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COLLECTIVE BARGAINING OR LEGAL ENACTMENT? THE AUSTRIAN DEVELOPMENT

II

METAL AND MINE WORKERS

It will be recalled that within the 16 "industrial" unions in the ÖGB there are sections and sub-sections. These divisions are reflected in the agreements. For instance, among those supplied to me by Proksch for the Metal and Mine Workers Union are ones for "coal and iron mining," for "non-coal mining"[1], for the "iron and metal manufacturing and fabricating industry and trade [*Gewerbe*] of Austria", for the "[manual] workers in electricity-supplying undertakings of Austria", and for the "scythe and sickle industry". In all five instances the pacts are nationwide and the partners are one or more employer associations, the ÖGB[2], and the union. In all except that for the scythe and sickle industry all workers other than commercial apprentices are included; in it they too are covered. Each agreement is of indefinite duration but may be terminated by either partner after a notice period of three months. This notice may be given only on the last day of any calendar month by means of a registered letter. Negotiations for renewal or alteration are to take place within the notice period. Under this arrangement Austrians appear to believe that no-strike, no-lockout clauses make little or no sense; at any rate, they do not appear. Nor is there any provision about grievances and their adjustment, or about the interpretation of the contract. In conformity with legal prescriptions, these matters are left to the works councils (shop steward if no council exists), the labor courts, or the conciliation offices.

Absent also are most of the clauses common in American contracts

[1] This clumsy term results in part from the fact that the legal stipulations concerning the establishment of employers associations contain no clear definition of mining. In practice, the greater part of the mining concerns belong to the mining and smelting association and a smaller part to the stone and ceramic association. The agreement is with the former.

[2] By decision of the Supreme Court in 1952 the individual union acts *for* the ÖGB, not autonomously, in the conclusion of an agreement. Klenner, op. cit., vol. II, pp. 1622-1623.

that define the status and rights of union and management; that is, recognition of the union, union security, checkoff of dues, union activity on company property or time, management prerogatives, and the like.[1] Again the explanation is to be found partly in statutes and administrative decisions. More important is the self-confidence of the strongest union in a federation whose membership in December, 1954, equalled 67.5 per cent of the total number of persons in Austria working for wages or salaries.[2] On the other hand, these contracts amplify in detail the statutory protections against arbitrary discharge after recognition of the mutual advantages of a probationary period. Specifically, an employer may discharge a worker without notice at any time within a four-week trial span or an apprentice within three months. Subsequently, the employee is entitled to notice of from one week (after employment for four weeks) to five weeks (after ten years), and to time off on pay not to exceed one day in each week of the notice period in which to look for another job.

Concerning hours the metal and mine workers' agreements are intricately detailed. The basic reason is that the general eight-hour law of 1918, abolished by the Nazis, has not been re-enacted; furthermore, the special orders and regulations issued since 1939 are little better than a crazy-quilt.[3] The contract for coal and iron miners specifies a day of eight hours for most workmen, modified for jobs in "wet or warm" places in accordance with legal regulations. But within those hours is included the time for roll call; issuance and return of lamps, tools and explosives; travel-time within the mine to and from the work place; payment of wages; and rest periods for all underground and some aboveground workers. The other four bargains provide for a forty-eight-hour week, exclusive of rest periods, with the proviso that time used in the consumption of food that the worker has brought with him – unless the work process is disadvantaged – is paid time. Daily schedules may be adjusted; for example, to permit cessation of work at noon on Saturday, so long as there are no more than ten hours in one day.

In all five of the contracts appear clauses that permit hours up to twelve a day, six days a week, for those watchmen and gatekeepers whose chief duty is to be "present". Drivers, chauffeurs, and their helpers may be employed for as much as sixty hours a week. All

[1] Some of these clauses appear in the national or *Länder* agreements of other unions. Many "works' arrangements" include a checkoff provision.

[2] G. Weissenberg, Querschnitt durch das österreichische Sozialrecht, Wien 1955, p. 266; Statistische Nachrichten, vol. 10, n.s. (June, 1955), p. 244.

[3] Weissenberg, op. cit., p. 75.

cleaning of work places or machines is to be done within the regularly scheduled time. Normal working hours may be reduced only by agreement with the works council or steward except in establishments with less than five laborers where it may be done by direct agreement with them.

Wage provisions of all five documents are even more comprehensive than those about hours. Time wages, piece wages in several varieties, contract (or butty, or task-work) systems all appear in some combination or other. The principle of equal pay for equal work without reference to sex or age is a prominent part of the text of each contract, except that for scythe and sickle workers where it protects only females. Every type of wage other than time has to be set in consultation and agreement with the works council – a variant application of the law on the councils. Again except for the scythe-and-sickle pact this includes observance of a definition of "normal intensity of labor." Rates, standards, or tasks that prove to be incorrect or unjust are to be remedied promptly. In the two mining agreements is the further requirement that the council must cooperate in the placement of each worker in his or her wage category. With variations in phraseology, all five provide that transfer to work with higher pay includes that pay, but that in the opposite instance the former wage is continued for some weeks.

It is with respect to supplementary, penalty, and exceptional payments that the metal and mine workers' contracts spell out the greatest detail. Because of the variations in daily schedules previously explained, precisely which hours are overtime also vary. Uniformly, however, anything past forty-eight a week is extra time. Also uniformly, within one day, the first two hours of overtime carry a 50 per cent supplement; the third and subsequent hours one of 100 per cent if they come after 8:00 p. m. But if the enterprise runs a second or third shift, overtime for the third hour and after on these shifts is paid at double rates regardless of time of day. In the electricity works contract appears the provision that if a worker is called back after he has left the plant, all overtime carries a 100 per cent supplement. All the agreements require double pay for Sunday work, including the definition of the customary free day as Sunday in concerns which regularly operate on that day. Austrian law establishes 11 national paid holidays and requires that any time worked on them shall be compensated a second time at the regular rate. The contracts under review refer to the law and add that overtime hours on these days shall be paid for at double rates. In other words, all normal time worked on

legal holidays costs the employer twice and extra time thrice the contractual rate.

For dirty jobs each of the five pacts requires a supplement to the standard rate; except in the scythe and sickle industry, the same is true for dangerous and extra heavy or difficult labor. Without exception they provide for a Christmas bonus; for a person who has been employed a year, this bonus equals a week's wages. Other common, almost universal, supplements or differentials are paid for second and third shifts, for subforeman duties, for night work, and so on. Distinctive understandings appear in several of these contracts. Coal miners receive fuel for domestic use without cost. Workers in the iron and metal manufacturing and fabricating industry and in the electricity works receive an increase in their wages for employment at a conveyor belt. For men this must amount to at least 20 per cent; for women, 25.

