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# BULLETIN OF THE U. S. BUREAU OF LABOR STATISTICS

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## TRADE AGREEMENTS IN 1925

### INTRODUCTION

This is the second bulletin of the United States Bureau of Labor Statistics devoted entirely to trade agreements. The first, Bulletin No. 393, contained extracts from agreements made during the years 1923 and 1924.

The present bulletin is devoted to agreements made during the year 1925, except for the inclusion of the anthracite coal agreement of February, 1926, which was the result of a controversy arising in 1925. None of the agreements given in the former bulletin are here repeated, but references to the earlier bulletin are given in the case of trades for which 1925 agreements were either not made or were not available.

Agreements affecting railroads and their employees are not included because of the voluminous character of such agreements.

Since 1912 the bureau has made an effort to collect agreements made in the leading industries. The number of agreements made annually is not known, as most of them are not printed. In fact, probably the majority of them are not reduced to writing, but are simply verbal understandings. That the number of agreements made must be very large is evidenced by the fact that the bureau has a collection of 16,000 copies, of which nearly 2,000 were added during the past year. It is evident that only a small percentage of them can appear in a bulletin of this character.

Frequently a union has no agreement beyond its by-laws or working rules, which include many items ordinarily incorporated into agreements, and members are expected to observe them in working for employers. In fact such by-laws or working rules are at times submitted to employers for the latter to observe, thus taking the place of an agreement, as—

To all employers in the construction of new buildings and all repairs requiring to be done in masonry and brickwork in city of Providence and vicinity:

The following are the working code of rules adopted by the members of Bricklayers, Masons, and Plasterers' Union No. 1, of this city and adjoining vicinities, on and from July 1, 1925.

Sometimes observance of the by-laws is called for by the agreement, as in the agreement of Printing Pressmen's Local No. 3, Chicago, April 10, 1925, as follows:

It is agreed that the constitution and by-laws of Chicago Printing Pressmen's Union No. 3, I. P. P. & A. U., and the constitution and by-laws of the International Printing Pressmen and Assistants' Union, as existing and in effect on date of signing of this contract, a copy of which, in printed form, is hereto attached, are made a part of this contract, and subject only to such changes as will not alter or affect the relations of the principals to this document during the life of this contract.

In the agreement of Typographical Local No. 23, Milwaukee, August 8, 1925 (sec. 2), also, the constitution of the local and the general laws of the international organization are directed to be observed (see p. 111). A similar case is the following section in the agreement of the plaster tenders of the Hod Carriers, Building and Common Laborers' Local No. 177, Des Moines, Iowa, March 31, 1925:

SECTION 11. It is agreed by both parties to this agreement that no part of this agreement shall be construed to change or abridge any part of the international constitution or jurisdiction of Local No. 177, and said constitution shall be a part of this agreement.

Occasionally, however, there is a provision not in harmony with the above, as in the agreement of Electrical Workers' Local No. 38, Cleveland, Ohio May 1, 1925, Article XXIV, which reads as follows:

It is agreed by and between both parties to this agreement that the "working rules" or "by-laws" for the government of the parties of the second part shall not in any way conflict with any article of this agreement.

There is no uniform method of making agreements. They may be made by the national officers of the union, by delegates, by large sections of the union, by district councils, or by small groups of locals in a city and its vicinity, or by the locals or their officials. Generally, after being signed, the agreements are referred to the locals for their approval in open meeting, and frequently also to the national officers. An example of the last is found in the agreement of Brewery Worker's Local No. 215, New Orleans, for 1925:

SECTION 17. This contract is to be approved and ratified by the Central Trades and Labor Council of this city, and indorsed by the general executive board of the International Union of the United Brewery, Flour, Cereal, and Soft Drinks Workers of America.

Likewise, these agreements are variously accepted by the employers—frequently the agreement is drawn up by a joint committee composed of members representing the employers and the employees. The exact wording is a compromise by the two parties and is referred to the employers' association and even individual employers for approval.

After acceptance the agreement is signed by the officers of the union and the individual employers, or some one designated by the employers when they have acted as a group.

For the union the agreement is signed by the president or secretary, or by both, or by the business agent, or a committee. The indorsement of the national officers or executive board follows.

Generally the agreement is executed in triplicate, one copy being retained by the employer, one by the local, and the third being sent to the national organization, though sometimes in duplicate, as in the following section from the agreement of Steam Fitters' Local No. 537, Boston, Mass., July 15, 1925:

ARTICLE IX. SECTION 1. All heating and piping contractors hiring or desiring to hire men in the jurisdiction of Local No. 537 shall sign in duplicate these working rules and conditions before men will be furnished. One signed copy shall be for the files of the employer and one for Local No. 537.

Where the agreement is printed it is generally done at the expense of the union. Copies are given to each employer and to each member of the union. Frequently the employers print the agreement for

their own use. Sometimes the agreements are posted in the shop (see p. 8.)

In a few cases the national union issues a general form of contract with blank spaces for hours of work, wages, and certain other items that naturally vary with the different unions. Such forms also serve as models for locals which print their own agreements (see p. 36).

### GENERAL CONTENTS OF AGREEMENTS

Although there is scarcely a provision common to all agreements, their general object is the same, and a number of subjects of a general character are covered, in more or less similar language, in various agreements. Therefore, in order to avoid undue repetition, these general provisions are summarized under each heading. In addition an outline of the general contents of agreements, with page references to a selected number of illustrative cases, is given below.

Agreements usually begin with a preamble stating the object and purpose of the agreement (see p. 57). Generally the agreement provides for a union shop (see pp. 66, 73, 100, 124), or states that the employer shall employ only employees in good standing in the union. Discrimination against the union by an employer is frequently expressly forbidden (see pp. 63, 65).

Employers are often required to hire their employees through the union officials (see pp. 37, 66). If the union is without an available source of supply the employer may then obtain his needed additional help from any other source (see pp. 59, 124). Generally such employees must secure permit cards from the union before going to work (see pp. 26, 43, 64, 84), and must join the local within a certain specified time—a few days or immediately (see pp. 19, 69, 144, 147). In case such nonunion employee refuses or neglects to join the union within the time specified or is deemed incompetent by the union, his services are to be dispensed with by the employer as soon as a union man can be found to take his place. Some agreements do not require such employees to join the union (see p. 35), but call for a preferential shop only (see pp. 77, 95), that is, one in which union men are hired in preference to nonunion. The refusal of union men to work with nonunion men or on a nonunion job is generally not considered a breach of the agreement (see p. 46). A shop chairman or committee is elected or appointed in each shop to look out for union interests (see pp. 9, 74, 77, 93). The business agent, the organizer, or a committee of the union is to be admitted into the shop at any time for the purpose of settling differences (see pp. 9, 74).

Generally foremen and superintendents are not required to be members of the union (see pp. 16, 40, 144), for they represent the contractor or employer, but occasionally such requirement is made (see pp. 58, 63, 70, 119), especially if they do journeymen's work. Usually only one member of a firm or company is allowed to do journeymen's work unless he is a member of the union (see pp. 9, 46). In some cases journeymen are not allowed to act as contractors (see pp. 58, 59), and in others only after registering (see pp. 46, 47). Sympathetic strikes are forbidden in some agreements (see p. 52), and allowed in others (see pp. 48, 71).

Scarcely an agreement exists that does not state the wages to be paid, always considered as a minimum, however, and generally forbidding the lowering of existing higher wages (see pp. 65, 114) to the minimum rate. Wages are frequently stated by the hour in agreements in the building and metal trades, but by the week in those of most other occupations, with a provision that they are to be paid in cash weekly, often at a given hour on a specified day (see p. 26).

The hours of work are always stated in the agreement. The eight-hour day is very generally observed, as will appear in the extracts from agreements that follow. The 44-hour week is practically the rule in the building, clothing, metal, printing, and stone trades. The agreements frequently specify the hour of beginning and of ending work and the period to be allowed for the noon meal, as in the following extract from the agreement of Hod Carriers, Building, and Common Laborers' Local No. 177 with the Master Builders' Association of Des Moines, March 31, 1925.

ARTICLE III. PARAGRAPH 1. Eight hours shall constitute a day's work. From March 15 to October 15 the hours shall be from 8 a. m. to 12 m. and from 1 p. m. to 5 p. m. From October 15 to March 15 the hours shall be from 8 a. m. to 12 m. and from 12.30 p. m. to 4.30 p. m., except Saturday, when the hours shall be from 8 a. m. to 12 m.

A week is almost invariably defined as six days (see pp. 7, 107, 145). Sunday is generally observed as the weekly day of rest, though in continuous industries any day may be so observed.

State holidays are generally observed by unions as rest days, though some unions do not observe every holiday. Thus in the agreement of Bakers' Local No. 26, of Denver, for 1925, only three holidays are mentioned:

6. Employees to be entitled to Fourth of July and Christmas; that they be entitled to one day during the week in which these holidays occur—distribution to the different employees to be at the convenience of the employers—no wages to be paid said employees for said holidays. Employees working a holiday and not receiving a day's vacation in that week to be entitled to double pay therefor. Further, employees shall be allowed a holiday on Labor Day. However, there shall be no deduction in the regular weekly pay on account of this holiday. If compelled to work on Labor Day, same shall be paid for at the rate of double time. Jobbers working on holidays shall receive regular jobber's wages.

On the other hand, some unions observe every holiday as a rest day, an example of which is the agreement of the Steam and Operating Engineers' Local No. 74, Boston, April 1, 1925:

ARTICLE IV. The holidays recognized in this agreement are as follows: New Year's Day, Washington's Birthday, Lexington Day, Memorial Day, June 17, July 4, Labor Day, Columbus Day, Thanksgiving Day, and Christmas Day; also all days which may become legal holidays. The days above mentioned shall not be deducted from the weekly wages of the employees.

The agreement of Barbers' Local No. 657, Brooklyn, May 1925, mentions 11 holidays, as follows:

Fourth. New Year's, Lincoln's Birthday, Washington's Birthday, International Workers' holiday May 1, Decoration Day, Fourth of July, Labor Day, Columbus Day, election day, Thanksgiving Day, and Christmas.

Jewish holidays are often observed by unions composed largely of Jews (see p. 9).

As a rule men are not paid for a holiday when no work is done, but the practice is becoming increasingly common, outside the build-  
trades, to pay for holidays, such a provision appearing in the

Boston agreement above quoted and in many of the agreements contained in this bulletin (see pp. 8, 65, 80).

As a rule, work performed outside the regular daily schedule of hours is paid for at the rate of time and a half, and work done on Sundays and holidays at double rates, though there are many exceptions to this statement, as appears in the agreements here printed. For examples of straight overtime rate of time and a half see pp. 8, 81, 93; for examples of straight overtime rate of double time see pp. 29, 74, 92; sometimes the provisions are for time and a half for the first hour or two of overtime and double time thereafter (see pp. 94, 120, 126, 144).

Overtime work is opposed by the unions and many provisions are made to reduce the amount of it. In some cases no overtime work is allowed until the union officials have been notified (see pp. 8, 24) and their consent obtained (see pp. 25, 43, 67). In other cases the amount of overtime is limited to three hours a week (see p. 8), two hours a day (see p. 71), or one hour a day (see p. 74).

In continuous operations and in trades where nightwork exists regularly, or the employees work in shifts, overtime rates do not apply. Instead, there is a separate scale prepared for such cases, which calls for either a slight increase in wages over the day scale or a decrease in the number of hours worked per shift (see pp. 37, 59, 91, 108, 130).

There are a few examples of vacation with pay, a provision that has recently begun to appear in the agreements (see pp. 65, 113, 147, 150).

The more prominent agreements usually contain some reference to arbitration and forbid strikes and lockouts during the life of the agreement. Generally an arbitration board is created, consisting of an equal number of representatives from each side with a chairman appointed by the other members of the board. The decision of the board is always final and binding on both sides. Agreements containing full provisions relating to arbitration will be found on pages 17, 34, 38, 78, 128.

Many agreements contain apprenticeship provisions (see pp. 24, 27, 32, 53, 60). Under these an apprentice is articulated to a certain employer, is registered with the union, serves a stated length of time, and is admitted as a journeyman on passing an examination given by a committee of the union, frequently in conjunction with a committee representing the employers. The apprenticeship period varies from six months (see p. 8) to five years (see p. 106).

Outside of these five main provisions—union shop, wages, hours, arbitration, and apprentices—many matters appear in the various agreements, though not uniformly.

An important one is that of unemployment. Various attempts have been made to tide over the slack periods of work. The usual method in such circumstances has been to discharge the superfluous help and keep at work only as many as are needed (see p. 93), in which case the agreement generally provides that the older employees shall be retained and those with a shorter service shall be discharged first (see p. 89). Another method is to distribute the work as equally as possible (see pp. 67, 70, 80, 84), and a third is a system of unemployment insurance, which is perhaps more thoroughly worked out in the clothing industries than in others (see pp. 69, 78). Seniority is provided for in several agreements (see pp. 20, 100, 129, 150) especially in the

matter of discharges (see p. 94). The check-off is allowed in some agreements (see p. 100), and seems to exist in others (see pp. 45, 58).

Various provisions are inserted relative to the comfort and safety of employees (see pp. 50, 61). Satisfactory sanitary arrangements are to be provided with toilet, wash rooms, dressing rooms, and lockers (see pp. 7, 40, 72, 110). Establishments are to be kept in a clean and sanitary condition (see p. 7) and buildings are to be inclosed and heated in winter (see p. 50). Several agreements require employers to carry liability insurance (see pp. 29, 46) and observe the requirements of sanitary standards and safety codes (see pp. 46, 75, 95).

In those trades where a union label exists which can be placed on products its use is made compulsory (see pp. 9, 68, 75). A copy of a label agreement is given on page 15. In places where service exists, the use of a union card is frequently required (see pp. 13, 64, 83, 89).

Agreements are generally made for one year, though other periods of time are adopted, as two years (see pp. 51, 69, 73), three years (see pp. 58, 77, 124, 139), and five years (see p. 116). Agreements for more than a year contain a provision allowing the wage section to be revised yearly. Many agreements are indeterminate in length and may be revised at any time (see p. 92); others may be revised at yearly periods (see pp. 8, 72, 94).

The extracts here given are not a reprint of those that have appeared in the Labor Review, though several of the agreements printed in this bulletin have appeared also in the Labor Review. In the monthly publication the aim has been to show changes in agreements as they are made, unusual clauses that appear in several agreements and tend to show a trend in the labor movement, and extracts from agreements made in foreign countries. Probably the question of wages is the most vital one in the life of a union; hence the extracts given in the Labor Review almost invariably include the wages scheduled.

In this bulletin, however, the attempt has been made to give one agreement typical of each trade, followed by extracts from other agreements that seem to be worth noting. In general, wages are omitted.

## ACTORS

The Actors' Equity Association, composed of actors and performers, has two agreements, similar in terms, one with the Managers' Protective Association and one with independent proprietors not members of the association. The former agreement, dated May 12, 1924, to be in effect for 10 years, is discussed in Bulletin No. 393 (pp. 3-6).

The agreement made by the association with the managers' association in 1924 is given in full in Bulletin No. 402, Collective Bargaining by Actors, pages 73-84 and that made by the Chorus Equity Association on pages 94-102, of the same bulletin.

## AUTOMOBILE WORKERS

The United Automobile, Aircraft, and Vehicle Workers of America is a union composed of workers in the industries mentioned in its title. The union is industrial in character and includes all working on such vehicles—carpenters, painters, blacksmiths, electricians, and machinists.



Extracts from an agreement dated May 22, 1924, were printed in Bulletin No. 393 (pp. 6, 7).

