voting, and when when voting upon matters of importance, all six members must be present.

(b) In case a dispute should arise between a Contractor and the Council, that Contractor and the Business Agent of the Council shall be obligated to make every effort to settle such dispute. If, in spite of such effort, the Contractor and the Business Agent of the Council shall fail to reach an agreement, such dispute shall be submitted to the Joint Committee, which Committee shall hear all the evidence pertaining to the case, and use their efforts to effect a settlement which is satisfactory to all parties concerned.

(c) In case the Joint Committee should fail to agree upon any matters before it, such matters shall be dealt with according to the provisions as outlined in Section 5, 5A & 6 of the Joint Agreement between the Seattle Construction Council and the Seattle, Washington, Building and Construction Trades Council.

(d) The Joint Committee shall have authority to issue annual Union Shop Cards, which cards must be procured by all Contractors who employ Union men.

(e) New signatories to this agreement may be accepted by either the Council or the Chapter, subject to the approval of the Joint Committee. When a non-union contractor or firm wishes to become a party to this agreement, before he or they are allowed to sign the agreement and employ members of the Union, he or they must appear before the Joint Committee and be approved as to his or their ability to operate a Painting and/or Decorating business under the terms of this agreement.

(f) The Joint Committee is empowered to demand and receive the records of the pay roll of any and all contractors who have signed this agreement. They are also empowered to examine the pay of any journeyman member of the Council at the time such pay is received.

(g) Members of the Chapter and/or Council, who violate this agreement shall be disciplined by their respective organizations. As part of such discipline, the Joint Committee may suspend any privileges which such violator may have under this agreement and may require him to surrender, for the period of suspension, any card or cards that may have been issued to him under or in connection with this agreement. It is agreed that members of the Council shall not enter the employ of any employer or painting contractor as herein defined, who wilfully neglects or refuses to stand trial and/or after due trial refuses to abide by the decision of the proper committee designated in the By-Laws of the Chapter and/or Council and/or by any decision of the Joint Committee, until satisfactorily adjusted.

(h) Parties hereto who violate this agreement and who are not members of either the Chapter and/or Council, shall be subject to discipline by members of the Joint Committee, and shall appear for hearing before the members of the Joint Committee. After such hearing, the Joint Committee may require the surrender of any card or cards issued under, or in connection with, this agreement.

(i) If, during the term of this agreement, conditions should arise which would necessitate a change in any Article herein, before the expiration of the agreement, it shall be the duty of the Joint Committee to study recommendations which might be made by any party hereto, and make recommendations of approval or rejection thereof to both the Council and Chapter. Any changes so made in this agreement before its date of expiration must be approved by both the Council and the Chapter before becoming operative; and if so approved, shall be observed by, and binding to all signatories to this agreement.

(j) The Joint Committee provided for herein shall forthwith incorporate under the laws of the State of Washington as a corporation not for pecuniary profit, under an appropriate name to be selected by such initial Joint Committee; and thereafter all transactions of such Joint Committee, or of its members hereunder, and shall be so interpreted as the act and action of said non-profit corporation, and not of the individual member or committee. After such incorporation all references in this agreement to the Joint Committee shall be interpreted as applying to such non-profit corporation.

ARTICLE V

EMPLOYMENT OF MEN

(a) The Employers, parties hereto, expressly agree to employ only members of the Council who are in good standing in the Brotherhood of Painters² Decorators and Paperhangers of America and have the current quarterly working card of the Council in their possession, or are on application and carrying a valid officical receipt of the said Council.

For the purpose of making more effective the terms of this agreement, Employers shall hire only workmen who present proper clearance, issued under the authority of the Council. No Contractor shall be dispatched as a Journeyman until he has surrendered his Shop Card to the Joint Committee.

(b) Upon being furnished with appropriate forms by the Council or Joint Committee, each employer signatory hereto, shall furnish the Council or Joint Committee with information regarding each job performed, on or before the starting date, as follows:

1. Location
2. Nature of work
3. Approximate starting and completion date

(c) On new or old work where plans or specifications have been provided by an awarding authority for painting, decorating, paperhanging, or any branch of the industry, said specifications shall be posted for inspection on each job covered by said specifications. Any deviation from the specifications must be authorized in writing by the owner or architect or their duly authorized representative or awarding authority and attached to said specifications.