Scythe and sickle workers, in addition to the iron and metal and electricity groups, have secured special contract clauses relative to construction, maintenance, and repair jobs. For the agricultural tool makers union they are relatively simple: transportation money from the shop to the job site plus hourly wages in stipulated relations to travel distance or time. In the agreements for the other two groups the systematization of the rules about his *Montage* work requires six printed pages. Details cover the possibilities that the work may be in the locality, too far away for the worker to return to his residence daily, or in a foreign country; that he may become ill, suffer an accident, or die at a job site more than 100 kilometers distant from his home locality; that he goes on his legal vacation from the job site.[1] Other details include travel time and money; what type of transportation is to be used; the exact hour of departure or arrival which determines whether certain supplements are paid in full or in part; guarantee of a trip home at the employer's cost after four months uninterrupted work at a job site more than 150 kilometers distant from the permanent location of the concern; and so on. For workers hired at the place where the work is to be done, that place is the "permanent location".

Continuity of income in a money economy and a contract, as distinguished from a status, society is, of course, a matter of vital concern to work people. In each of the metal and mine workers' agreements the specifics cover four to five pages. And again they represent an

[1] Under which circumstance he receives compensation for time and fare "without consideration of whether or not the trip [to the permanent location of the employing concern] is actually made".

extension of the Method of Legal Enactment by that of Collective Bargaining. Prior to 1916, the principle in Austria, as elsewhere, had been: "no work performed, no pay". By imperial decree of that year employers were required, under stated conditions, to continue the pay when employees were "hindered" from performance of their tasks. "Hindrances" stipulated in the decree were (1) illness or accident for which the worker bore no responsibility through "malice aforethought" or "gross negligence"; (2) "other important reasons, not his fault, related to" the person of the worker; (3) "circumstances" which "lie on the side of the employer". The most recent general statute on the matter dates from July 2, 1947; the results of experience and legislation are embodied in Sections 1154b, 1155, and 1164 of the General Civil Code, the first two of which are frequently cited at the beginning of the appropriate section in collective agreements.

Throughout the period of the First Republic there had been numerous disputes about the interpretation of Sections 1154b and 1155. During parliamentary discussions of the transitional social insurance law in 1947 work people complained that the first three days of an illness were not compensated by the sickness fund (insurance) and that no claim against an employer under Section 1154b could be enforced for those days. Faced with the alternatives of (1) saddling the insurance system with heavy additional costs and the "impossible" administrative task of preventing short-term malingering or (2) placing upon employers both costs and task, the coalition cabinet chose the latter. Its amendment to Section 1164 provided that an employee's claim to wages for the first three days of incapacity from illness or accident in accordance with the "first sentence" of Section 1154b could not be voided or limited by individual contract or by work or service regulations – if the incapacity lasted more than three days. This, of course, was not an absolute compulsion on the employer. Such rigidity was held undesirable because numerous collective agreements deviated from the norm of Section 1154b in a way that was less favorable for the first three days but more favorable overall. Far from any wish to disturb or destroy such arrangements, the lawgivers desired to continue to permit and maintain them. Again it is clear that the objective was to provide by statute a norm that was elastic in only one direction; it could be extended by free collective bargaining, but it could not be contracted by individual agreement or by regulation.

Special laws or regulations for such a group as building trades workers amplify the general legislation. Furthermore, claims for

compensation for "hindrances" have to be adjusted to those under the sickness, accident, and unemployment insurances.[1]

Especially in point are the law and the interpretation thereof concerning sickness insurance. Practically speaking, all workers are compulsorily insured against illness, but their claims to benefits are suspended so long as they draw wages. On the other hand, supplementary allowances to sick benefits from an employer are not considered to be wages if they are less than half the normal pay; consequently, though there are variations, union representatives seek to establish the employers' "supplementary allowances" at 49 per cent of gross wages. Thus, because the usual sick benefit from the insurance is 50 per cent of gross pay, and because union bargainers have had a high degree of success in the efforts just noted, benefits plus allowances have frequently equalled 99 per cent of normal income for an agreed upon number of weeks that increases with the length of service.[2]
The five major contracts of the Metal and Mine Workers Union are identical with reference to hindrances to performance of work as a result of illness and accident. After four weeks of uninterrupted attachment to a specific concern [*Betriebszugehörigkeit*] and after a three-day waiting period, illness for which the worker is not responsible because of "malice aforethought" or "gross negligence" entitles him to a supplementary allowance from the employer in the amount of the difference between 90 per cent of *net* wages and sick benefit. Within a service year the allowance is to be paid in accordance with the following formula:

Attachment of four weeks	–	maximum of fourteen		calendar days			
„ „ one year	–	„	„ twenty-one	„	„		
„ „ three years	–	„	„ twenty-eight	„	„		
„ „ five years	–	„	„ forty-two	„	„		
„ „ ten years	–	„	„ fifty-six	„	„		

If the illness lasts thirteen days or longer, the allowance is paid for the first three days. In the event of a "work accident", defined to include one on the way to and from the job, for which the victim has no responsibility in the senses noted above, and without consideration of other sicknesses or accidents, or to the length of attachment to the business, he is to receive 90 per cent of his net wages for the first three

[1] Reichsgesetzblatt, 1916, Nr. 69 (cited hereafter as RGBl.); Das allgemeine bürgerliche Gesetzbuch (4th ed.), Wien 1948, Sections 1154b, 1155, 1164 (cited hereafter as ABGB); BGBl., 1947, Nr. 158; Nr. 402, 412 der Beilagen zu den stenographischen Protokollen des Nationalrates (V. G. P.); BGBl., 1954, Nr. 174.
[2] Weissenberg, op. cit., p. 66.

days of incapacity. From the fourth day on, he is entitled to a supplementary allowance to his sick benefit in conformity to a different schema:

During the first year of attachment	–	maximum of	twenty-eight	calendar	days	
Attachment of one year	–	„	„ thirty-five	„	„	
„ „ three years	–	„	„ forty-two	„	„	
„ „ ten years	–	„	„ fifty-six	„	„	

The workman is obligated to report his incapacity to his employer within three days; otherwise, he loses his claim to the allowance for the duration of his negligence.