## BAKERS

The Bakery and Confectionery Workers' International Union of America consists of bakers organized, generally, with one union in a city covering the various divisions of the craft—bread, cake, pie, pastry, cracker, candy, and ice-cream workers. In a few cities there are separate locals of candy, cracker, and ice-cream-cone workers. Where there are Italian, Pole, Scandinavian, Bohemian, or Hebrew bakeries in a city, and where bread is made according to formulas followed in the old countries, separate bakers' unions of such nationalities are often found. Salesmen generally affiliate with the teamsters' union.

In a few cities bakeries are divided into machine shops and hand shops, the difference between them being that in the former a mechanical dough divider, molder, or rounder is used. Workers in both classes of shops belong to the same union. They are generally divided into three classes, called dough mixers or spongers, ovenmen, and benchmen; or first, second, and third hands. Sometimes the first two classes are combined. Some shops have a foreman in addition.

The agreements, as a rule, are not lengthy. They are generally made for one year and expire on the last day of April. They usually call for a 48-hour week, with Saturday or Sunday as a rest day, a weekly payment of wages with no deduction for holidays, frequently forbid nightwork, and where it is allowed provide for an increased rate, and generally permit overtime only in cases of emergency and usually at the time-and-a-half rate. Generally, not more than one partner or one stockholder in a company or firm is allowed to work as a journeyman unless he is at the same time a member of the union. Foremen usually are not required to be members of the union. Provision is made for extra men or jobbers and also for helpers, who do laborers' work around the bakery. Some form of arbitration is frequently provided for.

The following extracts from the agreement of Local No. 85, Sacramento, Calif., made for one year from May 1, 1925, are illustrative of bakers' agreements in other respects:

**SECTION 2.** All vacancies and jobbing places in bakery establishments shall be filled by the secretary-business agent of the union. Any person of good moral character desiring to learn the baking trade and not having previously worked in the trade and having expressed a desire to become a member of the union shall be given a permit by the secretary-business agent of the union and shall at the expiration of two months make application to become a member of the union.

**Sec. 4.** All baking establishments must be clean and sanitary, baking equipment included. All persons in said establishments and under the jurisdiction of the union must under penalty maintain their personal cleanliness. The union agrees to and reserves the right to discipline and impose severe penalties on all members who in this regard injure and impair the public confidence to which the baking industry is entitled. The employer shall provide and maintain for the use and convenience of their employees sanitary dressing rooms, toilets, wash rooms, and clothes lockers.

**Sec. 6.** Six days or less shall constitute a week's work, and no employee under the jurisdiction of the union shall be permitted to work seven days per week. No steady working employee shall be allowed to work broken shifts or broken weeks of work as jobber where steadily employed. All wages must be paid weekly—Saturday to be pay day.

Sec. 9. After an apprentice has served six months at the trade he can make application to the union to take an examination in three shops as to his capabilities of earning a minimum of \$27 per week. In case he shall fail in said examination he can not make another application within six months.

Sec. 11. Six days or less shall constitute a week's work, except when a holiday occurs, when five days shall constitute a week's work.

Sec. 14. No employee under the jurisdiction of the union shall be allowed to start work before 3 o'clock a. m. or work after 9 o'clock, p. m. except dough mixers, and they shall not start before 10 o'clock p. m.; and it is further provided that the dough mixer shall be allowed to use such time as he may have (waiting for his doughs) to start making up sweet dough, etc., before 3 o'clock, a. m., but shall do no work on bread until after 3 o'clock, a. m. All men who start work before 5 a. m. shall receive \$3 more per week, including helpers.

Sec. 16. Overtime will be allowed when necessary, and the secretary-business agent must be immediately notified by the foreman of a crew about to work such overtime and must be paid for at the rate of time and one-half; also any part of an hour shall be paid for as a full hour, and not more than two hours will be allowed any one man during each working week.

Sec. 17. Jobbers are to be asked for through the office of the secretary-business agent on the day previous to the day needed.

Sec. 19. Employees will be allowed to work two hours overtime without pay for said two hours on days previous to holidays to be observed and no overtime shall be allowed on days previous to holidays not to be observed. Jobbers are only allowed to work eight hours.

The following extracts are from the agreement of Local No. 317, Concord, N. H., May 1, 1925:

ARTICLE 2. Eight hours shall constitute one day's or night's work; six working days or nights shall be considered one week. All overtime to be paid at the rate of time and one-half. The eight hours must be worked in ten. No member shall be compelled to work more than three hours overtime in one week.

ART. 7. No member shall be compelled to board with his employer.

ART. 9. A copy of this agreement shall be posted in a conspicuous place in each shop, and shall not be allowed to be torn down or defaced.

ART. 10. There shall be at least one man on nights where an apprentice is employed. Where more than five bakers are employed there may be two apprentices and they shall be instructed in all branches of the trade within the period of three years.

ART. 11. This agreement shall be in full force and effect from date of signing until April 30, 1926, and thereafter until a new agreement (the terms of which shall be retroactive from the above given date), has been consummated and signed; or this agreement has, upon notice, been canceled or terminated by the employer; or by the local union with the sanction of the Bakery and Confectionery Workers' International Union of America.

The following sections relating to apprentices and arbitration are found in the 1925 agreement of Local No. 26, Denver, Colo.:

5. One apprentice shall be allowed on each shift in any shop where one to four journeymen are employed, and one apprentice for each additional three men or fraction thereof employed on each shift. Apprentices shall be transferred from one line of work to the other, so as to enable him to learn the trade thoroughly. Apprentices shall be accepted only above the age of 17 years. It is further understood that apprentices shall work at the trade at least three years; and shall pass a practical examination in other shops than the one in which they work before being transferred to a journeyman baker.

10. No strike or lockout shall be called in any shop or factory. If any dispute shall arise between the employees and their employers an effort shall be made by the employer and the properly accredited officers or committee from Local No. 26 to adjust such differences; if such differences can not be adjusted by the employer within 24 hours, arbitrators shall be selected—two to be selected by the employer, two by the union, their officers or committee, and these four to agree on a fifth. When so chosen, the five shall constitute a board of arbitration, to which all differences shall be submitted; each party shall name its arbitrators within two days from the time it has been found impossible to settle the same in the manner heretofore stated. In case of failure of either party

to name its arbitrators within the required time the claim made by the respective party shall be deemed to be waived and forfeited to the other. The decision of the board of arbitration on any matter in dispute shall be final and binding upon employer and upon all members of the union.

The following articles relating to shop stewards and the business agent are taken from the agreement of Local No. 229, Altoona, Pa., May 1, 1925:

**ARTICLE 8.** A shop steward shall be elected in every shop, who shall have entire charge of all matters relating to trade rules of that shop. He shall give decisions in reference to disputes among members as to matters pertaining to union rules and to collect dues from members in arrears and perform such other duties properly a part of the office of shop steward. He shall not be hampered with or intimidated in the performance of his duties by any person in that shop, and the carrying out of his duties shall not jeopardize his position in that shop.

**ART. 9.** The business agent is not to interfere in the working of a shop, unless called upon by the shop steward. If this shop steward is unable to adjust a difficulty in reference to a question in dispute and the firm refuses to accept this decision, he shall report the matter to the business agent, who must call at the office of the bakery for conference and investigate in an effort to adjust the difficulty with the firm.

The following sections referring to members appear in the agreement of Local No. 21, of St. Paul, Minn., May 1, 1925:

**SECTION 2.** In case of scarcity of union bakers, helpers, or apprentices, which compels the employer to hire nonunion help, he agrees that if such help should refuse to join the union upon request of the representative of Bakers' Union No. 21 that he will discharge such nonunion help.

**SEC. 4.** Every member joining our union is compelled to go through an examination (by our board) to show his qualifications as a baker, his habits, and that he has no communicable or contagious disease. Helpers who wish to transfer must also get an examination.

The following article relating to stockholders is taken from the agreement of Local No. 208, St. Joseph, Mo., May 1, 1925:

**ARTICLE VI.** If a superintendent, foreman, or stockholder is doing any work in the shop he must be a member of Local Union No. 208; said stockholder owning less than 20 per cent of the stock must be a member of union, but have no voice in the meetings.

The following section relating to union labels is from the agreement of Local No. 14, Rochester, N. Y., May 1, 1925:

Ninth. The union label is the property of the Bakers and Confectionery Workers' International Union of America, and is granted to employers under following conditions:

The union label shall be placed on every loaf of bread weighing one-half pound or over. The loan of the union label (plain labels) is 8 cents, and the combination labels is 12 cents or more per thousand. Union label must be paid by delivery through the foreman of the bakery.

All bakeries where the union label is issued according to the agreement will be recognized as union bakeries.

The peculiarities of agreements with Hebrew bakeries are shown in the following extracts from the agreement of Local No. 453, Los Angeles, Calif., May 1, 1925, and of Local No. 87, Brooklyn, N. Y., April 15, 1925.

**SECTION 9.** The holidays under this agreement, shall be paid: First day of May (1 day); Feast of Weeks (2 days); Jewish New Year (2 days); Day of Atonement (1 day); Feast of Tabernacles (2 days); Feast of Laws (2 days); Labor Day (1 day).

No work shall be performed after 12 o'clock midnight, April 30, until 12 o'clock midnight May 1—full 24 hours must elapse before starting time.

**SEC. 11.** Every bakery must have a clock showing the correct time.

Sec. 12. Wages, in United States currency, must be paid as soon as the week's work is finished.

Sec. 18. No employee can be laid off only when his week is up, and by giving notice to the business agent.

Sec. 20. There shall be no change of starting time in the middle of the week; only in the beginning of the week and upon notification of the business agent, 10 hours' notice before starting time.

Sec. 21. No employee is allowed to come to the shop after his work is finished.

Sec. 23. Every union shop must carry compensation insurance.

Sec. 24. A man working over four hours shall constitute a day's work. [Agreement of Local No. 453 of Los Angeles, Calif.]

1. The party of the second part agrees to have his shop kept in a clean and sanitary condition; also to have the shop whitewashed at least once in every three months.

5. It is agreed and understood that in Zitzel bakeries containing 2 ovens a set of workers of 3 bench hands and 2 foremen are to produce not more than 7 ovens of bread, including a baker-out for 3 ovens of bread. In bakeries where on 2 ovens there are employed 2 bench hands and 2 foremen no more than 5 ovens of bread are to be produced. In Zitzel bakeries of 3 ovens, 3 bench hands and 1 foreman should produce not more than 5 ovens of bread. No oven of bread shall consist of any larger quantity than a dough made up of five 16-quart pails. If the employer needs more bread, then only 2 ovens of bread should be produced by 1 foreman and 1 bench hand.

6. It is further agreed that bakeries where rolls are baked, and where a set of 3 men is employed, no more than 1 oven of Zitzel bread is to be produced, and that oven shall consist of a quantity of dough not larger than five 16-quart pails. In case more than 1 oven of Zitzel bread is produced, then the same rules apply as provided in article 5 in this agreement.

7. It is further mutually agreed by and between the parties hereto that no work in the bakery shall be started by 1 man, and if the party of the second part is not employing more than 1 man then the second party himself shall replace the second man's work.

9. No baker shall be allowed to do any work in the bakery on Friday. No sponging, arranging flour in the bakery on Friday or after the regular working hours shall be allowed. In case one of the regular weekly workmen is sponging on Friday he shall be paid for a full day's work.

14. It is mutually agreed to stop all work in the bakeries of the party of the second part from the 30th day of April at 12 o'clock midnight until the first day of May at 12 o'clock midnight.

15. \* \* \* The party of the second part agrees to pay for the 10 legal holidays.

23. It is also further agreed that no sweepers or any nonunion helpers are to be allowed to do any work in the bakeries during the time the members of the union are working.

25. It is also mutually agreed that in the event of the second party working inside the bakery he shall not be allowed to work on the wagon outside, and vice versa.

26. Every boss must recognize a substitute for a steady man, which is sent by the local union, if capable.

27. In the event two partners are conducting a bakery, and both of them are bakers, only one of the said partners shall be permitted to work, and only on the same conditions as a member of the union. [Agreement of Local No. 87 of Brooklyn, N. Y.]

Extracts from the agreement of Polish Local No. 49, Chicago, Ill., May 29, 1925, follow:

5. Not to employ more than one third hand in each department, and not more than one apprentice boy for each establishment. No apprentice is allowed to work if there is a third hand working.

13. No journeyman or apprentice is allowed to work more than two hours overtime in any one week, excepting substitutes can not be gotten from the office, in that case overtime is to be, as far as practical, regulated according to rotation.

17. Bakery workers who are shareholders in a bakery concern may work in the bakery only when they retain their union membership.

19. If superintending foreman is doing journeyman baker's work he must be a member of the above-mentioned union.

25. All journeymen bakers must have their weekly day off on Saturday or Sunday.

## BARBERS

The agreements of the Journeymen Barbers' International Union of America are invariably made with individual proprietors. The fact that the proprietor usually works in the shop, that the journeymen barbers are virtually his helpers, and that both sell service instead of goods, causes the contract to be somewhat different from those made in other industries.

The hours are somewhat longer than in most other occupations. In general, barber shops are open from 7.30 or 8 o'clock in the morning to 7 or 8 o'clock in the evening. On Saturdays the closing hour is 9 or 10 o'clock. In some agreements the hour of opening and of closing is not mentioned, but the number of hours a barber may work daily is limited to  $8\frac{1}{2}$  or  $10\frac{1}{2}$ , but with 2 or 3 hours additional on Saturdays. The shop is to close at the hour prescribed in the agreement.

There are no overtime provisions. However, the practice is to attend to all who enter the shop previous to the closing hour. In some cities bona fide guests in hotels are permitted to be served out of hours.

Wages are on a commission basis, varying usually from 50 to 70 per cent, with a guaranty generally of from \$25 to \$30 a week for those working full time. The wages of journeymen are paid weekly and no deduction is made because of a holiday. Where one works less than the full week his wages are generally computed according to a different scale of guaranty or commission, designed to give him a wage considered fair under the circumstances. Methods of computation are also prescribed for extra hands who work evenings only or all day Saturday, the number of such extra hands being frequently limited to one in a shop.

Naturally there is no Saturday half holiday. Instead a half-day vacation each week is frequently allowed without loss of pay, the day to be designated by the proprietor of the shop and to be omitted in any week in which a holiday occurs.

The paying of wages to a certain extent in commissions causes the union to take a lively interest in the rate of charges to customers. A price list is therefore frequently prepared by the union and stated either in the agreement or its by-laws. A proprietor's failure to observe this list is considered a breach of the contract and renders the proprietor liable to a fine. Arbitration is rarely mentioned in the agreements except in a general way.

The following extracts showing hours and wages are from the agreement of Local No. 75, Portland, Oreg., July, 1925:

SECTION 1. Shops will open at 7.30 a. m. and close at 7 p. m., except Saturdays or days before holidays when shops are closed all day, the closing hours shall be 9 p. m.

SEC. 2. On [seven] stated holidays shops shall remain closed all day, except when they fall on Saturday or Monday, when working hours shall be from 8 a. m. to 12 o'clock noon.

SEC. 3. A workday shall consist of  $8\frac{1}{2}$  hours in any  $9\frac{1}{2}$  consecutive hours, except Saturdays or days before holidays when shops are closed all day when members may work 11 in 12 consecutive hours.

Sec. 4. The minimum wage shall be \$28 per week and 60 per cent over \$41.

Sec. 5. Extra men employed by the week shall not work to exceed 4¼ hours a day or 11 in 12 consecutive hours on Saturday. They shall receive a guaranty of \$2.10 a day, \$6.50 on Saturday and 60 per cent over \$22. No more than one extra man shall be employed in any union shop at a time.