(d) The following document, entitled "Painters' District Council #5 Trade Rules", are herewith incorporated as terms of this agreement.

(e) In view of peculiar conditions existing in the Renton-Kent-Auburn-Enumclaw area; namely, the historical prevalence of small-scale contracting, that area shall be established as a part of this agreement; its boundaries shall be determined by a line drawn half way between the city limits of Renton and Seattle; and the following modification of Article 11, Paragraph 2, Section (a) shall be effective in that area only:

In cases where a journeyman, performing a small contract job according to the terms of this agreement, shall require the assistance of one other journeyman for a limited period of time, he may secure such assistance, provided he promptly furnishes the Joint Committee with information as follows:

1. Local of job
2. Nature of work.
3. Name of journeyman providing assistance.
4. Approximate dates such assistance is required.

(f) Conditions of employment not specifically provided for in this agreement shall be as provided in the Joint Agreement between the Seattle Construction Council and the Seattle, Washington, Building and Construction Trades Council.

This Union has slowly built itself to a point where it controls the supply of labor availability for sometime, 75% of which is normally engaged in house painting. They have raised the wage rate to a point where labor cost is the substantial portion of total painting costs. Because of this several new methods are coming to the fore that circumvent some of this high cost. They are, spray painting, dipping, and substitute surfaces that do not need painting, (linoleum, etc.) Kemtone is another product marketed that its makers encourage housewives to apply themselves. The Union dislikes all of these as they are a threat to their memberships. We discussed the possibilities of this technological change and they felt that all of these changes were inferior to straight painting with a brush, and felt that the long run cost of the new methods would outweigh the initial expenditure. I don't think so. They are engaged in a trade where the demand for their services is quite elastic. They seemed more concerned with present income for their members and did not impress me with trying to give employment to more and more painters. They could do this by a little lower wage level and not so stringent and restrictive conditions. They maximize the wage of their members. Mr. Friel stated that a higher income for the painters (and unions in general) would tend to raise cumulatively the income for all and so enable others to pay these higher

wages.

As an interesting side light on the machinations of the union and paint manufacturers, et al, Mr. Glynn related that in 1938 the Union was endeavoring to have passed thru the Washington State legislature, a Bill that would require all painters to be licensed. The Paint and Varnish Club was dead set against this action but agreed finally not to hinder the Union's efforts in obtaining this legislation. Perhaps they underestimated the Union's strength. When it was seen by the Paint and Varnish people that the Union had very good chances of succeeding in having this Bill passed, they took sufficient counter measures and the Bill was defeated. The Union having lost, looked for retaliatory measures. It so happened that an Official of the Paint and Varnish Club was also a high official of the Sherwin Williams Paint Co. This Company at the time was on the Brotherhood's black list because of unfair practices in paint manufacturing. The local Union had not so far heeded the national's ruling in this matter, but started boycotting their products after this counter action on the part of the Paint and Varnish Club. Consequently Sherwin Williams suffered considerably.

The reason for the Club's stand is quite clear. They were not concerned with who applied their paint as long as it was sold. And they felt, no doubt, that more would be sold if the paint applicators need not be licensed.

Thus the Union was attempting to control the supply of labor even more closely until perhaps an almost complete monopoly existed. As it is they do very well. Since the best possible position for the Union to be in, when the Employer is a monopolist, is for the Union itself to be likewise. Hence they continually strive for this goal.

The Union has met the problem of differentials in its wage structure by limiting the number of different rates. The regular hourly rate of \$1.54 $\frac{1}{2}$ is prevalent for all outside men. Where inside conditions exist the year round as in maintenance work, then the rate is lowered to 1.20. The Union feels that

steady employment for the painter is worth the difference. The other rate of \$2.00 is for spray painting and except for auto work is in the form of a penalty wage. The difference reverting to the local union. As was pointed out by Dunlap (p. 120, item 12) Unions "affect the wage rate to a considerable extent by acting in the product market through on device or another.". From the comments made about "Kam-tone" I can believe this statement.

In conclusion I would say that this Union is confronted^N by (today) a Building contractors monopoly and have best met this condition by controlling the supply of labor. This condition is probably the best for the Contractors and for Labor but it is certainly very hard on the Consumer. It will be interesting to see how it all works out if and when the government backs a low cost housing program.

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