In the second category of "hindrances", those related to the person of the worker and "without his fault", are chiefly those one would expect – and some oddities. The limitations on released paid time are that the claimant must have four weeks of uninterrupted attachment to the enterprise and that the aggregate of such time within a service year is forty-eight work hours. Whether three days (or only one) are granted in the event of deaths and funerals among family members and in-laws depends upon the closeness of the relationship and residence or non-residence in the household of the worker. Four of the five collective agreements under consideration provide for two days off for the employee's "own wedding"; that with the electric concerns allows three. In blunt recognition of the facts of life all references to a legal spouse are followed, in parentheses, by one to "life-companion". One day is allowed for moving to another dwelling – if this includes one's "own furniture". One day is also the limit when a child is born to wife or "life-companion" or when sudden illness of a family member makes indispensable the presence at home of the breadwinner. Actual time used for certain purposes, for example, visits to physician or dentist that cannot be otherwise arranged, is compensable.

Clauses of the sort just summarized fall in the first two categories of hindrances; that is, they are implementations of Section 1154b of the General Civil Code. The third type of hindrances – those that "lie on the side of the employer" – includes more than the ones which he personally brings about by, for example, failure to "give out" the work. Inability to perform labor that results from partial or total suspensions of operations (such as machine breakdowns) gives the workman a right to 70 per cent of his wage for a maximum of fourteen days unless he can be used elsewhere in the plant, shop, and so on, or unless the suspension is caused by "a higher power". If the loss of work is attributable to lack of raw materials, electric current, coal, or

the like and does not amount to more than one day or shift within two consecutive weeks, the employer is obligated to pay 70 per cent of the wages that would have been earned. Further lost time for the second set of reasons is not a charge on the employer, but this does not prejudice the employees' rights under the "statutory provisions". The provisions cited are those of Section 1155; in other words, the clauses in all five of the metal and mine workers agreements about "hindrances" for which the employer is "responsible" are implementations of that section. But when one compares their language, which on its face excuses the businessman from payment for any prolonged loss of time by the worker because of machine breakdowns, lack of raw materials, and so on, with that of Section 1155 and its quasi-official interpretation by the ÖGB, it becomes, as Alice would say, "curiouser and curiouser". The section places no time limit. The interpretation states flatly that "A time limitation is not provided for so that the claim to compensation continues as long as the hindrance to the performance of service lasts". Moreover, the author of the sentence just quoted discusses the point at length and characterizes the principle involved as a "tremendous revolutionizing idea" in social policy. On the historical record, this characterization is no exaggeration. Regrettably, however, our author comments only that, "In some collective agreements somewhat deviatory regulations have been established".[1]

Among other main sections in these five contracts, a few deserve brief mention. If an employee is sent to occupational continuation school courses by the employer, he is entitled to his full pay. Female work people on a forty-eight-hour schedule who have their "own household" are allowed one free day a month for shopping and similar chores. Existing shop or works understandings more favorable to the wage-earners than the collective agreement remain in force.

CONSTRUCTION AND WOOD WORKERS

For the Construction and Wood Workers Union, I also received five major collective agreements: those for the construction industry in general, the "auxiliary" construction industry, the carpenters, the "wood-fabricating industry and the wood-fabricating trade", and the brick and tile industry. In numerous aspects they are identical with or closely similar to those for the Metal and Mine Workers Union;

[1] Weissenberg, op. cit., pp. 62ff., esp. 63 and 64. The legislation does provide that what the worker saves in consequence of the cessation of work, what he earns in other employment, or what he deliberately fails to earn must be taken into account.

consequently, in what follows, the emphasis will be on the distinctive features.

Each covers the federal territory of Austria; each is signed by one or more employers associations, the ÖGB, and the union; but each offers some variation in the personal coverage except that none includes white-collar workers.[1] Despite the precise statement in three of these contracts that they are valid for an "indeterminate time", they and one other may be terminated only on March 31, or "the end of February", respectively, after notice of three months. The fifth may be ended at the close of any calendar month – after the same notice. Moreover, all five still provide for termination of the wage clauses with a notice period of only four weeks [2], long after the currency and prices have been stabilized.

To protect the job interests of their members, two of the most important sections in the union – those in the general construction industry and in carpentry – concluded special agreements in April of 1954. These obligated the employers to hire, aside from stipulated exceptions, only persons who could prove that in the two years before engagement they had been employed for thirty-four weeks in the trade and who could show that they were registered as seeking a job.[3]

Hours of work in the collective contracts for construction and wood workers provide another example of the conflict between the desire to have (1) an eight-hour day but (2) only a five-day week and (3) the custom and legal precedent of a forty-eight-hour week. The most frequent formula (three instances) sets a forty-eight-hour week "divided customarily among five consecutive days". In these instances and in the other two the details are to be established with the advice and consent of works council (steward) or union. Normal hours may be reduced for four months in the year, but not below forty according to the same three agreements. In the wood fabricating and brick and tile trades the lower limit is thirty-six hours.

In contrast with the contracts for metal workers and miners, several of those now under review concede that the normal forty-eight-hour schedule does not include "insignificant" preliminary and terminal tasks such as getting and returning tools (the workman's or the

[1] Noteworthy as a reflection of the reorganization of 1945 by which this union lost its distinction as the only one that carried the "industrial" principle to the extent of comprehending both manual and salaried employees.

[2] Short-term exceptions have been made. A supplementary contract in the brick and tile industry stated that a new wage scale effective May 3, 1954, could not be altered prior to the end of 1954.

[3] Another reason for this understanding was the wish to check the "flight from the land" of peasants and agricultural and forestry workers.

employer's), cleaning and greasing machines, and the like. Similarly, these agreements, especially that for brick and tile works, permit a normal week in excess of forty-eight hours for more occupational categories – always with the stipulation that "overtime" be paid in one way or another.

Wages in the construction and wood trades are based on an hourly rate; but piece, premium and efficiency systems are provided for in detail. Under such systems the rates have to be agreed upon in writing between the employer and the workers, and they have to be set (in three of the five contracts) at a level which will permit those workers, under average piece-work efficiency and customary shop conditions, to earn an extra 30 per cent.[1] "These 30 per cent are, nevertheless, no absolute maximum." No worker may be compelled to work piece or premium; on the other hand, there is no vested interest in such employment. It is prohibited for individuals of both sexes under sixteen years of age and for apprentices under eighteen. The principle once agreed upon, rates must be the same for equal work, regardless of age or sex, for all to whom they apply. Whatever the system used, the established hourly wage remains guaranteed. Demonstrated superior efficiency on the part of individual workers may not be used as a pretext to reduce rates, but a substantial number of reasons are agreed upon as proof of the need to re-examine and re-establish rates.