Sec. 6. Members of the union who are employed a day or part of a day or part of a week shall receive not less than 65 per cent of their receipts up to \$41 and 60 per cent thereafter per day, with a guaranty of \$4.20 a day and the regular scale on Saturday.

Sec. 7. Saturday men and men working extra on days before holidays when shops are closed all day shall receive not less than \$6.50 and 60 per cent over \$9.50.

Sec. 9. Steady men laying off a day or part of a day or part of a week shall receive not less than 67 per cent of their receipts per day up to \$41 and 60 per cent thereafter of their receipts per day, with a guaranty of \$4.20 per day and the regular guaranty on Saturday.

Sec. 12. No member of Local 75 shall work on another customer after his 8½ hours, except those whose 9½ hours expire at the closing hours, who shall serve all patrons entering before the closing hours.

Sec. 13. Upon application the executive board of Local 75 shall have the power to grant hotel shops the privilege to work no more than two chairs on holidays from 8 a. m. to 12 o'clock noon, when shops are closed all day. The front blinds to be drawn and only the traveling public to be accommodated.

Similar conditions are shown in the following extracts from the agreement of Local No. 129, Cleveland, Ohio, April 1, 1925.

SECTION 1. Journeymen shall not work more than 9½ consecutive hours of any one day, except on Saturday, when they shall not work more than 11½ consecutive hours; days before legal holidays mentioned in section 7 of this agreement shall be considered as Saturday.

Sec. 2. Journeymen shall have one-half day off duty each week, commencing at 12 o'clock noon, and he is not to report for duty until the following morning; when off duty on account of a legal holiday, he is not to take any other time off that week.

Sec. 3. Meal hours shall be 1½ hours each day, provided for according to shop rules.

Sec. 4. Journeymen shall not be required to contribute any part of their wages toward any supplies in a shop, except bench tools and uniforms.

Sec. 5. Journeymen conducting one-chair shops shall comply with all the working conditions in this agreement, except that they shall not be required to take one-half day off duty each week.

Sec. 6, ART. 1. The wages of a journeyman shall be a guaranty of \$28 not less, and 60 per cent over and above \$38 of his receipts for a full week's work.

ART. 7. The wages of a journeyman barber who is employed for evenings and Saturdays shall be 70 per cent of his receipts, with a guaranty of \$2 for each evening, and 70 per cent of his receipts with a guaranty of \$10 for Saturday; for a full week evenings and Saturdays, the wages shall be a guaranty of \$20 and 60 per cent over \$26 of his receipts, the days before legal holidays \* \* \* shall be considered the same as Saturday, the evening man to start work at 4 p. m.

Sec. 7. Journeymen shall not work on [six stated] legal holidays, but shall work until 9 p. m. the night before, and if any of the holidays fall on Sunday and celebrated on Monday the journeymen shall not work on that day.

The following extracts are from the agreement of Local No. 657, Brooklyn, N. Y., for 1925:

Fourth. \* \* \* The week's work shall consist of five and one-half days. A legal holiday shall count as one day's work. One hour for dinner, and one-half hour for supper daily.

Fifth. The employer agrees to close his barber shop and refuse the admittance of any customer to be attended after the closing hours as mentioned in the above paragraph four, and agrees to permit the members of our union working in the barber shop to turn off all lights in the windows and poles, to lock the doors, and refuse the entering of any patron after closing hours.

Any barber shop running, operating, or managing a beauty parlor in rear or some other place connected with the barber shop must close the beauty parlor at the same time and hour as the barber shop.

Sixth. That the employer hereby agrees to discharge any and all of his help at any time upon the request of the union.

Apprentices are barely mentioned in the agreements, as in the following extract from the agreement of Local No. 16, Saginaw, Mich., February 1, 1925:

SECTION 1. Proprietors of barber shops shall display the union-shop card, and employ members of the union of the J. B. I. U. of A. having a permit from the secretary or who can show a paid-up due book, and not employ more than one apprentice, who shall first be registered with the union.

The following extracts are from Article XX of the by-laws of Local No. 240, Lancaster, Pa., approved July 3, 1925:

No. 2. No union-shop card shall be displayed where nonunion men are employed.

No. 4. In case a nonunion man is employed in a union shop he shall sign an application for membership and pay one-half of the initiation or readmission fee before going to work in a union shop.

No. 5. Any union shop keeping open longer hours or charging prices below the union scale shall not be entitled to the shop card.

No. 6. Union shops shall not open earlier than 7.30 a. m. nor close later than 7.30 p. m., except Saturdays, open 7.30 a. m. and close 8.30 p. m., and all holidays the night before to close at 8.30 p. m.

No. 7. If any proprietor of a union shop desires a man he can send a postal card to the secretary-treasurer, who will notify said proprietor or employer if any member is out of work. Proprietors of union shops who may change their help shall notify the secretary-treasurer by a postal card of that fact at once.

No. 9. Not more than one apprentice shall be allowed in a union shop. Any registered apprentice leaving a union shop without just cause shall be referred to the executive board and until adjusted he shall not be employed in a union shop. Any employer employing such an apprentice shall be dealt with as hereinafter provided for.

## BILLPOSTERS

The following extracts from the agreement made by Local No. 15, Springfield, Mass., September 1, 1925, of the International Alliance of Billposters and Billers of the United States and Canada relate to theaters:

1. It is hereby agreed that the party of the first part shall furnish an advertising agent, bill poster, and biller in any theater and moving-picture house doing advertising which shall come under the jurisdiction of Local No. 15, International Alliance of Billposters and Billers of the United States and Canada.

2. It is hereby agreed that all theaters and moving-picture houses advertising in any manner, shape, or form outside of the theater, or in the interior of the house, such as posters, photos, paper advertising signs, or any kind of advertising shall employ an advertising agent to perform this work, and it is hereby further agreed by the party of the first part and the party of the second part that they cannot have any advertising company perform this work which it shall be the duty of the advertising agent to perform and he shall be a man furnished by the business agent of Local No. 15.

3. It is further agreed that the advertising agent \* \* \* shall give the manager or his employer two weeks' notice on his leaving his position, and it is agreed that the party of the second part will give his agent two weeks' notice in the event of his making a change. The agent shall not work more than eight hours per day. The time spent in changing the house shall be deducted when convenient for the agent to do so. In the event of the party of the second part wanting extra men he shall notify his agent and it will be his duty to apply to the business agent of Local No. 15 for same. \* \* \*

4. In the event of the agent not performing his duties, it shall be the duty of the manager to notify the business agent to that effect and the party of the first part shall have the right to remove the agent that does not live up to the rules

and requirements of said organization. Party of the second part shall furnish the necessary evidence for advertising agent's removal.

5. No advertising agent is to perform any other duties other than those of advertising agent without the sanction of Local No. 15.

6. Biller's work must be completed for the day or week before stopping; no outside jobs to be taken during working hours, except with the written consent of the manager.

8. This local being a member of the Theatrical Federation of Massachusetts, nothing in this contract shall be so constructed [construed] as to affect their prior obligation to the constitution and by-laws of said federation.

The following extracts from the agreement made by Local No. 53, Dayton, Ohio, October 3, 1925, relate to billposters:

2. It is further agreed that the employers shall make no discrimination in men employed, and every wagon shall have a wagon boss.

5. It is further agreed that 8 hours and 40 minutes shall constitute a day's work, and with a total of 48 hours per week of 5½ days, which said hours shall be as follows:

From 7 a. m. to 11 a. m. and from 12 noon to 4.40 p. m. except on Saturdays, when the working hours shall be from 7 a. m. to 11.40 a. m., this total to constitute a full week's work. All wagons are to stay out on the routes at the noon hour when necessary. Men employed on country routes shall receive 75 cents for each meal and \$1.50 for lodging where necessary. Men not in from the country routes by 6.30 p. m. are to receive 75 cents for supper meal.

6. It is further agreed and the union concedes to the said — its rights to do any and all kinds of billposting work of every kind, name, and nature whatever, wherever, and in what manner it may so desire. The union and its members shall protect and keep harmless to the best of their ability at all times all paper posted for or on the boards of the said —, and said employees shall perform other and further duties as is necessary and incident to said billposting business so long as such duties do not conflict with the jurisdiction of any other union. It is further agreed that the employees are to keep the ground and walks in front of the billboards clean and in good shape to the best of their ability.

7. It is further agreed that the superintendent of the employers need not be a member of the union. It is understood and agreed that the employers have the right to employ nonunion employees to work about the plant, but in no case must such employees post or assist in posting any paper for or on the boards of the said employers.

10. It is further agreed and understood that in the conduct of their business, the said — shall have the right to employ as many or as few men as the exigencies of their business demand, and are also allowed one apprentice for every four billposters employed.

## BREWERY WORKERS

The International Union of United Brewery, Flour, Cereal, and Soft Drink Workers of America has jurisdiction over malt, grain elevator, yeast, vinegar, alcohol, wine, cider, cereal beverage, and mineral-water workers, and includes those engaged in manufacturing, bottling, and handling beverages. The union claims jurisdiction over the engineers, firemen, coopers, teamsters, chauffeurs, stablemen, and helpers around the brewery. A union may include workers in all the various lines here enumerated, but in cities where the industry is large separate locals of workers in each line of the work are often formed. The engineers and firemen, often with oilers, icemen, and laborers, form locals of their own. Beer drivers are grouped with bottlers, but soft drink drivers belong to the teamsters' union.

The agreements are generally made between local unions, or joint executive boards in the larger cities, and individual employers. The agreements cover the various workers of the local—as brewers, shippers, engineers, firemen, bottlers—and their conditions of work vary.



Generally a closed shop is called for. The 48-hour week is common. All holidays mentioned in the agreement are paid for. The overtime and Sunday rate is usually time and a half. When foremen or chief engineers are not members of the union they are not allowed to do journeymen's work. All other employees, except the office force, are generally required to be members of the union.

A form agreement prepared by the international union and generally in use by the locals is as follows:

SECTION 1. Only good-standing members of Local Union No. — of the International Union of United Brewery, Flour, Cereal, and Soft Drink Workers of America, shall be employed by the undersigned firms in the various departments covered by this agreement. When help is needed the secretary of Local Union No. — shall be notified.

SEC. 2. The employer may discharge any employee for dishonesty, willful neglect, or refusal to perform duties, or for violation of the provisions of this agreement.

SEC. 3. Employees shall be granted leave of absence for committee work in the interest of the union. Such committee work shall be no cause for discrimination.

SEC. 4. In case of sickness an employee shall receive his former position after recovery.

SEC. 5. Should dullness in business require a reduction in the working force all employees may be laid off in an impartial manner in rotation for not less than one day nor more than one week at a time.

SEC. 6. A workday shall consist of eight consecutive hours interrupted by one hour for meals. Six days shall constitute a week's work.

SEC. 7. Decoration Day, the Fourth of July, Labor Day, general election days, Thanksgiving Day, Christmas Day, and New Year's Day shall be considered holidays.

SEC. 8. All overtime and work performed on Sundays and holidays shall be paid for at the rate of time and one-half time.

SEC. 9. Wages shall be paid weekly.

SEC. 10. In case of differences between employer and employees, an attempt shall be made by the secretary of the union to settle such differences with the employer. If not adjusted satisfactorily, in this way, the matter shall be submitted to an arbitration board, constituted in the following way: Two members to be chosen by the local union and two by the employer. Should these four arbitrators fail to agree, they shall select an impartial person as a fifth arbitrator. The majority decision of these arbitrators shall be binding upon both parties to this agreement.

SEC. 11. This agreement shall go into effect on — 19—, and remain in force until — 19—. At least 30 days prior to the expiration of this agreement notice must be given by either party desiring any changes in this agreement.

The combination label agreement is as follows:

First. That in consideration of the employment agreement in existence between the undersigned firm and Local Union No. — of the International Union of United Brewery, Flour, Cereal, and Soft Drink Workers of America, the international union agrees to furnish the union label as long as the employment agreement is in force and existence. The union label may be used on sacks, barrels, or packages containing union-made flour on which the firm may see fit to use said label.

Second. In case of termination of the employment agreement by lapse of time, or in case of violation of its terms or of this label agreement, when no new agreement can be consummated, or the differences adjusted, the undersigned firm agrees, on demand of the international union or its duly authorized local representatives, to at once discontinue the use of the union label and surrender the cut and property rights in said label to the International Union of the United Brewery, Flour, Cereal, and Soft Drink Workers of America.

Third. In no case shall the local or International Union of United Brewery, Flour, Cereal, and Soft Drink Workers be required to refund any money for such unused barrels, sacks, or other packages used by the undersigned firm to distribute its product on which the union label appears.

Extracts from a long agreement of Local No. 163, Wilkes-Barre, Pa., with the Stegmaier Brewing Co., March 16, 1925, follow, showing several matters not previously referred to.

ARTICLE I, SECTION 2. Foremen, shipping clerks, Sternewirth men, patrolmen, or other men who perform no manual labor, and workmen not classified in this contract, need not be union men.

ART. II, SEC. 2. No employer need engage, except at his option, a former employee or a workman who has lost his former position by reason of discharge for drunkenness, disorderly conduct, dishonesty, quitting his former position without the required notice, or who has been repeatedly discharged by other proprietors for cause.

ART. III, SEC. 1. Employees must, when sick, if possible, give immediate notice to their respective foreman. Such notice shall be given within 12 hours, and when able to return to work a similar notice not less than one day in advance.

SEC. 3. Temporary help for the filling of positions, caused by sickness or other causes, may be nonunion, provided no union man can be had. If a union man is selected for such position, when the necessity for such service has expired he may be laid off without notice.

ART. IV, SEC. 1. Whenever the employer feels it necessary, the workmen may be laid off impartially for not less than one day at a time.

SEC. 2. The employer shall have the right to lay the men off in rotation, to close down one or more departments, or the entire plant, as long as the system of layoff be impartial.

ART. V, SEC. 1. During busy periods, from April 1 to October 1, and two weeks prior to election days, Thanksgiving Day, two Christmas Days, New Year's Day, and two Easter Days, temporary help may be employed. Should the union be unable to furnish union men, the employer may engage nonunion men, as long as such employment does not cause any layoff of the union men unless permit-card man is temporarily filling a union man's position.

Permit-card men shall receive the union scale of wages, and if transferred to higher position for a period longer than a half day shall receive the scale of wages covering such position for the period employed at such position.

ART. VI, SEC. 1. Employees absenting themselves from duty, except on account of illness or justifiable cause, without permission of foreman, or infraction of employer's rules shall be cause for suspension of not more than one week.

SEC. 3. Two suspensions, carelessness, neglect of duty, disregard of employer, superintendent, foreman, or any recognized man in authority, incompetency, refusing to pay honestly contracted bills, drivers neglecting to pick up empty packages, after being twice notified, and an excessive amount of packages found with customers they serve are sufficient cause for discharge.

SEC. 4. Drunkenness, disorderly conduct on brewery, or bottling, or agency premises, and dishonesty shall be cause for discharge without notice.

ART. VII, SEC. 4. Beverages shall be furnished the employees free of charge, and shall be regulated by the employer. They shall also keep good drinking water in convenient places.

SEC. 5. Union-made malt and kegs shall be used.

SEC. 6. Building or remodeling of buildings on brewery premises shall preferably be done by union men, provided union men of the respective crafts can be obtained from the locality where such work is to be done.

SEC. 15. Employees will not be allowed to haul ice, ashes, furniture, or other supplies for anybody but their employers.

SEC. 21. In the employment of drivers or chauffeurs for motor trucks only such men as are thoroughly experienced and can make ordinary running repairs shall be employed; but present employees shall be given a fair opportunity at learning. They must hold paid drivers' licenses issued by the State highway department and must be subject to an examination and test run.

ART. VIII, SEC. 2. Laborers doing brewery work not otherwise classified, if position is permanent, must be union men. Laborers shall be permitted to haul ashes, unload coal, etc. Such men who do part work need not be union men.

SEC. 3. Only one apprentice shall be allowed to every 15 inside men or fraction thereof. An apprentice shall not be under 18 or over 21. His apprenticeship shall be two years in one and the same plant, and he must be a member of the union. He shall be advanced every six months to the various branches of the trade.

ART. IX, SEC. 4. Firemen shall not fire more than four boilers.

SEC. 9. Breweries are not required to employ ash men, unless in their judgment they think it necessary. But if an ash man is employed he must be a member of the union, and his hours shall be whenever there are ashes to take out, and at no other time, but he shall not work more than 8 hours in 24. When eight hours are demanded he may do labor or other work. When ashes are always on hand he shall work nine consecutive hours, including one hour for dinner. Six days shall constitute a week.

ART. XI, SEC. 1. Icemen must be members of the union and shall be under the same regulations as the brewery workers; however, they shall work eight consecutive hours per day. Six days per week.

ART. XIII, SEC. 8. Should a driver have finished his route previous to 5 o'clock he shall not be required to go out again unless he can return to loading point within the nine-hour period, except Saturday or day preceding a holiday, and on such days no driver shall be out after 7 o'clock p. m., except made necessary by driver's neglect.

SEC. 11. In breweries or agencies, when less than 12 horses are kept, drivers must do stablemen's work. They shall, however, receive double the hourly rate for care of horses, etc., for Sunday, holiday, lay-off day work.

SEC. 12. Harness, horses, and auto trucks and wagons shall be cleaned on company's time, when directed, but not on Sunday.

ART. XIV, SEC. 1. [Seven named days] shall be considered holidays, with full pay, for all employees except engineers, firemen, watchmen, and stablemen, and work done on these days shall be paid an extra day's pay.

Extracts from the agreement between the Corn Product Plant of Anheuser-Busch (Inc.) and Locals No. 6, 43, 187, 246, and 279, St. Louis, Mo., November 1, 1925, relative to arbitration follow:

ARTICLE X. In case of disagreement as to the interpretation and application of any article of this contract arising between the employer and the five unions set out above, parties to this contract, an attempt at settlement shall first be made between the secretary of the union and an authorized representative of the employer. In the event that no satisfactory adjustment of the differences can be made by the representatives of the union and the employer, the complainant, whether it be the union or the employer, shall submit its case in writing, setting forth fully the cause of the disagreement and the circumstances relating thereto. In all disagreements arising the complainant shall refer specifically to the article of the contract under which the disagreement arose. A copy of this written complaint shall be filed with the secretary of the union or employer, as the case may be. The written complaint and answer thereto shall be submitted to a board of conciliation, which shall consist of three members and four alternates to be selected by employers and three members and four alternates to be selected by the union. The written complaint and answer shall form the basis of all hearings before the board of conciliation, which shall preserve a complete record of all its proceedings. Members and alternates of the board of conciliation shall serve for one year and until their successors are appointed. The board shall meet every two weeks when there is business before it, or more often by mutual agreement, to consider all disagreements presented, as herein provided. Four members of the board, equally divided, shall constitute a quorum. A majority vote on all questions shall be binding on the board.

The board of conciliation is authorized to make rules and regulations for the proper and orderly conduct of its members.

If the board of conciliation fails to arrive at a satisfactory settlement of the disagreement presented to it, then either the union or the employer may demand arbitration. The board of arbitration shall consist of two members of the union and two representatives selected by the employer. In case of a disagreement the four arbitrators thus selected shall agree upon a fifth, who shall be a disinterested party, out of the trade or union. Each side shall pay fees for its own arbitrators. A stenographer may be employed by either party. When both sides use the transcript made by the stenographer the expense shall be borne equally, otherwise the expense shall be borne by the side employing the stenographer.

All complaints and answers shall be submitted in writing, and arbitration shall be confined to the subject in dispute. The written records of the arbitration shall contain the complaint filed, the answer filed, names of witnesses and the decision of the arbitrators and his reasons supporting the decision rendered. The arbitrators shall meet at an agreed place within the city of St. Louis for the purpose of completing the organization within one week after written request

is made for arbitration. Arbitration shall be completed within 14 days. Should either side fail to comply with the request for arbitration within the specified time, the side so failing shall forfeit its case.

Pending arbitration work shall proceed under this agreement and the written decision of a majority of the board of arbitration shall be final and binding on both parties.

Employees shall not cease work, walk out, strike, or engage in a shop strike, during negotiations for a settlement of differences while arrangements are being made for conciliation, or arbitration, or upon the conclusion and decision of the board of conciliation, or board of arbitration.

Extracts from the agreement of Local No. 161, of New Orleans, La., and the Jackson Brewing Co., February 1, 1925, follow:

SECTION 9. One apprentice is allowed in any single brewery and two where more than 10 brewery workers are employed in any single brewery. At the time of their employment the apprentice or apprentices must be not less than 17 and not more than 21 years of age. The apprentice is to be instructed in all brewery crafts within a period of two years from his employment. His wages shall not be less than \$13 per week for the first year and \$15 per week for the second year. He must become a member of the party of the second part within four weeks from date of his employment.

SEC. 12. No member shall be compelled to varnish without safety apparatus, and no member shall be compelled to pile full half barrels three high without assistance. Where racking machines are used that put out over 60 barrels an hour 2 men shall do the piling up.

Extracts from the agreement of Local No. 215 with the same company and of the same date follow:

SECTION 3. Drivers shall not be required to make delivery of or collect monthly statements; their collection shall be confined to daily sales and all other sales except those on monthly accounts.

SEC. 5. Drivers shall be required to telephone at least three times daily to their respective brewery between the hours of 9 a. m. and 4 p. m. to receive instructions, if any, to make delivery to customers within their respective territory. If orders are received after hours named above, delivery shall be left over until the following day and delivery made by driver, reserving to the brewery the right to make delivery instanter. Where delivery orders are phoned to the driver and he fails to make delivery no commission will be allowed on such sales.

SEC. 8 \* \* \* Route and extra drivers shall make such extra trips on Saturdays as may be required of them by the party of the first part, and the day previous to the above holiday, for which work they shall receive no pay.

SEC. 10. The party of the first part shall have the right to hire and discharge and in the exercise of this right hiring and discharging by party of the first part shall be final and not subject to discussion or arbitration.

SEC. 15. A fidelity bond of not less than \$250 shall be furnished, if required, to the party of the first part by any or all drivers for the faithful performance of their duties. Party of the first part to pay the premium on same.

Agreements with similar provisions are also made by the international union with individual yeast companies that operate plants in several cities. Each plant arranges its own wage scale with its employees.

## BRICK AND CLAY WORKERS

Locals of the United Brick and Clay Workers of America are to be found mainly in the Middle West. The union is industrial in character and comprises within its membership all who work in and around the yards, except foremen, superintendents, chief engineers, shipping clerks, and the office force. The agreements generally provide for a closed shop, an eight or nine hour day, with exceptions for certain men, and overtime rates.

The following provisions are taken from the agreement of Local No. 116, Danville, Ill., with the Western Brick Co. of Danville for the year 1925:

**SECTION 1.** The United Brick and Clay Workers of America, a national organization, are a party to this contract and indorse all of its provisions, and no change in the affiliations shall be made by the second party without securing the consent of the first party. Nor shall the constitution and by-laws be in any way changed so they will conflict with this agreement, and if they now conflict they shall be changed to conform.

One of the conditions in the making of this contract is the recognition by both parties of the local union that under no conditions can a strike be called until an investigation of both sides of the controversy has been made by a national officer and his consent secured.

**Sec. 3.** \* \* \* No new man shall be asked or required to join the union until he shall have worked on the yard proper in processes connected with the actual manufacture of brick at least 18 days. At the expiration of which time the party of the first part agrees to remove man unless he joins the above union.

Immediately before presenting to the local a man's application, either for new membership or reinstatement, the steward shall ascertain from the properly designated parties whether the man is satisfactory to the company or not, and if not, his application shall be refused.

At no time and under no conditions shall the union or its members interfere with or have any jurisdiction whatever over men engaged in construction work; any grading; the delivering of the products; in taking out or stripping coal; in any hauling whether coal or brick; or in any other than the actual process of making brick.

It is agreed that the union shall have jurisdiction over drivers of carts engaged in cleaning the yard.

**Sec. 4.** Under no circumstances shall the second party, nor any of its members, try to determine when the yards shall be shut down, nor shall any excuses be resorted to for shutting down the yards. The yards and all of their departments shall be operated on every day that the manufacturers determine to operate them.

The first party agrees to supply raincoats \* \* \* and will endeavor to supply satisfactory clothing for wheelers to wheel in bad weather.

This clause is the basic principle of this agreement, and in case any individual gang, or group of men leave their work without permission from the foreman, except in cases of sickness or emergency, they shall be considered as having permanently quit their job. In instances where foreman and individual or gang shall disagree, the matter shall be taken up in the regular way with the grievance committee, work to be continued until the matter is settled.

**Sec. 5.** Work performed on Sunday or Decoration Day, Fourth of July, Labor Day, Thanksgiving, and Christmas shall be paid for at double time, and all actual clock overtime as time and one-half, except in cases of burners and all weekly men, and except in cases of actual necessity, when, for the proper running of the plants, repairs must be made or any other work which must be performed which can not be done when the plants are in operation; such work shall be done before or after the regular hours established or on Sundays or holidays and shall be paid for at the regular rates.

Eight clock hours on Saturday and eight and one-half clock hours on the five other working days shall be the maximum day's work when necessary to make the quantity desired by the first party. If the men are kept overtime, except as above noted, time and one-half shall be paid.

It is expressly understood that the quantity to be manufactured shall be absolutely determined by the first party, and that the second party shall in every way help the first party increase the production of the plants, and that all men, except as noted otherwise, shall be paid according to the amount of work done.

**Sec. 6.** A yard committee of three members for each yard shall be appointed by the local union, who shall hear complaints and grievances of all kinds, and if they find them well founded they shall endeavor to adjust the same with the general manager or his designated representative, and may call in the president of the local union to aid them. Failing in this, the matter in dispute shall be left to the decision of one man who is to be agreed upon as umpire in all disputes, and his decision shall be final and binding upon all parties.

It is understood that the evidence in disputed cases shall be submitted to the umpire within two days and his decision rendered in three days unless unavoid-

ably delayed. This umpire shall be selected by the parties signing this agreement within three days from its signature, and he shall serve in that capacity during the life of this agreement, unless a change of occupation shall render him unfit for the fair discharge of these duties, in which case, or in case of death or resignation, another man shall be chosen within five days.

SEC. 7. A man shall be immediately discharged without notice and without right of grievance for fighting, drunkenness, neglect of duty, gross carelessness, or for intentional damage to product or property.

Other men not satisfactory to the company for any reason shall be discharged without right of grievance (except no man can be discharged because of his activity in union affairs) upon five days' notice and after an investigation by either the general manager or secretary of the company, provided a warning in writing has been given him and his grievance committee of a previous offense.

SEC. 8. \* \* \* In each department seniority is recognized as follows:

In filling permanent vacancies the oldest man is given preference where the vacancy pays more money; temporary vacancies are to be filled by the first extra man. If a man wants to change jobs with another man, or fill a vacancy which pays less money, it will be entirely at the foreman's discretion whether he allows the man to change or not, except that the company will recognize any partiality shown as a legitimate cause for grievance.

It is distinctly understood, however, that [certain named] jobs are not to be filled by using seniority in any way.

SEC. 10. It is the understanding that in all departments in filling future vacancies that the oldest man shall have the preference where the job pays more money.

Runners will be paid only for the days they work. No pay for holidays.

\* \* \* When it is necessary for locomotive engineers to run Sundays or holidays they are to be paid for their time at the regular rate per hour.

SEC. 13. \* \* \* In no event shall a strike be called by the party of the second part until the party of the first part shall have had an opportunity to present their side of the controversy to the men, and thereafter not until two-thirds of the entire membership of the organization shall have declared itself in favor of a strike by secret ballot.

## BROOM MAKERS

Members of the International Broom and Whisk Makers' Union of America are generally employed on a piece basis. Their wage varies with the weight, size, and character of the article made. The international organization prepares a contract relating to the use of the union label. This label contract, with a scale of wages attached, is generally the only agreement entered into by unions with their employers. The essential provisions of the label contract, with extracts showing the conditions attached to wage schedules, were printed in Bulletin No. 393 (p. 17).

## BUILDING TRADES

Each of the crafts ordinarily grouped under the term "building trades" makes agreements with its employers according to its own rules and customs. In several cities, however, it is customary for these agreements to be approved by a body representing the trades collectively, and also for the allied body to issue statements showing the rates of wages in the various allied trades. In a few cities agreements are made by the building trades council with bodies representing the builders. These agreements generally relate to preventing or arbitrating disputes between employers and employees. The more important parts of one made between the joint conference board of the Building Construction Employers' Association and the Chicago Building Trades Council for three years from April 1, 1923, appeared in Bulletin No. 393 (pp. 18, 19).

The agreements of local unions in the building trades show uniformity in many directions. In general, they are made for one year, and provide for a union shop; an eight-hour day with Saturday half holiday; overtime permitted only when unavoidable; overtime rates generally of double time, though occasionally time and a half, and double time for Saturday afternoons, Sundays, and holidays; entire prohibition of work on Labor Day; board when on out-of-town jobs; free transportation to and from work when the cost of same is more than one street-car fare; permission for men incapacitated by age or physical infirmity to work for less than the scale; weekly payments, often stating the day and even hour of payment; payment for at least two hours' work in cases where the men report for work and find none; immediate payment in case of discharge; free drinking water; suitable room and lockers for tools and clothing; no stoppage of work or sympathetic strikes; the foreman to be the agent or representative of the employer; the actual hour of beginning and of ending each workday with the time allowed for lunch; and the business agent to be permitted at will to enter and examine cards and settle differences. Generally but one member of a firm or corporation is allowed to work at the trade. Where two or three shifts are used overtime rates apply unless such shifts work at least four days a week. Some method of arbitration is often mentioned, generally with two or three to represent each side and an umpire when necessary.

#### ASBESTOS WORKERS

The International Association of Heat and Frost Insulators and Asbestos Workers comprises persons engaged in the application, installation, and erection of heat or frost insulation and the handling or distributing of insulating materials.

One general form of agreement, varying only in details, is in use by many of the locals. The area covered by an agreement includes the city where made and extends several (25 to 75) miles from the city hall in every direction.

Generally but one improver, who receives about two-thirds a mechanic's pay, is allowed to each mechanic employed, and he is allowed to work only in company with a mechanic. Improvers serve four years before being allowed to take a mechanic's examination. When work is allowed to be done on Labor Day triple pay is required.

Extracts from the three-year agreement of Local No. 6, Boston, Mass., April 28, 1925, with the Boston Asbestos Manufacturers' Association, relating to territory, travel, arbitration board, and expiration of contract, are as follows:

ARTICLE II. \* \* \* On January 1, 1926, any request for an increase in wages for the second year by the party of the second part shall be determined by arbitration.

On January 1, 1927, any request for an increase in wages for the third year by the party of the second part shall be determined by arbitration.