With reference to supplementary and penalty wage payments these pacts are even more elaborate than those for metal and mine workers. This is especially noticeable in the ones for the general construction industry and for the carpenters; respectively, they list 19 and 16 bases for supplements because of heavy, or difficult, or dangerous, or more responsible work, and most of the points are sub-divided. In the event a workman qualifies for two supplements, he gets them. If he qualifies for three or more, he receives only the two highest – except that subforemen, those working at specified heights, and those engaged in "dry boring or drilling underground" are entitled to a third. But "specified heights" is not to be confused with altitude. There is another supplement for "work in mountains". It begins at 8 per cent at elevations of 800 to 1,200 meters and reaches 20 per cent at those above 2,000. And if a carpenter is working on the construction, maintenance, and so on of a cable tram at a height of 10 meters or more above the terrain, he gets a bonus of (a) 20 per cent in flat country, (b) 30 in hilly country, and (c) 40 on slopes of more than 30 degrees as well

[1] In one of the five "from 8 to 30 per cent [or] for extremely heavy work up to 40 per cent"; in another, "20 per cent". For carpenters, piece rates may be established but a percentage norm has been set only in Vienna.

as in the mountains. Both the general construction and carpentry agreements provide the customary 10 per cent supplements for exposure to excessive heat, acids, smoke, soot, ashes, dust, and the like. Work in water, mud, or cement also carries a 10 per cent bonus unless adequate water-proof clothing is provided; then it is five. Demolition jobs bring 15 per cent more pay; those with pneumatic tools, 10 or 20.

The foregoing instances are only a sample. Among the specifics in lists of extra "payments" for "heavy or difficult" labor are those "for work with barbed wire"; or for duties as straw boss over a work party of "more than three" or "at least five"; or for the use of tools that belong to the workman; or (in a supplementary agreement for a special category of plasterers) the provision, gratis, by the employer of a work suit and a pair of mittens – for boiler tenders, two pairs – to each man in each year of employment; and two "normal-size packages" of wash powder and three bars of soap to each man in each month for cleansing purposes in addition to the lotion provided at the work place for "hand cleaning".

As is probably taken for granted, there are supplements for overtime, Sunday, holiday, night, and shift work. Likewise for jobs removed from the "home" shop or locality there is "compensation or restitution" for travel time, fares, overnight (or longer) lodging and food, and the like. If, at job sites too distant to permit daily return to the home, the employer supplies free bed and board, the employee is at liberty to choose it or "separation money". Dependent upon the workman's family status and upon whether or not he was sent to the job by the contractor, this separation money amounts each calendar day to 75 or 125 or 200 per cent of a journeyman's hourly wage. In health and summer resorts these rates are to be raised in accordance with any demonstrable higher cost of living.[1]

A high percentage of the members of the Construction and Wood Workers Union are, of course, especially liable to loss of work because of "hindrances" from weather conditions. Among the few

[1] The statements in the text about food and lodging reflect the terms of the agreements in the general construction industry and in the carpentry trade. In the other three contracts the principle is the same but the details differ. For example, in the basic agreement for the auxiliary construction industry the "separation money" – designated in the document as "additional costs" – amounts each calendar day to about 300 per cent of the hourly wage of a man in the top wage category regardless of whether or no he is in that category; or was sent by the employer; or is married, widowed, divorced, single, or the support of children. The brick and tile workers do it without complicated formulae; if they can go home only once a week, they get 40 per cent added to the wage for their normal daily hours. Wood-fabricating workmen receive a bonus of 35 per cent (in health resorts of 50) on their hourly wages plus a place to sleep.

benefits of the Nazi enslavement of Austria was a regulation of October 2, 1943, under which compensation for such loss was provided. By act of July 7, 1954 (extended on September 8, 1955, to August 31, 1957), the *Nationalrat* completed the transformation of a measure designed to hasten construction of war projects into an instrument of social policy. During any one "bad-weather period" – defined in the statutes and decrees as from October 15 to April 30 in the "flat land", to May 15 at altitudes between 800 and 1,500 meters, and the entire year at altitudes above 1,500 meters – time lost is to be compensated at 60 per cent of the normal wage for a maximum of 192 hours. The employer pays these sums, but is completely reimbursed from unemployment insurance funds; moreover, he receives an additional 20 per cent of such sums to cover his general social insurances contributions which must be kept up for the time lost. To finance the arrangement, a supplement of one per cent of the basic unemployment insurance contributions is levied, divided equally between employer and workman. If this supplement proves inadequate to cover the payments, the federal government has the (somewhat limited) obligation to meet the difference.[1]

Basic contracts for construction and wood workers were all signed on dates prior to those of the legal measures of the Second Republic just summarized; nevertheless, two of them contain no reference to bad-weather interferences so that one assumes their negotiators were content with the Nazi regulation. Workers in the brick and tile industry agreed that in the event there were "during the season" more than two consecutive workdays on which they could not work because of "rainy weather", they should be paid 30 per cent of contract wages on the second day and 50 per cent on the third and subsequent days with a limit of an aggregate of eighteen days. Because the season is defined in the contract to begin with the tenth and end with the fortieth week of the year, it will be seen that this clause applies to approximately the period not covered by the subsequent legal measures. Contracts for carpenters and workers in the auxiliary construction industry note briefly that the Nazi regulation remained in force. Since the passage of the law of 1954, all five sections of the union apparently have relied upon it without formal revision of their agreements.

Otherwise, the provisions of this set of agreements about "hindrances" are generally similar to, or more or less identical with, those secured by the metal workers and miners; that is, they rest upon but elaborate Sections 1154b and 1155 and a, previously unmentioned, Nazi decree of December, 1942, about compensation for loss of work

[1] BGBl., 1954, Nr. 174, 231; ibid., 1955, Nr. 187.

(*Arbeitsausfallvergütung*) that in numerous respects closely resembles Section 1155 as administered.[1]

A noteworthy difference from the other seven discussed heretofore appears in the contracts with the auxiliary construction industry, the woodfabricating industry and trade, and the brick and tile industry. In identical language the first two provide that before "general disagreements" about their interpretation are taken to the Conciliation Office a committee of representatives of employers and workers shall attempt to reconcile the differences. The scope of the activities of such committees is the entire federal territory; their composition is to vary in accordance with the nature of the dispute. The third stipulates that differences of interpretation are to be settled, if possible, by the entrepreneur and the works council; if not, by the partners to the contract. Only if they fail is the matter to go to a Conciliation Office or a Labor Court.

Among the sources of the envy prevalent among manual workers of the position of civil servants and salaried employees in private industry is the fact that the latter groups have been the beneficiaries of earlier, more comprehensive, and more generous social legislation. For example, clerks were guaranteed paid vacations by an act of 1910, whereas the manualists waited until 1919. In July of 1946 a new and decidedly improved law replaced that of 1919. The satisfaction of the metal and mine workers with it is reflected in all their relevant contract clauses – which are almost confined to the statement that vacations shall be given in accordance with the legal stipulations. Four months earlier the construction and wood workers had secured a special statute.