ART. III. It is agreed that the provisions of this agreement shall be binding upon each and every member of the Boston Asbestos Manufacturers' Association individually and as members of said association, and upon each and every member of Local No. 6 individually and as members of said union, within a 30-mile radius of Boston railroad terminals, and without a 25-mile radius of Providence railroad terminal.

(A) The recognized territory covered by Local No. 6 shall consist of all that territory which is in a radius of 30 miles from the Boston railroad terminals. Rand & McNally's new official railroad map shall be considered the official map of the trade. All places on said map touched and intersected by radius circle shall be considered in the territory, and in such cases the entire town or city limits of such places shall be considered within the territory except without a 25-mile radius of Providence railroad terminal. On operations outside of chartered territory the nearest local union is to be given preference in the supplying of labor.

(B) No more than two members (mechanic and improver) from any local union can work on any one operation of any one employer within the chartered jurisdiction of another local union, unless the latter fails to supply sufficient men. Such members must conform to the established rules governing the local in whose jurisdiction they may work, and must notify nearest local business agent when starting to work on such job.

(C) Local unions can grant resident membership to asbestos workers who reside and operate in territory without chartered jurisdiction until resident membership reaches seven, when a charter may be granted such resident members by the International Association of Heat and Frost Insulators and Asbestos Workers. All registered resident members shall be governed by the law relating to travel, time, board, wages, and conditions as understood by local working autonomy.

ART. IX. Members of Local No. 6 shall be at a point 30 minutes' travel time from the shop employing them at 8 a. m. and 5 p. m. Day travel beyond said point shall be paid for during "regular" working hours. Night travel shall be paid for at single time; except in cases where berth is provided, when no traveling time shall be paid.

ART. XIII, SECTION 1. There shall be a trade board, consisting of three master felters and three members of Local No. 6, and said trade board shall have the right to investigate all labor operations of the parties to this agreement within its prescribed limits, so far as any of the provisions of this agreement are involved in connection with which any question may arise, and for this purpose shall have the right to summon, question, and examine any party to this agreement or their representatives or agents.

SEC. 2. In case of any dispute arising, notice must be given in writing to the secretary of the trade board by the aggrieved party within two days.

SEC. 3. The board shall be governed by the following by-laws:

(a) Meetings may be held quarterly in January, April, July, and October.

(b) Special meetings may be called by the chairman of the trade board on written request from either side, stating the object for which the meeting is to be called, but no matters shall be discussed at special meetings except those designated in said written request.

(c) Four shall constitute a quorum, two men from each side; neither side shall cast more ballots than the other.

(d) The vote on all questions of violations of this agreement shall be by secret ballot.

(e) It shall require a majority vote to carry any question.

(f) The trade board shall have the power to impose fines or other penalties where agreed by vote, as above provided for, if any of the articles of this agreement have been violated by either party to the same. Such fines or penalties shall be imposed against either party of the first part or party of the second part, as the case may be, and the trade board shall see to it that any fines or penalties so imposed are satisfied, and the disposition of moneys so collected shall be decided by the trade board.

ART. XVI. The party of the first part agrees to have all of its work in the application of all pipe and boiler coverings, and insulation of all hot surfaces, and ducts and flues, etc., also the covering of all cold piping and circular tanks connected with the same, within the territory as defined by Article III, executed by good-standing members of Local No. 6. This is to include all alterations and repairing of work similar to the above, and the use of all materials for the purpose mentioned.

The following provisions are taken from the agreement of Local No. 14, Philadelphia, Pa., Jan. 1, 1925.

ARTICLE XIV. Local No. 14 shall maintain an office, with telephone connection, and a business agent shall be there each week day from 8 to 9.30 a. m., and from 3 to 5 p. m. to answer inquiries and provide necessary service to the trade.



ART. XV. Local No. 14 agrees there shall be no limitations or restrictions placed upon the individual working effort of its membership.

### BRICKLAYERS

The Bricklayers, Masons, and Plasterers' International Union of America includes bricklayers, marble and stone masons, and ceramic, mosaic, and encaustic tile layers.

In addition to the agreements made locally, the national organization makes national agreements with individual employers and certain national associations. Extracts from the general national agreement with contractors, the agreement with the Tile and Mantel Contractors' Association, and the agreement with the National Association of Marble Dealers were printed in Bulletin No. 393 (pp. 21-24).

The local unions are variously organized. In the small places they include workers in all branches of the trade; in the larger cities each branch is often separately organized. The agreements are generally made with contractors' associations for one year.

Local No. 21, Chicago, made an independent joint arbitration agreement, April 7, 1925, with the Associated Builders of Chicago and with the Illinois Fireproofing Manufacturers' and Contractors' Association of Chicago, which are similar to each other and to the agreement between the Building Construction Employers' Association and the Chicago Building Trades Council, given in Bulletin No. 393 (pp. 18, 19). Accompanying these are working rules similar to each other, from which the following extracts of rules with the Associated Builders are taken:

SECTION 1. \* \* \* Bricklayers will be on the floor where they are working at starting time if the building is six stories or under; when the building is over six stories time shall be called on the sixth floor.

SEC. 2. Night work: Eight hours shall constitute a night's work, which shall commence at 7 p. m. when two gangs are employed, but when three gangs are employed one shift may follow the other immediately and in that way work may be continuous. Shifts to work as follows: First at eight a. m., second at 4 p. m., and third at midnight.

SEC. 12. The leveling off of all footing stone shall be done by stonemasons when done on the building site. No stone cut by convict labor will be set.

SEC. 15. Members of the U. O. A. B. and S. M. No. 21 of Cook County, city of Chicago, of the B. and M. P. I. U. holding a bricklayer's card will not lay stone, and those holding a stonemason's card will not lay brick, but the foreman and apprentice may do both. The exceptions to this rule are in cases of areas, or step or pier foundations that do not exceed one cord of stone and then only in case there is no stonemason at hand, when a bricklayer may lay the stone in said areas or pier foundation. Plastering and pointing of foundation walls shall be done by stonemasons, but may be done by bricklayers if stonemasons are not on the job when the above work is ready to be done.

SEC. 20. Each employer shall have the right to teach his trade to an apprentice, but no contractor or firm shall take more than one new apprentice each year, and they shall serve for not less than a period of three years, as prescribed in the apprentice rules attached hereto, and be subject to the control of the joint arbitration board for the U. O. A. B. and S. M. No. 21 of Illinois.

SEC. 22. The uniform agreement of the Associated Builders of Chicago dated April 7, 1925, is hereto attached and is a part of this agreement, and in case of any discrepancies between clauses herein and the said uniform agreement the terms of the said uniform agreement shall prevail.

Anything in this agreement that conflicts in any way with the laws of the city of Chicago, the State of Illinois or the United States of America, shall be null and void.

The apprentice rules are as follows:

SECTION 1. All apprentices in this trade, working for or with parties to this agreement, shall be indentured by and be under the jurisdiction of the joint arbitration board which has the authority to control them and protect their interest, subject to approval of indentures entered into.

SEC. 2. The names of all apprentice boys learning the mason trade in Chicago, shall be registered with the secretary of apprentices of the joint arbitration board and all apprentice boys shall have a working card which will show the length of time they have served at the trade.

SEC. 3. A contractor or firm can only take one new apprentice each year.

SEC. 4. A contractor entitled to an apprentice may take one on trial for two weeks, provided the applicant holds a permit from the joint board. If, after trial, the boy is unsatisfactory, he need not enter into indentures, but shall pay the boy \$9 a week for the two weeks. No boy will be allowed a trial with more than two contractors.

SEC. 5. The issuing of permits for an apprentice to work for another contractor, when the one to whom he is indentured has no work, shall be left for decision to the joint arbitration board. If a permit is granted it must, to be valid, be signed by the presidents of the Associated Builders of Chicago and the Bricklayers' and Stonemasons' Union, as chairman and secretary, respectively, of the joint arbitration board, and by the secretary of the apprentices thereof.

Permits shall state date of indenture.

SEC. 6. A contractor taking an apprentice shall keep him steadily at work; failing to do so, shall pay him the same as though he had worked for him. In case an apprentice, at the end of his term, for some cause is not a proficient workman, he may be required to serve another year, if the joint arbitration board, after a thorough investigation, so decides.

SEC. 7. The applicant for apprenticeship shall be under 18 years of age and shall serve for a period of not less than 3 years.

SEC. 8. An apprentice properly indentured shall work continuously throughout the year, but he shall attend an evening school at the room of the bricklayers and stonemasons' union one evening each week during the months of January, February, March, October, November, and December each year of the apprenticeship time and have a certificate from said school stating that he has thoroughly attended, as mentioned above. This will be required before he receives his working card.

SEC. 9. The minimum rate of wages of an apprentice shall be \$468 in weekly installments of \$9 per week for his first year; for his second year of service, \$624 in weekly installments of \$12 per week; for his third year of service, \$936 in weekly installments of \$18 per week. When an apprentice stays away from work on his own account he shall not receive pay for such time, except when valid excuse is given.

SEC. 10. For every evening that an apprentice is tardy or disorderly at school one day's work without pay shall be added to his apprenticeship term.

SEC. 11. For every evening an apprentice fails to attend school during the school term, except, in the opinion of the board, a valid excuse is given, two days' work without pay shall be added to his apprenticeship term.

SEC. 12. An apprentice indentured and working in the trade under the jurisdiction of the arbitration board shall report to the secretary of apprentices of the joint arbitration board on the first Wednesday in January, April, June, and October and receive his quarterly apprentice card.

Any apprentice not carrying proper quarterly card will not be permitted to work.

Extracts from the agreement between Local No. 7 and the General Contractors' Association of Akron, Ohio, March 31, 1925, referring to duties of employers and employees toward each other are as follows:

ARTICLE II. Masons must be on scaffold ready to start work when whistle is blown and remain on scaffold until whistle is blown for quitting time. No overtime shall be worked unless leaving the work under construction shall endanger life and property and unless the member doing such work shall immediately notify the secretary of the union, who shall have the power to grant only temporary permission to proceed. The one granting temporary permission to work overtime must immediately thereafter notify the joint arbitration committee of Local No. 7 and the General Contractors' Association of Akron, Ohio.

ART. IX. Contractors shall protect bricklayers where necessary when working on scaffolds. At no time shall wall be built over 5 feet 6 inches high for scaffold height, unless in extreme necessity, and scaffold must not be raised above height of wall. The foreman and steward shall determine the extreme necessity.

ART. XIII. SEC. 5. The foreman shall be selected by and be the agent of the employer and shall receive 12½ cents per hour additional to regular wages.

ART. XV. Bricklayers, masons, or marble masons shall be prohibited from receiving instructions from architects or owners. Only the bricklayer foreman or employer shall have such authority.

ART. XVI. The contractor shall not be entitled to more than two apprentices or two improvers, or one apprentice and one improver without the consent of Local No. 7.

### CARPENTERS

The United Brotherhood of Carpenters and Joiners of America aims to include in its membership all who are engaged in carpenter work of any description—milling, joining, assembling, erecting, fastening, or dismantling of all material of wood, hollow metal, or fiber, the erecting and dismantling of machinery, and the manufacture of all wood materials where the training of a carpenter is required in the operation of either machine or hand tools. Where there are sufficient members local unions are formed of bridge, dock, and wharf carpenters, shipwrights and boat builders, ship carpenters and calkers, railroad carpenters, car builders, millwrights, machinery erectors, pile drivers, bench hands, floor layers, stair builders, millmen, furniture workers, cabinetmakers, box makers, reed and rattan workers, runners of woodworking machinery, and groups of the same.

The agreements vary somewhat in contents, depending on the character of the work of the members of the unions. Unions affiliated with the building trades have agreements conforming to those of the other building trades. The millmen and furniture workers form classes by themselves, the shipbuilding unions follow the rules of the metal trades, and the car builders those of the railroad shopmen.

Where there is but one local in a town that local generally makes its agreements with individual employers. Where there are several locals in a place they form district councils and make joint agreements with associations of employers. Oftentimes the district councils comprise only those unions working in the building trades. Sometimes the millmen form a similar district council and the two act independently of each other.

The agreements are generally short. Most of those in the building trades follow closely principles already mentioned. Those in the other trades contain some variations. Millmen, however, generally receive lower wages than building carpenters and they occasionally work nine hours a day. Foremen are usually required to be members of the union. When work is carried on with two or more shifts the second and third generally receive eight hours' pay for seven hours' work. Several agreements require employees to be protected under the provisions of the workman's compensation laws of the State where they are working.

The industrial contract between the Albany (N. Y.) Builders' Exchange (Inc.), and the Carpenters District Council, May 1, 1925, contains several articles to be found in many agreements, thus:

ARTICLE 4. (d) No overtime shall be worked between the hours of 7 and 8 a. m. or between 5 or 6 p. m., or from 12 noon to 6 p. m. on Saturday, except in cases of emergency, such as repairing boilers, furnaces, filling foundations that

might cave if left open, or repairing buildings that are in a dangerous condition, and in no case shall it apply where the only object is to complete any portion of the work. Such emergency shall be determined by the business agent and the contractor.

(f) That the party of the second part shall have the right to quit work on any job or building operation when ordered to do so by the general president of the United Brotherhood of Carpenters and Joiners of America.

(g) Wages of members shall be paid in United States currency on the job where they are working on or before 5 p. m. Friday; pay to be in full up to Wednesday at 5 p. m., and if not paid on time double time shall be paid for waiting time as follows: "Double time for one hour until 6 p. m. Men are to go to work on Saturday morning at 8 o'clock and will be paid double time from 8 a. m. until such time as they are paid until Saturday noon in addition to regular wages."

(k) That the party of the first part will furnish suitable and safe shelter for tools and clothes for carpenters exclusively, to be of suitable size for number of carpenters employed, and to be heated at noon in cold weather for mechanics.

ART. 6. That all carpenter foremen must be members of the United Brotherhood of Carpenters and Joiners of America, and when more than five carpenters are employed one shall act as foreman and shall receive not less than 12½ cents per hour above the prevailing rate of wages.

ART. 8. That when 50 or more carpenters are employed on any one job the steward on said job is not to handle tools.

ART. 10. Both parties agree not to interfere with the other party in the disciplinary measures used with their own members.

ART. 12. That nothing in this agreement shall be in any way interpreted as conflicting with the constitution of the United Brotherhood of Carpenters and Joiners of America or any of their international agreements or the intents and purposes thereof.

Other articles commonly found are in the agreement of Local No. 1143, La Crosse, Wis., May 1, 1925:

ARTICLE 3. \* \* \* If there are no union men idle nonunion men may be employed, but before starting to work they shall get a working permit from the business agent and must make out an application immediately and deposit \$5 with same and must join the union at the next regular meeting.

ART. 5. It is agreed that the parties of the first part shall not let subcontracts to nonunion carpenters or contractors not parties to this agreement.

ART. 7. The parties of the first part agree that the business agent of the trades and labor council, a representative of the parties of the second part, shall have access to all work at any reasonable time, but shall in no wise interfere with the men while they are working except on business.

ART. 9. It is hereby agreed that the parties of the first part may employ union carpenters who are of advanced age or disabled and can not command the current wages by reason of such advanced age or disability. That the party of the first part may pay such employee what wages as is mutually agreed upon with the sanction of the local union.

ART. 12. All members of the Carpenters Local No. 1143 will refuse, under the conditions of this agreement, to work with a nonunion mechanic or workman on any building, whether new, remodeling, or repair work, when such mechanic or workman has an organization that is affiliated with and recognized by the La Crosse Building Trades Council when so ordered by the local organizer or business agent.

ART. 14. It is hereby agreed that any member of the Carpenters' Union No. 1143 who goes contracting must register as such with the local union and shall stay a contractor for one year from such date and shall work for no other contractor unless by the sanction of the local union.

The following sections are taken from the agreement of Local No. 1260, Iowa City, Iowa, April 1, 1925:

ARTICLE VII, SECTION 1. No members of the parties of the first part shall sublet, piece, or lump out their carpenter work. Neither shall any journeyman who is a member of the party of the second part be permitted to take piece or lump work in any shape or manner, nor work for any owner or contractor who does lump work whether he be a member of the parties of the first part or not.

ART. VIII. That there shall be no restrictions of the use of any manufactured material except prison made.

The apprenticeship rules adopted by the joint apprentice board of the Master Builders of Wilkes-Barre and vicinity, and the Wyoming Valley District Council of the United Brotherhood of Carpenters and Joiners of America in the agreement of May 1, 1925, follow:

SECTION 1. Each responsible party to this agreement shall have the right to teach his trade to apprentices and the said apprentice shall serve four years, as prescribed in the apprentice rules as agreed upon by the joint apprentice board, and shall be subject to the control of the said joint apprentice board.

SEC. 2. Apprentices shall be under the jurisdiction of the joint apprentice board, which has authority to control them and protect their interest, subject to approved indentures entered into with their employers and the rules adopted by the joint board.

SEC. 3. In case an apprentice at the end of his term of four years for want of proper instruction in the trade is not a proficient workman, and if after a thorough investigation the joint apprentice board finds the contractor to whom he was apprenticed did not give him proper instruction and an opportunity to learn his trade, he may be required to serve another year with whom he and the joint apprentice board may determine and at a rate of wages they may determine.

SEC. 4. A contractor entitled to apprentice may take one on trial for eight weeks, providing that applicant hold a permit from the joint apprentice board, and if after said trial conditions are satisfactory to both parties they will be required to sign indentures agreeable to the joint apprentice board. If not satisfactory the contractor is not bound to indenture him. No boy will be allowed a trial with more than two contractors or a contractor with more than two boys consecutively.

SEC. 5. Each contractor shall be allowed one apprentice and no more only on the following basis: Yearly average of four journeymen, one apprentice.

SEC. 6. The apprentice upon completing his indenture shall report to the joint apprentice board and shall, after furnishing said board with satisfactory proof of his competence as a skillful mechanic in his trade, receive a certificate approved by the board which shall entitle him to a journeyman working card.

SEC. 7. The issuing of permits for an apprentice to work for another contractor when the one to whom he is apprenticed has no work shall be left to the joint apprentice board.

SEC. 8. An apprentice shall be between the age of 17 and 22. Once he is indentured he can not leave his employer and go to work for another without the consent of the first employer or the joint apprentice board.

SEC. 9. The apprentice boy shall make application to join the local union after he has worked six months as an apprentice and be furnished with a working card, and said card to show that he is an apprentice; he shall attend the trade school in his town or city; he shall be given credit of six months on his apprenticeship when he can furnish proof to the joint apprentice board that his attendance at the trade school has been 80 per cent or more.

SEC. 10. The joint apprentice board shall be composed of three contractors and three members of the Wyoming Valley District Council, who shall elect a president and secretary and shall meet at the call when deemed necessary by the president and secretary. The joint board shall work in cooperation with the school boards of Wilkes-Barre and vicinity and render assistance wherever possible, so that all apprentices may get the proper training in the trade schools.

### ELECTRICAL WORKERS

The membership of the International Brotherhood of Electrical Workers is composed of workers in various lines of industry—manufacturing, installing, maintaining, assembling, and operating electrical apparatus in buildings, subways, bridges, ships, vehicles, locomotives, and various devices for purposes of lighting, heating, power, telephone, telegraph, and transportation—grouped under four general branches: Outside, inside, shop, and railroad.

Telegraph and moving-picture operators and mechanical operators in transportation are each grouped into unions by themselves. Most of the rest are found in locals affiliated with the Brotherhood of

Electrical Workers. The telephone operators form a separate department in the brotherhood and are considered by themselves (see p. 149).

Where sufficiently numerous in any community, locals of workers of one class, as inside wiremen, fixture hangers, assemblers, linemen, or shopmen, are found. There is generally but one local of a class in a town, which makes agreements with associations of electrical employers as far as possible. The inside wiremen are generally affiliated with the building trades, as are at times the linemen, but the latter are more frequently connected with power, transportation, telephone, and telegraph service, though retaining their connection with the brotherhood. However, for convenience, agreements of inside wiremen, fixture hangers, and linemen are here considered together.

No national agreements are made in the electrical industry. A declaration of principles, however, was adopted in July, 1919, by the convention of the National Association of Electrical Contractors and Dealers; in September, 1919, by the convention of the International Brotherhood of Electrical Workers; and in December, 1919, ratified by a referendum vote of the membership of the latter. These principles appear in many of the local agreements. They are general in character, seek the elimination of the overlapping of functions of various groups of the industry, recommend a mutually sympathetic interest between employer and employee, urge the avoidance of strikes and lockouts, condemn the making of agreements in restraint of trade or granting special privileges to special groups, recommend fixing qualifications for engaging in the electrical construction industry, and recognize the right of collective bargaining.

The agreements are made for one year, recognize a closed shop, the 44-hour week, and the payment of double time for overtime, Saturday afternoon, Sunday, and holiday work, except in the case of one man in a shop on Saturday afternoons who is there to attend to emergency calls only. Linemen occasionally work eight hours on Saturday. Rubber boots, coats, hats, and gloves are furnished by the employer where required. The agreements are generally comparatively short and vary considerably in contents. The following provisions are found in the agreement of Local No. 1, St. Louis, Mo., July 15, 1925:

SECTION 8. There shall be no restrictions of tools, machinery, or anything simplifying electrical construction work or erecting of appliances such as pipe-cutting machines, electric and pneumatic drills, electric hoist, and other tools as may be determined by the joint arbitration board as long as same is operated by journeymen, party of the second part. All pipe to be cut on the job.

SEC. 10. All men sent out of the city on a job shall be allowed transportation, traveling time, sleeper, and board by party of the first part. No traveling to be done on Saturday afternoons or Sundays unless first ordered by party of the first part, in which case double time is then to be paid. No pay to be allowed for travel at night except on emergency, breakdown, or repair calls, in which case double time will be paid. Time of traveling to be designated by party of the first part.

SEC. 13. Party of the first part agrees to employ only such general foremen, foreman, journeymen, wiremen, and helpers as are in good standing with the party of the second part. Party of the first part further agrees that he will not sublet the installation of any electrical equipment on a contract unless it is agreed that the work will be done with men in good standing with the party of the second part.

SEC. 15. Each contractor, when employing three journeymen, shall be allowed a helper; additional helpers to be employed at the rate of one helper to every

three journeymen after the first three journeymen; no contractor to employ more than five helpers. Helpers to work same hours as journeymen and are not to work overtime unless there are three or more journeymen on the job. In case of emergency where one man and helper are working on any job helper to be allowed to work overtime not exceeding four hours.

Sec. 16. No helper shall work on any job without a journeyman, nor more than one helper on any job having less than five journeymen, nor more than two helpers on any job. One journeyman working on any job may have a helper, provided the foregoing ratio is maintained in the shop.

Sec. 20. Shift work shall apply only to foundation work, monolithic building, and maintenance work; men on this work to be employed continuously during the regular calendar week of seven days, weather permitting.

The hours of employment for each shift shall not exceed eight hours, and in case that less than a full shift is worked the men are to receive double time for the actual hours worked. On shift work the men are to receive double time for all work performed on Saturday, 12.01 a. m., and Sunday to Monday, 8 a. m. and shall be allowed half an hour for lunch on every shift, with pay.

All men working on shift must receive two hours for reporting for work. The hours of employment for such shifts shall be arranged between the employer and the business representative of this union. Any member employed on a job or shift and transferred to another shift on the same day shall be paid at the rate of double time for the work performed on the last shift.

The following provisions appear in the agreement of Local No. 38, Cleveland, Ohio, with the Electrical Contractors' Association, May 1, 1925:

ARTICLE IV. Eight hours shall constitute a day's work, except Saturday. All overtime shall be paid for at the rate of double time for all time on the job, double time being paid for all Saturday afternoons, Sundays and legal holidays. All riding time beyond the limits of the present 6-cent car fare shall be paid for at the rate of single time.

\* \* \* Men shall remain at work until the regular quitting time, except that they should be allowed sufficient time, at the contractors' expense, to pick up and properly store any tools, equipment, or material belonging to the contractor or owner. When workmen are required to report at the shop they shall report not earlier than 7.45 a. m. and shall be ready to receive orders or supplies but shall not leave the shop before 8 o'clock a. m. Failure to comply with this article shall result in a reduction in pay for the time lost, and if men are instructed to report at the shop for work and are not sent on a job they shall be paid for four hour's time. If men are instructed to report on a job and they are unable to work on account of weather conditions they shall receive no pay.

ART. VII. It is agreed that on any job where there are employed five or more men the foreman who shall be in charge of the men shall receive extra compensation \* \* \* to the extent of \$1 per day.

When the foreman is in charge of 10 or more men he shall receive extra compensation to the extent of \$2 per day. It is not intended that this article will in any way hinder the foreman from actual participation in electrical work of any kind, and he shall be the agent of the employer.

ART. XII. No party of the second part shall enter into a contract to perform or to do any class of electrical construction work until he has first withdrawn from Local No 38 I. B. of E. W. If any party of the second part is without employment and shall find a job of work to be done he shall report same to any party of the first part, who will give the party of the second part opportunity for employment on this job.

ART. XV. Any contractor not affiliated with the Electrical Contractors Association of Cleveland, members of which are parties to this agreement, may assume the benefits and obligations herein contained by joining this association or upon signing this agreement. No employer of labor for the installation of electrical work shall be given any better terms or conditions regarding hours of labor, wages per hour, etc. by parties of the second part than are given to parties of the first part.

ART. XXIII. The party of the first part hereby agrees to carry liability insurance as provided by the State compensation for all members of party of the second part in the employ of the party of the first part.

The following working rules are incorporated in the agreement of Local No. 58, with the Electrical Contractors, of Detroit, Mich., October 15, 1925:

4. The ratio of apprentices shall be one to every three journeymen in the local union. The following schedule of wages shall prevail: The first and second six months at the discretion of the employer; the third six months, 45 per cent of the wages of journeymen; the fourth six months, 50 per cent of the wages of journeymen; the fifth six months 55 per cent of the wages of journeymen; the sixth six months, 60 per cent of the wages of journeymen, the seventh six months, 65 per cent of the wages of journeymen; the eighth six months, 75 per cent of the wages of journeymen.

7. Stewards shall not function during working hours. By this is meant that they shall not devote any time to duties other than those of their employer while they are on his pay roll.

8. There shall be no objection to the contractor having any part of his work done in his shop or elsewhere in accordance with the terms of this agreement.

11. Men are not to be away from their work on employer's time. By this it is meant that they shall not leave their work for any purpose while on their employer's time.

12. Foremen are to receive a minimum rate  $12\frac{1}{2}$  per cent higher than that of a journeyman wireman. The foreman is to be the agent of the employer. He shall not be subject to arraignment or question by anyone because of his conduct of the employer's work without proper notice being served on his employer; it being understood the employer is to be privileged to be present during each and every session or hearing in which his work or business is under consideration.

13. Men are to work on jobs with other men without regard to the fact that workmen other than electrical workers are members or nonmembers of any society or organization.

14. There shall be no sympathetic strikes without the approval of the international office of the International Brotherhood of Electrical Workers.

The following working rules are attached to the agreement of Local No. 103, with the Boston Electrical Contractors' Association May 22, 1925:

**RULE II, SECTION B.** Superintendents, being men who never handle tools, and regularly employed as such, shall not have to be members of Local Union 103.

**RULE VI, SEC. A.** Helpers, at the option of the employer, may be employed at the rate of one helper to two journeymen in the shop.

**RULE XI, SEC. A.** The employer shall, on all exposed jobs and where no other stock room is at hand, provide a suitable locker for the protection of all tools and clothing.

**RULE XII, SEC. A.** All employers employing members of 103 under the foregoing conditions shall be required to carry insurance under the workmen's compensation act.

The following working rules are a part of the agreement of Local No. 481, Indianapolis, Ind., April 1, 1925:

**ARTICLE 12.** There shall be no scale set for apprentices and helpers. A helper is to serve four years, and at the end of the fourth-year period he may become a junior journeyman, providing he has met the requirements of Local No 481. A junior journeyman is to have the privilege of carrying on all work the same as a journeyman.

**ART. 13.** Each helper shall attend a night school for electrical instructions and shall attend on an average of not less than five hours per week during school period.

**ART. 15.** Members of the party of the second part shall not contract to perform or do any class of electrical construction work until he has first withdrawn from Local 481, I. B. E. W. If any party of the second part is without employment and shall find a job of work to be done he shall report same to any party of the first part, who will give the party of the second part opportunity for employment on this job.

**ART. 19.** No employer of labor for the installation of electrical work shall be given any better terms or conditions regarding hours of labor, wages per hour, etc., by parties of the second part than are given to the parties of the first part.



ART. 21. Party of the first part may employ, if they so desire, laborers, to do all digging of all ditches.

ART. 22. The electrician in charge of the job shall be held responsible for all errors or omissions on job, and shall correct any improperly performed or defective work on his own time and without expense to the contractor.

The following provision is found in the agreement of Local No. 64 with the Electrical Contractors' Association, Youngstown, Ohio, May 1, 1925:

ARTICLE 7. The party of the second part hereby agrees that no member of Local Union 64, I. B. E. W., shall establish any place of business, maintain or offer for sale any electrical appliances, or do any electrical work for any other than recognized electrical contractors employing at least two journeymen actively engaged in the contracting business, having an established place of business with telephone connection listed in the telephone directory under proper name, unless he secures withdrawal card from said Local Union 64, I. B. E. W., and engages in business on the same basis as members of the Contractors' Association and contractors. The party of the first part agrees that no members of its organization or contractors shall use tools on any construction work, but reserve the right of making all shop repairs on electrical appliances.

The following extract is from the agreement of Local No. 377 with the Lynn (Mass.) Electrical Contractors, May 1, 1925:

ARTICLE X. No man shall be allowed to act as foreman on job or in shop unless he is a member six months in good standing in Local No. 377, I. B. E. W., or who holds a working card issued by said Local No. 377.

The following provision is found in the agreement of Local No. 93, East Liverpool, Ohio, May 1, 1925:

ARTICLE 2. Eight hours on the job shall constitute a day's work, with the exception of out-of-town jobs, on which one-half the time going to and from work shall be on the contractor's time and the other half on the workman's time, with the exception of emergency jobs which shall be paid for both ways by the contractor; except when it is necessary to get up material or on Saturday, which shall be four hours. Time to be counted from 8 a. m. to noon and from 1 p. m. until 5 p. m. and (in case the electrical contractor should be delayed in starting their employees at 8 a. m. by reason of the condition of the work), the employees' day shall not commence until the hour such work can be started; providing in no case shall the delay exceed four hours, and in this case the employees shall work eight and four hours, respectively, for a day, and this is to be an exception and not a general rule.

The following provisions appear in the agreement of Local No. 226 with the Electrical Contractors of Topeka, Kans., August 1, 1925:

SECTION 3. That said contractors shall recognize members of the union as journeymen and helpers to do electrical construction and repairing, and that said contractors shall not employ any but said members of the union for said electrical work, unless such nonmembers first obtain a working permit from the union. And in consideration of such employment the union agrees that it will not work for any contractor who does not sign and conform to this agreement.