This special enactment, as amended later in 1946 and in 1954, provides that each employment period of forty-three working weeks shall entitle a worker to a vacation of twelve workdays, which shall be increased to eighteen when the total periods aggregate two hundred and fifteen weeks, and to twenty-four when they aggregate six hundred and forty-five weeks. The cost of vacation pay, administration, and compensatory payments (in the event of withdrawal from the occupation or for other reasons) is to be met out of a common fund into which each employer pays a supplement on the wages of each work person for each working week. The worker receives a receipt for the sums so paid in the form of stamps which the employer

[1] Deutsches Reichsgesetzblatt I, 1942, p. 702. The Austrian unemployment insurance law of June 22, 1949, formally abrogated this Nazi regulation, but empowered its extension by decree. Extensions from time to time have kept it in force. BGBl., 1949, Nr. 184; ibid., 1950, Nr. 154 and others.

buys from the Vacation Fund and affixes in a Vacation Book – also provided by the employer. When one employment is terminated, the workman receives the book to deliver to his next boss. The fund is administered jointly by employers and workers; its sphere of operations is the entire federal territory; its main office is in Vienna with at least one branch in each of the *Länder*.[1]

Again it appears that working people in the general and auxiliary construction industries and in the carpentry trade are satisfied with the law; at any rate, there is no vacation clause in their collective agreements. In those for the wood-fabricating industry and trade and the brick and tile industry the clauses rest upon the general vacation statute, except for parquet-floor layers for whom the special law is invoked. The explanation of the differences lies in the definition of the "building, construction, and allied industries" in that special act and in the jurisdictional demarcations within the union.[2]

Obviously, the construction workers of Austria have achieved a highly satisfactory solution of a knotty social problem. Granted the merit of paid vacations, there is no reason why one group of work people should be deprived of them because of the circumstances that their jobs are seasonal and that they are employed by "X" number of bosses within a year. The administration of the system is a little more complicated than in a factory or an office, but there is no evidence that it is appreciably more costly. And to those who remain skeptical of the advantages of a workers' political party, it may be pointed out that neither the special[3] nor the general paid vacation laws for manualists could be passed until the Austrian party became strong, and that prior to that time, because collective bargaining was weak in this respect, paid vacations for other than white-collar employees were relatively rare.

Other distinctive clauses in these agreements merit brief notice. Two prohibit without any exceptions the consumption of spirituous drinks during working hours. One sets forth in great detail the nature of the sleeping quarters that must be provided, with no deductions from wages, for itinerant journeymen. Several specify the provision of pure drinking water and adequate washing facilities. Probably the most interesting contrast, in this group of clauses, with the other contracts is that three guarantee to representatives of the union access to the

[1] BGBl., 1946, Nr. 81, 173, 174; ibid., 1954, Nr. 168. The special act resembles a series of Nazi decrees and orders listed in and repealed by it.

[2] For examples, the wood-fabricating occupations include the makers of wagons, casks, musical instruments, and toys.

[3] Of which there are several in addition to that for construction workers.

work places at any time. Such visits are not to hamper the progress of work, but one such clause adds: „a conference with a member of the works council or individual workmen does not constiute a hindrance."

SALARIED EMPLOYEES

It will be recalled that the Union of Salaried Employees in Private Industry includes about 12 per cent of the membership of the ÖGB and that the occupational group it represents maintained for years a wide margin of advantage over manual workers in the benefits derived from social and labor legislation. Especially in the early and middle 1920's the "struggle for the souls" of the men and women dependent upon a wage or salary was frequently focussed on this group. Otto Bauer, the dominant figure in the Social Democratic party, was convinced that a democratic majority could never be won without the votes of substantial segments of the white-collar and other non-industrial strata; the rump Austria left by the disintegration of the Habsburg Empire was primarily an agricultural and commercial country, not an industrial one. The leaders of the Roman Catholic and Agrarian parties were fiercely determined that the Socialists should not get those votes. Among the results were the Contract of Service of Private Employees Act of 1921 and the Salaried Employees Insurance Act of 1926. The former remains today, without material amendment, the basic and dominant factor in employee-employer relations for approximately a quarter of a million persons. The latter, after more substantial amendment in the First Republic and essential replacement by the German law of 1924 during the Nazi occupation, has been absorbed in the General Social Insurance Act of September, 1955, as have other special laws for manual workers, miners, and agricultural and forestry workers.

From the foregoing generalizations it may be inferred that the provisions of collective agreements for private salaried employees reflect the results of Legal Enactment even more than do those for manualists; in other words, that fewer stipulations have to be spelled out in such detail or that others, of the nature of severance pay, health and welfare plans, and "fringe" benefits upon which American unions have been concentrating in recent years, do not appear. Such an inference is only partly correct because the contracts for white-collar people differ so much among themselves.[1]

[1] For example, Section 8 of the law of 1921 deals with the employee's "rights in case of hindrance to the performance of duties" in terms similar to, but more detailed and much more generous than those of Section 1154b of the ABGB. On this matter the collective agreement of the employees of insurance companies on "interior service" contains two

Although the margin of advantage from labor and social laws enjoyed by salaried employees has been narrowed since 1945, especially by the general social insurance statute, it remains substantial. This is conspicuously true with reference to illness, to vacations, and to termination of the employment relationship. A white-collar employee is "not entitled" to a vacation in his first year of employment "until he has been employed for six months continuously"; a manual worker not until after "nine months continuously". After two years of uninterrupted employment, the salaried person may include periods of service of six months or more with other employers in Austria (to a maximum of five years) in the computation of the basis for the duration of his vacation; the manualist is not allowed to do this. After the tenth year, salaried work people receive longer vacations than laborers. The notice period is longer for the white collar than for the blouse. Discharge after three years entitles the salaried employee to severance pay in the amount of two months' remuneration. This rises by stages until after twenty-five years it equals the annual income. No law provides severance pay for manualists, except agricultural and forestry workers, but it has been secured in some collective agreements.

Contracts now in force for various sections of the union of private salaried employees again differ materially on the subjects of vacations, termination of employment, and severance pay. For the duration of vacations the insurance clerks simply copied the law of 1921 as amended in 1946. The "bankers" secured two improvements: during the first five service years the paid leave is to be fifteen workdays instead of the legal twelve; in the computation of years of service those in credit institutions are to be included without reference to the two-year waiting period or the five-year limit stipulated in the law. In both these agreements the general terminology of the legislators about the time of year in which vacations are to be taken is made specific; that is, the preferred period is between April 1 and October 31. If the employer cannot arrange this, he is penalized – in the sense that any part of the free time that has to be taken between November 1 and March 31 has to be prolonged. But the tellers and check-rackers proved better bargainers; their extension is by one-third as contrasted with one-fourth for the policy-writers. In neither case, however, can it exceed six days.

relatively large pages; the stipulations are even more generous than those of the statute. The bank employees' clause is substantially briefer, does not apply to institutions with less than 50 work people, but improves upon the legal terms. For salaried personnel in industry there is a schedule of the days – one, two or three – allowed as released paid time for "family affairs", such as births, marriages, deaths, moves to another dwelling, and the like, similar to that in the manualists' contracts previously discussed; and a six-line paragraph relative to sick leaves.

On the matters of termination of employment, notice thereof, and severance pay, the insurance employees found it necessary to elaborate the legal provisions to the extent of a little more than six good-sized pages. The bank clerks limited themselves to two-thirds of one small one. White-collar people in industry relied almost completely on the law; in their agreement there is nothing on the points just mentioned and only a brief paragraph on vacations. Those in trade (*Handel*) quoted at some length in an appendix to the contract from various pertinent statutes and supplemented them with about two pages in its text.

The *differences* among, between, and within the white-collar agreements are especially noticeable in the basic matter of hours. The normal weekly schedule for insurance employees is forty-two and a half; for clerks in banks and financial institutions, forty-three; and for those in industry, forty-eight. In trade, it is forty-six for those exclusively occupied in wholesale concerns and forty-eight for all others. But for employees in industry, if by collective agreement males over eighteen years of age have secured a period shorter than forty-eight hours, it shall apply to all others in the establishment. Moreover, if the central office of an industrial concern is completely separate from the manufacturing plant, hours in that office are only forty-five. In retail trade, one halfday off each week is stipulated.

Contrariwise, this group of contracts is generally *similar* within itself and to those of the manualists previously discussed in the elaborate detail with which wage rates are specified. Superficially, the agreement for clerks and shop assistants in trade is almost startling in this respect: the body is only 12 pages; the appendix on wage regulations and amounts is 30.[1] In it and in the others there are scales for each of a number of job categories that vary chiefly with the skills required and the years of service. Not infrequently the amount of formal education also plays a decisive role.

A distinguishing characteristic of the agreements for bank and insurance employees appears in the exhaustive particularization of the disciplinary procedure and penalties in instances of lack of proper attention to duties, violation of service regulations and so on. Hearings on such matters before bipartite committees are provided for in both contracts, but their size, method of selection and designation of chairman as well as other details differ. Penalties include reduction or denial of the payments ordinarily given in June and December as

[1] The major reason, of course, is that rates are listed for a considerable number of subsections within the section trade.

vacation or Christmas bonus, postponement of the periodic advancement for as long as three years, demotion to a lower wage level, "penal" transfer to another position in the same or a different establishment, and (with observance of statutory provisions) discharge with or without severance pay. Two of the three other major white-collar contracts made available to me rely exclusively on the Salaried Employees Act on disciplinary issues; the third supplements it in minor degree.

TEXTILE, CLOTHING, AND LEATHER WORKERS

Next in numerical strength of those unions in the ÖGB that negotiate agreements in the customary sense is that of the Textile, Clothing, and Leather Workers with about eight per cent of the membership of the federation. In the nature of the case the documents it signs are closely similar in various respects to those of the metal- or wood-fabricating sections of the two largest unions; consequently, detailed presentation is not so necessary.

The contract for the clothing workers' section is unique among all those supplied to me in the degree to which it stresses the importance of the general unity of the trade-union movement in the battle for equal conditions of work throughout Austria. More specifically, "for the first time in the history of Austrian clothing workers" the decade-old gulf between those in Vienna and those in the *Länder* had been bridged. Unfortunately, from the leaders' point of view, this agreement of 1948 could not be continued for *Land* Vorarlberg in the revision of 1954. Similarly, the section in the leather goods industry and trade lost ground in three *Länder* between the same years. Generally speaking, the entire union has not done so well as some others in the attainment, maintenance, and improvement of nation-wide contracts; the weak areas have been Tirol and Vorarlberg.

As seasonal workers, the members of this union have been especially concerned about the menace of part-time employment; therefore, they have insisted upon a minimum-hour week and advance notice of management's intention to operate on a limited schedule. For the same reason, they have fought for and secured detailed clauses on payment for hours or days they could not work because of "hindrances". Like others previously noted, such clauses rest on Sections 1154b and 1155 of the ABGB and the repeatedly-renewed decree on compensation for loss of work. Under these conditions, the conflict between the desire for a five-day week and an eight-hour day with the legal

precedent of a forty-eight-hour week has not been so acute. The shoemakers, for example, agreed in May, 1948, to a normal week of forty-four hours with the proviso that on September 1, 1949, if there were adequate raw materials and if no more than five per cent of the workers in the trade were unemployed, they would open negotiations for a longer work week. By the middle of 1954 the situation had been altered to such an extent that the secretary of the union could report that, for the time being at least, almost no occupation represented by it could be characterized as seasonal and that in some branches there was a serious shortage of skilled journeymen.

The basic wage in all sections is an hourly minimum for each of a number of categories. Despite the new unified efforts, there remain differences between Vienna (or Vienna and Lower Austria) and the other *Länder* – narrowed differences, to be sure, but still there. Contract, or job, or piece work is provided for in great detail. Generally speaking, the rates for them are to be set so that a workman of average performance can earn 20 per cent more than the hourly minimum for his category; this, it may be recalled, is only two-thirds of the differential secured in most of the previously discussed contracts. The blanket agreement for clothing workers draws a distinction between job and piece wages. The former are regulated according to the formula just stated; the latter must be set so that the worker "on the average over a three-week period earns at least his contractual hourly wage".

AGRICULTURAL AND FORESTRY WORKERS

From the Union of Workers in Agriculture and Forestry, I received as "most representative" agreements one with the Federal Forestry Administration and one with a group of employers' associations "for forestry workers in private economy". The former, of course, applies throughout the republic; the latter falls short of this objective in that Tirol and Vorarlberg could not be included. Furthermore, the private contract is more of a blanket or framework agreement than most of the others treated above, for it provides for supplements that "are to be concluded". Both basic agreements are indeterminate in duration, but that with the Forestry Administration assumes continuity of renewal whereas that with the private concerns leaves open the door to cancellation at the end of any calendar month after a three-month notice period. Wage clauses in both may be terminated on notice of a month at the first (public) or last (private) of any month – another example of that ever-recurrent fear of runaway inflation that has plagued Austrian workers since the early 'twenties.