SEC. 12. It is hereby further agreed that all applications for an agreement shall be in the hands of the executive board of the party of the second part 30 days before date set by party applying for an agreement shall start contracting. Any contractor before becoming a party of the first part shall have an established place of business, with tools and material in said place of business commensurate with said business to be done, and shall have a telephone and attendant for conducting their business. However, in case any member of party of the second part desiring to enter the contracting business and to become a party of the first part shall also give notice in writing to the executive board of the party of the second part at least 30 days prior to entering business, but will be allowed 60 days in which to qualify with the full provisions of this agreement. If unable to qualify in full after said 60 days' trial, said journeyman shall immediately cease contracting and again deposit his card with the party of the

second part, and shall not again enter the contracting business for a period of six months, under penalty of fine, expulsion, or both.

The following extract is from the working rules of Local No. 106, Jamestown, N. Y., August 1, 1925:

ARTICLE 9. All foremen and leaders on jobs having three or more journeymen shall receive \$1 per day more than the prevailing rate of wages. All foremen to be members of Local Union No. 106, I. B. E. W., in good standing.

The following provisions relative to apprentices are from the agreement of Local No. 141, Wheeling, W. Va., May 1, 1925:

6. Any contractor who is a signer of this agreement and employs at least one journeyman member of Local Union No. 141 at least 10 months a year shall be permitted to employ one apprentice for the first journeyman so employed and one apprentice for each four additional journeymen so employed, but not more than three apprentices shall be employed by any one contractor or contracting firm.

7. All apprentices working for contractors must be registered in Local Union No. 141 before being placed at work. Working permits will be issued to apprentices by executive board of Local Union No. 141 or by the business agent.

8. Any contractor employing apprentices must furnish each apprentice with steady work the year round, but no apprentice or apprentices shall be allowed to do any electrical work unless the required number of journeymen are also employed.

9. Apprentices shall do no electrical work except under the direct supervision of a journeyman, except that apprentices may do bell work not exceeding two-day jobs.

11. Should any contractor discontinue the employment of apprentices such apprentices shall be placed on a waiting list and shall be given first choice by any contractor needing an apprentice. This should not apply to any apprentice discharged for just cause.

If an apprentice is to be discharged the contractor shall notify the executive board of Local Union No. 141, I. B. E. W., and they will immediately take the matter up with the contractor and determine whether the cause is a just cause or not. The executive board will not issue any permit to any other apprentice until the previous apprentice case is decided to be a just cause for dismissal.

The following provisions relative to apprentices and stewards are found in the agreement of Local No. 5 with the Pittsburgh Electrical Contractors and Fixture Dealers, March 1, 1925:

ARTICLE VII, SECTION 1. Each employer will be entitled to one registered apprentice if he has had an average of four journeymen during the preceding year.

SEC. 2. Each apprentice will be registered within 90 days after being employed and shall carry a trial permit during this period. No apprentice shall assume the duties of a journeyman, nor shall an apprentice work without a journeyman for a period longer than 4 hours and then only when the journeyman has been unexpectedly called off the work.

SEC. 3. All apprentices shall attend a trade school recognized by the Board of Public Education of the city of Pittsburgh. Upon the establishment of a day school the first year apprentice shall attend said day school 1 half-day session per week for a period of 40 weeks and the employer shall pay the apprentice for his school time unless the boy defaults in his attendance at school. First, second, and third year apprentices shall have no excuse for nonattendance (except in case of sickness, when the apprentice or some member of his family shall notify the truant officer, who will be found at the school on school nights.)

SEC. 4. Fourth-year apprentices shall attend school (except when a contractor finds it necessary to have him working out of the city, where it is impracticable to come in on school night, and then he shall not miss more than four consecutive school sessions or more than eight sessions during one year.

SEC. 5. When fourth-year apprentices are working under the exceptions in the foregoing paragraph they shall notify the office of the local union in writing, also stating their location.

SEC. 6. The local union shall appoint a truant officer for the proper conduct of the pupils and who shall make a report to the advisory board.

SEC. 7. Any apprentice who violates the aforementioned rules shall be suspended until after he has attended the following session of school.

SEC. 8. Registered apprentices shall be furnished alternately by the contractors and by Local Union No. 5.

ART. XII, SEC. 1. The first employee placed on construction work on a building shall be the steward on that job, unless the job is of sufficient size to require five or more journeymen continuously, in which case these five journeymen will select from among themselves the man who is to act as steward. Should the employer find it necessary to move the man that has been selected as steward to another job the men remaining shall elect a temporary steward until the regularly elected steward returns on the job.

SEC. 2. Should an employer find a steward's actions or personality objectionable, his case shall be disposed of by the joint conference committee.

The following provision appears in the working rules in the agreement of Local No. 38 with lighting fixture dealers, Cleveland, Ohio, May 1, 1925:

ARTICLE H, SECTION I: Parties of the second part agree to assemble, wire, and install lighting fixtures, and shall place a label of identification thereon. No labels are to be placed on the outside of glassware or fixtures except those installed on the exterior unless there be no exterior fixture in which case labels shall be placed on an interior fixture which is readily visible from the street. Said labels must bear the signature of the members who did the installation and are to be furnished by the parties of the second part.

SEC. II. Labels to identify the mechanic who installed the lighting fixtures, also the company by whom he is employed, shall be posted on the meter board.

Electrical workers' agreements with companies not connected with the building trades frequently contain clauses varying somewhat from those before given. The following provisions are found in the agreement of Local No. 66 with the Houston Lighting & Power Co., September 1, 1925:

ARTICLE I, SECTION 2. \* \* \* Men employed in the underground department working from work carts stationed in the underground district shall, at the request of their foreman, report direct to such work carts rather than to the general or branch storerooms.

Men employed in the overhead department shall report to storerooms as designated by the general foreman.

Where no camp is established outside of the city limits the first party shall furnish transportation to and from some designated point within the city limits. However, where camp is established the first party agrees to furnish suitable accommodations at cost.

SEC. 3. All employees on a monthly salary shall be subject to call for special duty and shall not be entitled to compensation when required to work over or over [sic] than the specified hours. However, there shall be no deduction in salary of any such employee when absent from duty on account of sickness or on leave of absence by permission of the first party for any reasonable length of time.

ART. II, SEC. 1. All trouble men, as well as men engaged in the patrolling of lines within the city, will be required to work a seven-day week for the regular rate of pay during their eight-hour shift and will be allowed two days off in each month, time off to be governed by the first party.

Trouble men on arc circuit trouble will be governed by this same section and time off to be designated by the first party.

SEC. 2. Arc-light trimmers shall have two days off in every month, time to be designated by the first party.

SEC. 3. No employees governed by this agreement shall be allowed to work in two consecutive shifts unless paid at the overtime rate for all work performed in excess of the hours fixed upon as a regular day's work, it being understood, however, that the first party shall be entitled to arrange its shifts so as to most advantageously take care of its operating problems.

ART. IV, SEC. 2. There shall not be more than one apprentice to three journeymen electricians or fraction thereof in each of the power houses.

ART. VI, SEC. 2. Where four or more men are employed in one gang one shall be designated as assistant foreman, who shall be responsible to the first party for the work.

The following provisions appear in the agreement of Locals Nos. 309, 383, 638, 702, and 703 in Belleville, Collinsville, Gillespie, Centralia, DuQuoin, and Mount Vernon, Ill., with the southern division of the Illinois Power & Light Corp., August, 1925:

3. For the purpose of providing a means whereby questions in dispute may be amicably settled there will be organized a general council. This council will be composed of one member of the brotherhood from each town or city above named and an equal number of persons selected by the management of the company from its executive staff. Each representative of the brotherhood and an alternate to serve in his absence shall be elected by the members of the brotherhood employed on the property of the company in each town or city by ballot annually as nearly as may be to the 1st of January of each year, but not later than February 1, and at such times and places as shall be convenient, provided that each member of the brotherhood employed by the company in the said town or city shall have due notice of said meeting held for the election of the representative, and in the said election two-thirds of the members of the brotherhood employed by the company in the said town or city shall be necessary for a quorum to conduct the said election. The said representative shall be elected from the members of the brotherhood employed by the company in each town or city and the said representative shall have been a member of the brotherhood for at least two years immediately prior to the election and shall have been in the employ of the company for at least two years and shall be at least 30 years of age. In case there is no member having these qualifications the selection shall be made from those members who are most nearly qualified.

4. It shall be the duty of the general council to hold regular meetings on the first Tuesday of each alternate month, beginning with February, and such special meetings as may be called by the company or the brotherhood. At the first regular meeting held in each year the council shall elect a secretary, who shall perform the duties usually assigned to such an officer during the remainder of that calendar year. It shall be the further duty of the general council to discuss all matters of importance affecting the relations of the company to the members of the brotherhood. It shall be the duty of the secretary to notify in writing all members of the council of all regular and special meetings, giving at least five days' notice thereof.

5. When the general council shall desire to submit a matter to the vote of the members of the brotherhood the question at issue shall be drawn up in writing by the general council and submitted to the members of the brotherhood employed by the company in each community by letter, and each letter shall inclose a ballot which shall be returned to the secretary within the time specified in the notice, which shall, however, be not less than five days after transmitting same. Upon receipt of the ballots by the secretary they shall be canvassed by the secretary and a committee of two selected, one from the members of the brotherhood on the council and the other from the members appointed by the management, and each member of the council shall be advised by writing of the result of the ballot.

6. Each brotherhood member of the general council shall act as a local committeeman in his respective city. There will also be elected by the members of the brotherhood employed by the company in each department in each city a steward, whose qualifications for office shall be the same as of a representative to the council. In case a grievance of any nature shall come to the attention of any individual member of the brotherhood it shall be his duty to immediately present the same in writing to the steward. It shall then be the duty of the steward to file a copy of said grievance with the company's foreman in charge of the work and the steward and foreman shall immediately attempt to adjust same. Failing of adjustment in this manner same shall be brought to the attention of the local representative and the local manager of the company, who shall attempt to arrive at an adjustment. Failing of adjustment in this manner the question shall be referred to the next meeting of the general council, together with a complete record of the grievance and the conferences which have been held by the parties above mentioned in connection therewith. In case the company has a grievance regarding general conditions the local manager shall take

the question up with the local representative of the brotherhood. Failing of adjustment by this means the question shall be referred to the next meeting of the council. While these negotiations are pending and until the council shall have determined that it can not arrive at an adjustment of the difficulty there shall be no strike or lockout on the part of either the company or the brotherhood. In no case shall employees coming under these rules engage in a sympathetic strike with other trades nor in any strike without the approval of the international officers of the brotherhood.

9. Employees under these rules working on monthly salaries without overtime pay shall be entitled to a week's vacation with pay each year, provided they have been employed by the company for a period of at least one year, and two weeks if employed two years or more.

12. The company shall not employ more than one apprentice for each five journeymen linemen and each three journeymen wiremen.

17. The company agrees not to employ anyone except member of the brotherhood in good standing on any work coming under these rules.

These rules will not prevent the company from employing specialists from manufacturing concerns to do any work of a special nature on apparatus.

18. In towns where the company regularly employ one man as manager and lineman he need not be a member of the brotherhood, but in case additional men are employed they shall be members of the brotherhood.

The following articles are taken from the agreement of Local No. 84 and the Georgia Railway & Power Co., Atlanta, Ga., June 30, 1925:

ARTICLE II. That any and all electrical workers \* \* \* employed by the company shall have the right to join or not join the brotherhood, as they individually prefer, it being agreed that there shall be no discrimination for or against any employee in said department of the company on account of membership in the brotherhood and likewise that no employee of the company shall be discriminated against for nonmembership in the brotherhood, and that neither the brotherhood nor any employees of the company, members of the brotherhood shall attempt to coerce any employees of the company into joining the brotherhood against their will, or interfere with them in any way because of failure or refusal on their part to join the brotherhood.

ART. V. That each of the employees known as "operators" and that each of the employees known as "trouble men" (except commercial trouble men) who are required to be on duty every day in the year take two days' holiday in each month without pay, and the remaining operators in the several stations and the remaining trouble men in the several trouble departments, as the case may be, shall perform the necessary overtime work in order to make up for the absent operator or trouble man by working such longer hours as may be required for this purpose, and are to be paid overtime rate for such overtime work in excess of their scheduled day.

ART. VI. That hereafter, in making promotions among the men in the respective divisions of the electric department in which they are employed to vacancies occurring in such divisions, the general rule of seniority shall be followed, provided the person who may be entitled by seniority to be promoted to the vacancy shall be competent to fill such vacancy. Differences, if any, which may arise between the company and the brotherhood as to the competency of any man to be promoted to fill the vacancy may be treated and disposed of as other grievances under this contract.

When a promotion is made under the seniority rule and a demotion made on account of incompetency as above set forth the party demoted shall return to the bottom of the list of seniority, so far as right to future promotion is concerned, but retaining all other seniority rights, including the right to be promoted in all other lines.

When a promotion job is open and to be filled under the rule of seniority herein the company shall give notice by bulletin posted in the department where promotion is to be made for such time as the circumstances of the case permit, so that the employees may advise who is entitled to promotion under the seniority rule and so the employees may have time to make application for the position.

When an employee is promoted to a position as "trouble man" he shall be assigned to work with an experienced "trouble man" for a period of not less than (90) days to give him time to learn the circuits.

Promotion to positions of lowest-class journeymen shall be made from the helpers, according to seniority rule.

ART. XI. That the right to hire or discharge employees and the management of the properties in all departments are reserved by and shall be vested exclusively in the company. The company shall have the right to determine how many men it will employ or retain in all departments covered by this contract, together with the right to exercise full control and discipline in the interest of the proper service and conduct of its business.

The following provisions are found in the agreement of Local No. 62, Youngstown, Ohio, No. 33, New Castle, Pa., and No. 218, Sharon, Pa., linemen's locals, June 1, 1925:

2. In case any line construction work, other than steel tower, or any line maintenance work, irrespective of the type of construction, is let out by first party to contractors, then said first party agrees to notify said contractors of the existence of this agreement and cause said contractors to employ none but union labor, members of the I. B. E. W., in good standing for the construction or completion of said work.

10. There shall not be more than one apprentice to every seven or majority fractional part of seven journeymen linemen in each local union's jurisdiction. The number of apprentices to be employed to be computed as follows: Taking the number of journeymen in the jurisdiction of one local as a unit and not otherwise. During the fourth year apprentices shall do regular journeymen linemen work, but journeymen linemen shall have the preference of all work. Working conditions and hours of labor, including overtime rates, shall be the same for apprentices as journeymen linemen.

11. A cable foreman shall not be allowed to do any journeyman's work when accompanied by two or more cable splicers.

14. All promotions to be made from the ranks and seniority adhered to, provided they are practicable; none but journeymen linemen or cable splicers shall be promoted to the position of foreman.

17. The company shall furnish free transportation at all times to all employees covered by this agreement.

19. All differences between the union and the company shall be adjusted as follows: All differences shall be submitted to the superintendent of lines of the company (in writing when so requested) by the properly accredited officers of the union and if they can not agree the manager of light and power shall be called into conference. If this conference fails to arrive at a satisfactory result the general manager shall be called into conference. If after such conference there remains a difference the case shall be submitted to a board of arbitrators. The board of arbitrators shall be constituted as follows: A temporary board of three disinterested persons, one to be selected by the company and one to be selected by the union, and the two so chosen shall choose the third arbitrator. Both parties shall name its arbitrator within 10 days from the time of receiving notice thereto from the other party. The two arbitrators so chosen shall meet within five days and name the third arbitrator.