Hours are the customary forty-eight per week, with the likewise customary extensions to sixty or even seventy-two for truck-drivers, watchmen, and some further categories noted in the contracts for metal and mine workers and others. Travel time must be included in the work time and in the wage calculation if it exceeds one hour daily (or one and a half in the private contract during the period March 16 to November 15). Both agreements, though in different ways, provide that if the workers are responsible for the maintenance of tools, two hours a week at full pay are to be allowed to them. In other respects the negotiators apparently considered it advisable to spell out details more completely in the arrangement with private employers; for example, it stipulates that at least two hours daily must be granted for meals (not included in hours of work and hence not compensable), and that a minimum of ten hours, between 7 : 00 p. m. and 5 : 00 a. m., except for emergencies, must be allowed for daily rest.

Likewise as usual the basic wage is an hourly minimum with contract and piece rates to be set so that average performance brings an addition to the "wage sack" – in these contracts of 20 per cent. The private agreement provides for an "efficiency supplement" of six per cent of the cash wages. It is to be distributed on the basis of an understanding between the management and the works council (or steward) except in small concerns "without stewards" where everyone receives it. As the term "cash wages" suggests, payments in kind are provided for, in both contracts, as part of the regular compensation. They consist of housing, the use of land to cultivate and to run a few cattle, pigs, and chickens, "and similar" payments. Workers who own their dwellings or rent them receive a compensatory 10 shillings a month. At the dates (November, 1952, and July, 1954) these contracts were signed, this was equivalent to 40 cents in United States currency!

Supplements to wages for overtime, work on holidays and Sundays, use of the workers' tools, second or third shift work in sawmills, dirty jobs, and so on conform generally to the pattern already clear, except that there are no specifics about work at heights above the terrain, "in the mountains", or of extra hazard, as in the construction industry. This is all the more surprising in light of the notoriously dangerous character of forest and sawmill work and of the requirement in the private contract that every undertaking „provides to the work people bandaging for first aid". Like the miners, these workers receive free fuel. The stipulations thereon are a trifle more generous in the "free-enterprise" sector. In accordance with Section 1154b of the General Civil Code, but without reference to it, "hindrances" to the performance of work because of illness, accident, or personal affairs are compensated. In accident cases this compensation is continued

for a maximum of only fifty-six days under the agreement with private employers, but for twenty-six weeks under that with the Forestry Administration. Loss of work as the result of bad weather is paid for at full-time rates for the half day in which the work was begun – *if* the competent forestry official concurs in the view that the weather is bad enough to necessitate cessation of operations. There are no references to hindrances that are the "fault" of the employer in either contract.

The clauses in the private compact relative to premature severance of the employment relationship are unique in the agreements available. The employer may discharge if, among other matters, the worker (1) is guilty of a crime or some punishable action that involves profit-seeking or an offense to public morals; (2) drinks on the job, despite repeated warnings; (3) is careless with fire and light; (4) is guilty, by deeds, of injury to the morality or honor of his employer, or of the representatives or family members of the employer, or of fellow workmen. The worker may quit if, likewise among other matters, the employer (1) withholds or reduces his pay; (2) provides unhealthy or inadequate food or shelter; (3) fails to observe other essential conditions in the contract; (4) is guilty, by deeds, of injury to the morality or honor of the worker or a member of his family; (5) refuses to protect the worker or a member of his family from such deeds by a member of the employer's family or fellow workmen; (6) fails to conform to his legal obligations to protect the life, health, or morality of the worker.

Behind these stipulations are generations and centuries of rural Austrian history in which disputes have been carried on with clubs and knives and in which the illegitimate birth rate has been one of the highest in the civilized world. Some of the injustices and indignities to which agricultural and forestry workers had been subjected were abolished in 1848; exactly one hundred years later, others were eliminated or mitigated by the Agricultural Labor Act.[1] The union of these workers had characterized the law as the greatest single achievement for them since 1848, and there is little, if any, reason to question this evaluation. For present purposes, moreover, it provides another example of the reciprocal use of the Methods of Legal Enactment and Collective Bargaining.

SUMMARY AND CONCLUSIONS

From earlier passages it is clear that since 1945 a major part of the bargaining done by the ÖGB has been with parliament; that in the

[1] BGBl., 1948, Nr. 140.

period of the wage-price agreements an appreciable part was with the Chambers of Trade and of Agriculture; but that another substantial part was directly with employers' associations. In the first years after liberation use of the Method of Legal Enactment brought such successes as the previously noted acts on works councils, collective agreements, manual workers' vacations, and employers' obligation to pay for the first three days of incapacity from illness or accident. In addition, there were statutes concerned with shop and factory inspection, national holidays, labor courts, various aspects of social insurance, agricultural and forestry labor, child labor, and so on. Then came two years or so for which the annual report on ÖGB activities states that "not so much as had been desired" was attained, or that the chief achievements were only improvements of existing laws and ordinances. By 1953 the tone of the report on social policy was one of more or less resigned disappointment with the fact that parliament "has remained so much in debt to us".[1]

The years 1954 and 1955 tell a different story. Under the rubric "Stagnation in Social Policy Overcome" the ÖGB activities report for 1954 listed nine substantial achievements. Of these the Home-Workers Act was considered the most important. Others included legislation on the welfare of youth, the computation of pensions (including the guarantee of the "thirteenth month"), compensation to construction workers for time lost because of inclement weather, employment of young workers, reduction of the wage tax for those on middle and low incomes, and children's allowances. Of another type was the revision of the so-called anti-terror law of 1930. Passed in the era of "creeping Fascism", specifically, in 1930, it had rankled in the minds of trade unionists in a way comparable to the Trade Disputes and Trade Unions Act of 1927 in England.

During 1955 the number of enactments was not so large, but one of them, the General Social Insurance Act, crowned two generations of struggle. In a 72-page handbook the SPÖ stated that this struggle had been led by Socialists since imperial days, that the law had been "worked out by Socialists [and] carries all the characteristics of a Socialist social policy". In a speech before the Women's Congress of the ÖGB in October, 1955, Proksch listed the law among "our successes"; that is, of the trade unions. To him, at that time a powerful leader in the Socialist fraction of the ÖGB, there is nothing contradictory in these statements. In fact, it is not too much to say that Proksch would state bluntly that only an idiot – or a political mischief-

[1] ÖGB, Tätigkeitsbericht, 1945-1947, pp. 1/68 ff.; ibid., 1948, pp. 88-89; ibid., 1949, p. 137; ibid., 1953, p. 16; ibid., 1954, p. 137; A. Proksch, Die Gewerkschaft als Wirtschafts- und Kulturfaktor, Wien 1955, p. 9.

maker whose aim was to destroy labor solidarity – would allege a contradiction. Within a few lines of his claim about the law appears the statement that "the struggle of the trade unions will have reached its goal only when the profit economy of capitalism has been replaced by a type of economy that excludes profit and exploitation."

Another success of 1955 was the replacement of unsatisfactory Nazi legal prescriptions on attachment of wages for debts by a new law which established minimum sums (varying with the wage-earner's family responsibilities) that could not be attached, but left to the creditors a minimum of at least one-tenth of the wage that could be. More important was the new law for the protection – chiefly against night work – of bakery employees. Because the Clerical Fascists had done such a thorough job of perforating the earlier provisions, the new ones were a source of particularly great satisfaction. Other enactments were chiefly of the nature of improvements to existing statutes on the employment of young persons, unemployment insurance, disability insurance, and the like.[1]

Meanwhile, there was no cessation of activity in the conclusion of collective agreements with employers' associations. On the contrary, 1954 witnessed 507 of them, of which 176 were applicable throughout Austria and 291 in one or more of the *Länder*. As has been generally true since 1945 they were secured without significant strike activity. In this connection, the manner in which the ÖGB presents strike data is of interest. For example, in 1954, the number of workers who participated in strikes was 21,140, the number of *hours* lost was 410,508, and the "average duration of a strike [was] 19 hours and 25 minutes".[2]

Truly do these complementary activities – of negotiation with employers and election of workers' representatives to parliament, of utilization of both Collective Bargaining and Legal Enactment – reflect attitudes sharply divergent from those that prevailed throughout most of the second half of the Nineteenth Century. In those decades, not only did most working people "want to know nothing" of contracts that bound them for relatively lengthy periods, but also they did not deceive themselves "in any way about the value of parliamentarism, a form of modern class rule". The phrase just quoted appears in the first program (1889) of the united Social Democratic party. That document, and even more the debates in the congress that adopted it,

[1] ASVG: Handbuch zum Allgemeinen Sozialversicherungsgesetz, esp. pp. 3, 5; Proksch, op. cit., pp. 9, 10; Weissenberg, op. cit., pp. 59-60, 304-305.

[2] ÖGB, Tätigkeitsbericht, 1954, pp. 18, 21.

reveal equal mistrust and scorn of the long-run significance of "protective labor legislation". And then, in the 1890's and early 1900's, came the real beginnings of the inter-play of the bargaining with parliament and with employers. Among the best examples of the process is the paid vacation. First came collective agreement provisions for a few groups. Next was the law of 1910 for office clerks. It helped some manualists to exert enough pressure to secure a contract clause. But they wanted a general statute. They got it in 1919. In the Second Republic, the legal provisions have been improved by parliament and, in turn, by collective agreement. Within this area are some previously unmentioned but particularly interesting aspects of the special law on vacations for construction workers. Its roots are in the "vacation fund" of the building trades employers established by collective agreement. In commenting about it to the trade-union congress, the then Minister of Social Administration, Maisel, said: "Now, by this law, the vacation issue of the building workers is withdrawn forever from the trade-union struggle" – the vacation fund is "legally anchored".[1]

In the middle of the Twentieth Century these tactics of supplementing traditional collective bargaining with legal enactment are commonplace in the international world of labor. Perhaps thereby the "workers of the world" have sold themselves, or drifted, into that "Babylonian Captivity" to the state about which Tage Lindbom has written so brilliantly [2], and thus abandoned for the foreseeable future, if not permanently, the dream of a literal international world of labor. Austrian working-class leaders would deny this. With their background and training, and as citizens of a tiny country until recently divided by the Iron Curtain, they almost have to deny it. This and related matters will be the subjects of another essay. Here it appears appropriate to indicate a reminder of the differences between the developments traced above and those in England and the United States. A hundred years ago the "New Model" unionism was establishing itself and the influence of that remarkable group of men who composed the Junta was expanding from London. Praiseworthy as much of their work was, some of their major policies, as Selig Perlman has well said, "meant practically abandoning the great class of the unskilled to their fate" [3] for almost forty years. During the latter part of those years Gompers, Strasser, and associates adopted and adapted the New Model to the American scene – with results closely similar

[1] ÖGB Kongress, 1948, Protokoll, p. 4/121.

[2] In his Atlantis: Idee und Wirklichkeit des Sozialismus, Frankfurt am Main 1955, esp. pp. 211 ff. The book appeared originally in Swedish.

[3] A Theory of the Labor Movement, New York 1928, p. 126.

to those stated by Perlman. In this last half of the Nineteenth Century the black reaction that followed the revolution of 1848 in Austria-Hungary, the high treason trial of 1870, the anti-Anarchist law, the imposition of martial law on Vienna and its environs – all these and many like events channeled the workers' resentments primarily into political expression. But, paradoxical as it may appear, the belated acquisition of manhood suffrage in the Habsburg Empire and the failure to score any smashing political victories like that of the German Social Democrats in 1890 until thirty years later were beneficial to the unity of Austrian labor. These circumstances prevented the party leaders from succumbing to the tendency to underrate the importance of the trade unions; in fact, only a few of them were even slightly infected by this children's disease. The opposite distemper, the eschewal of independent political action by labor, was finally and formally discarded by British workers in 1906. Now after the passage of another fifty years, the president of the new AFL-CIO, George Meany, remains steadfast in his personal opposition to a labor party; indeed, it has been reported that he claims American workers do not want such a party, "now or ever". But on December 9, 1955, in a dispute with Chairman C.R. Sligh of the National Association of Manufacturers, Meany said: "If the NAM philosophy to disenfranchise unions is to prevail, then the answer is clear. If we can't act as unions to defend our rights, then there is no answer but to start a labor party". Two days later, on a nation-wide television show, he suggested that the NAM and other groups intended to make "second-class citizens" of workers and declared that under these circumstances "we would be compelled to start a political party".[1]

Would it be unjust to note the additional reminder that, chiefly because of this second-class-citizen position, Continental European workers formed labor parties between sixty and a hundred years ago? Or that the Gompers-Strasser-Green-Lewis-Murray-Meany-Reuther way of constructing a labor movement has brought into the unions about a third of the potential organizables, whereas the Adler-Hueber-Hanusch-Domes-Bauer-Renner-Seitz-Maisel-Schärf-Böhm-Proksch method has doubled this proportion?

[1] New York Times, Dec. 10, 1955, p. 1, Dec. 12, p. 20; AFL-CIO News, Dec. 17, 1955, p. 1.