Provided further, that should the arbitrators so appointed by each of the parties to this agreement fail to agree within a period of five days upon the third arbitrator, then the officers of the company, with the officers of the union with the two arbitrators selected, shall meet and see if it is possible to agree upon the third arbitrator or make arrangements concerning the arbitration as they deem advisable. After the three arbitrators have been chosen the arbitration board shall meet from day to day until the arbitration is completed and a decision rendered. Pending the adjustment of any difference there shall be no walkout, strikes, or cessation of work by either party. Each party shall pay its own arbitrator and the parties hereto shall jointly pay the third arbitrator. A decision of the majority of the board shall be binding to both parties hereto.

### ELEVATOR CONSTRUCTORS

Elevator constructors assemble, erect, and equip escalators and elevators in buildings.

All agreements received by the bureau in 1925 were copies of the standard agreement that appeared in Bulletin No. 393 (p. 30).

## ENGINEERS, STEAM AND OPERATING

The International Union of Steam and Operating Engineers includes engineers operating steam boilers or heating plants in buildings, and stationary, marine, Diesel, gas, air, and electrical engines or any machine that may displace the steam engine, irrespective of its motive power, including "dinky" locomotives, pumps, concrete mixers, stone crushers, steam shovels, street rollers, siphons, pulsometers, air compressors, cableways, pile drivers, and hoisting and portable engines of all classes used in connection with building operations. In breweries the engineers and firemen often jointly form a local affiliated with the brewery workers' union.

The following extracts from the agreement of Local No. 813, Scranton, Pa., May 1, 1925, show in general the provisions found in stationary engineers' agreements:

ARTICLE 1. Eight hours shall constitute a day's work, except on Saturday, when engineers shall stop work at 12 o'clock noon. Time and one half shall be allowed for all work over eight hours, and double time shall be allowed for Saturday afternoon, Sunday, and the following holidays or days observed as such: Christmas Day, Memorial Day, Independence Day, Thanksgiving Day and no work to be performed on Labor Day.

ART. 4. An engineer employed on day rate shall report for work every day, unless notified the day previous not to do so, and shall receive a full day's work every day that he reports.

ART. 5. Engineers working on straight time can not change to broken time only at the beginning of their week.

ART. 6. Employers agree to furnish suitable shelter to protect engineers from falling materials and the elements of the weather.

ART. 7. It is agreed that the employers shall request the union for engineers when required, but should the union be unable to furnish the engineers the employers are at liberty to employ whomsoever they see fit until such time as Local 813 shall furnish the men for such work.

ART. 8. To prevent discrimination, if an engineer is discharged for any cause his place shall be filled by the business agent. No member shall be allowed to take this position unless directed to by business agent.

ART. 9. No member shall quit a job of his own accord before said job is completed to take a situation of the same kind in this jurisdiction without securing a member of this local in his place under penalty of suspension of one month for every offense.

The following extracts relating to overtime and holidays are from the agreement of Local No. 74, Boston, Mass., April 1, 1925:

ARTICLE II, SECTION 3. All overtime after 5 p. m. on week days, Sundays, and holidays to be based on 30-minute periods. Any fraction of a Sunday or holiday between 8 a. m. and 5 p. m. counted as a half day, or a full day when the fraction is not caused by the voluntary action of the engineer or assistant.

SEC. 4. All regularly employed engineers or assistants shall be paid for all holidays as part of their regular wages, and if required to work, shall be paid \$6.83 per day in addition. After 5 p. m. to be paid at the rate of \$1.75 per hour.

SEC. 5. All regularly employed engineers or assistants when required to work on a Sunday shall be paid at the rate of \$14 per day; overtime at the rate of \$1.75 per hour; nothing less than a half day, or a whole day, to be considered in estimating Sunday time.

SEC. 6. Any fraction of a night more than a half night shall be counted as a full night, and any fraction of a night less than a half night shall be counted as a half night in estimating the pay of engineers or assistants, night work to begin at 8 p. m. and end at 5 a. m.

Beginning at 8 p. m., engineers will be paid \$5.80 for any portion of a night's work up to 12 o'clock midnight. When working after 12 midnight pay is to be \$11.60 for full night's pay up to 5 a. m.

The following provisions are found in the agreement of Local No. 139 of Milwaukee, Wis., May 1, 1925:

ARTICLE X. When a member has been discharged he shall be paid immediately after his discharge. If not paid as above stated, the engineer who has been discharged shall receive the regular daily scale of wages until such time as he is paid.

ART. XIII, SECTION 1. Engineers shall not do other than engine work, namely, fitting up, dismantling, repairing, and maintaining machine. All pipe work to be done by the steam fitter.

SEC. 2. Members while temporarily absent from their engine or boiler must not allow any person, except a member of this union, to handle or operate his engine or boiler.

The following articles appear in a three-year agreement of Local No. 108, Rockport, Mass., with the granite manufacturers, effective April 1, 1925:

ARTICLE 1. Forty-five hours shall constitute a week's work. Eight hours per day the first five days of the week and five hours on Saturday. Working hours to be from 7 a. m. to 12 o'clock noon and from 1 p. m. to 4 p. m., except on Saturday, from 7 a. m. to 12 o'clock noon.

ART. 6, SEC. A. It is mutually agreed that any grievance or contention that may arise during the existence of this agreement as to its performance in good faith by either party shall be referred to a committee of six members, three to be selected by the employer and three from Local 108, I. U. of S. & O. E., which committee shall act as an adjustment committee, and said committee failing within five days to agree, by two-thirds vote, shall refer the matter in dispute to an arbitration board of seven, two to be selected by the employer and two by Local 108. In each instance the two thus appointed shall select one additional member to serve, and these two members thus selected shall choose the last or seventh member. The last three named shall be men of high standing, in no way connected with the granite industry. The arbitration committee thus constituted shall hear the parties and make an award within 15 days by a majority vote. Pending such arbitration in reference to the foregoing agreement, it is mutually agreed that there shall be no strike, lockout, or suspension of work.

SEC. B. It is further agreed that any grievance or contention that may arise during the existence of this agreement that is not covered by this agreement shall be referred to the adjustment committee, who shall render their decision within five days; and any agreement that they may come to in the matter under consideration shall be accepted by both parties. If the adjustment committee fails to agree the matter then shall be referred to the arbitration committee provided for in section (A) of this article. Pending consideration by this adjustment committee, it is mutually agreed that the cause of contention be not removed the first five days, but said contention shall be removed pending consideration by the arbitration committee, and it is further agreed that pending the consideration of any contention by said adjustment and arbitration committee there shall be no strike, lockout, or suspension of work. The award of arbitration committee shall be final.

ART. 8. Should either party desire a change to take effect April 1, 1928, three months' notice shall be given in writing previous to April 1, 1928, specifying changes desired. If no notice be given, this agreement shall hold in force for another year, and from year to year thereafter, with notice of change as provided above.

The following provisions are found in the agreement of the local joint executive board of the international union, Chicago, Ill., with an engraving company, May 1, 1925:

ARTICLE II. That they [employees] shall obey all orders of those in authority and conduct themselves in a respectful and gentlemanly manner and work in every way for the best interest of their employer.

ART. IV. All operating engineers shall receive their orders through the chief engineer, except in case of emergency, and the chief engineer shall be responsible to his employer for the employees in his department.

1st. During the life of this agreement there shall be no further demands made upon either party.

The following extracts are from the agreement of Local No. 270 with the Master Builders' Association of Des Moines, April 1, 1925:



**ARTICLE VI.** Where three shifts are employed seven and one-half hours shall constitute a day's work for each shift, for which a regular day of eight hours shall be paid. Where two shifts are employed eight hours shall constitute a day's work for each shift; night shift shall not start later than 6 p. m.

**ART. VIII.** Engineers must have suitable shelter over and around them to protect their lives and health. Engine rooms shall be heated when gas, electric, or skeleton engines are being operated during cold weather. The above must be complied with immediately after the engine is set ready for operation.

The party of the second part agrees not to strike in sympathy with any other craft unless ordered to do so by the president of their international union.

Extracts from the agreement of Local 874 with the Pile Driving and Dock Building Contractors of Cleveland, Ohio, May 1, 1925, follows:

**ARTICLE 1.** The parties hereto agree that, when this agreement goes into effect, nine hours shall constitute a full day's or night's work on all marine work.

On building foundations ashore the work day or night shall consist of eight hours when pile driver is on site of work. When more than one shift is employed eight hours shall constitute a shift's work.

**ART. 3.** Overtime shall be paid for at the rate of time and one-half.

**ART. 4.** Double time shall be allowed for any work performed on Sundays, New Year's Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.

**ART. 6.** When more than one shift is employed on the same work no man or men will be permitted to work on more than one shift in any 24 hours, provided, however, that the party of the second part is unable to furnish sufficient number of men to complete any other shift, then any man may be permitted to work on more than one shift at the single time rate of wages.

**ART. 9.** There shall be no limitation placed upon the amount of work to be performed by any of the men.

**ART. 10.** Satisfactory arrangements are to be made by the parties hereto, through their representatives, as to transportation, when men are required to go out of town. Should any man or men, so provided with transportation, fail to report for work, the amount paid for transportation will be refunded to the employer by the party of the second part or deducted from the man's or men's wages. Any member of the party of the second part who is sent to a job under the above transportation clause must work until completion of the job, or at least one week, before being entitled to fare one way. Men to receive their return transportation when work is completed. If a man is discharged for cause within the first week he shall not be entitled to transportation either way.

**ART. 11.** The parties hereto expressly stipulate that this agreement represents the full understanding of the parties and that no understandings or agreements made by their respective representatives, whether written or oral, or custom or habit, shall have any effect on its interpretation, and that this agreement is complete in itself.

### FIREMEN AND OILERS

The International Brotherhood of Firemen and Oilers comprises oilers, water tenders, boiler washers, ash handlers, coal passers, and boiler, retort, and stoker firemen and helpers. Their agreements are generally made with individual employers, call for an eight-hour day, with the usual overtime provision, and provide some method of arbitration. The following extracts are taken from an agreement made by Local No. 32, Detroit, Mich., April 1, 1925:

**ARTICLE III. (a)** \* \* \* The chief engineer shall have full charge of all firemen, oilers, and other boiler-room help, and in his absence the engineer on duty, appointed by the chief, shall have charge of all boiler-room help.

**(b)** \* \* \* The fireman in charge of boiler room, while on duty, shall not perform any other duty which shall take him outside of said boiler room not in connection with his said duty as fireman.

**ART. V.** \* \* \* Every man discharged by a subordinate shall, if he so desires, be given a hearing by the proprietor, president, or manager of the said factory; the business agent, chief engineer, or engineer on duty at the time of discharge may be present at such hearing.

ART. VI. (a) \* \* \* In case of sickness of any fireman or boiler-room help a man in good standing in Union Local No. 32, I. B. of S. F., shall be employed to fill the vacancy, and if the fireman or other boiler help, as the case may be, returns to work before the expiration of three months he shall be reinstated in his said position.

ART. VII. \* \* \* Whenever there are two or more firemen employed they may, with the approval of the chief engineer, alternate at such periods as a majority may agree upon.

ART. VIII. \* \* \* All firemen and other boiler-room help shall be obliged to give a 24-hour notice before resigning their position, and shall receive a 24-hour notice when discharged from said position.

### HOD CARRIERS

The International Hod Carriers, Building and Common Laborers' Union of America comprises persons doing laborers' work in quarries, factories, shipyards, mills, and building operations, digging trenches, erecting piers and foundations, wrecking buildings, underpinning and raising old buildings, constructing streets, sewers, and tunnels, laying water, gas, and electric mains, tending carpenters, bricklayers, masons, plasterers, making mortar, mixing cement, and building scaffolds for masons and plasterers. As a rule, a union comprises members working at all branches of the trade, although in the larger cities there are a few specialized unions.

The agreements are made by district <sup>contractors</sup> ~~men of high~~ where such exist, and with associations of employers where <sup>negotiation</sup> ~~negotiation~~ is possible. Provisions for arbitration are frequently made.

Extracts from the agreement of Local No. 224 with the Employers' Association and other contractors of Cedar Rapids, Iowa, April 1, 1925, follow:

ARTICLE VII, SECTION 1. All nonunion men employed at work such as claimed by the party of the second part will arrange to pay the total of their debit to the party of the second part through the agent thereof in such manner as may be stipulated by the said party of the second part, to wit:

All nonunion men may make such monetary payments as may be arranged by the aforementioned agent or such man or men shall give an order upon the employer in lieu thereof, and the employer upon the issuance of such order hereby agrees to accept same in good faith and compliance, provided that the above in reference to the monetary obligation of nonunion men will not be enforced on buildings or jobs during the first day of said nonunion man's employment where there are more than 3 or less than 25 laborers employed.

SEC. 2. Employers not maintaining listed offices shall remit to the business agent either in person or by mail all moneys deducted as per orders of employees within a period of two weeks from date of order; five per cent may be deducted to cover cost of mailing, etc.

ART. IX. When work is carried on by two or more shifts the first day shift shall not be required to start work before 6 a. m. The second and third shifts shall be considered as a regular day shift, and any less than eight hours on the second or third shift shall be considered as overtime, unless owing to conditions unavoidable by the employer or his agent.

ART. XV. Suitable drinking water and toilet facilities shall be provided for the parties of the second part by the parties of the first part, and should the party of the first part be negligent in this respect then the said party of the first part shall afford the party of the second part sufficient time in which to avail themselves of such water and toilet facilities.

ART. XVIII. There shall be no working rules requiring a foreman in charge of this craft. It shall be discretionary with the employer whether there shall be a foreman in charge of this craft, and he may place a foreman on the job at his discretion and designate who shall be foreman. If the employer in his discretion shall select a foreman as above provided, the wages to be paid said foreman shall be at a rate agreed to between the employer and said foreman, and not less than the laborer's scale.

The following extracts are from the agreement of the district council of the international union with the Building Trades Employers' Association of Pittsburgh, Pa., July 6, 1925:

ARTICLE II, SECTION 4. The employer shall pay all car fare outside of the city fare, and when workmen are requested to work outside of the city such a distance as to require them to get a car or train before 7 a. m., they shall receive at least one hour extra for the traveling and all fare.

ART. IV, SEC. 3. When men are regularly employed and report for work, or when they are ordered out and not placed at work, they shall receive two hours' pay. The above does not apply under conditions over which the employer has no control.

ART. V. Mortar mixers shall be allowed to start at 7.30 a. m. to prepare mortar for the mechanics with whom they work so that the mechanics may start at the starting time.

ART. VIII. There shall be no cessation of work for any cause, except where nonunion men are employed, should any dispute or misunderstanding arise, the same shall be taken up with the joint committee and their decision shall be final and binding on both parties. Work to continue pending the decision of the joint committee, which shall meet within 48 hours.

Provisions of the agreement of the district council of the international union, Rochester, N. Y., April 1, 1925, follow:

Seventh. The party of the first part shall furnish all tools of standard size for use required, rubber boots, coats, and hats, when working in or under dripping water. This does not imply rainy weather, but no workingman shall be discriminated against for quitting in rainy weather, except in case of emergency work.

Eighth. The party of the first part has the privilege to sublet to anybody any work of the original contract, providing that said work shall be done by union laborers, members of the party of the second part, and the subcontractor complies with all the conditions specified in this agreement. No members of the party of the second part shall be allowed to work for others not members of the party of the first part on building construction for less than the price named in this agreement.

Tenth. The mortar mixers and the mortar carriers are allowed by the party of the second part to start 10 minutes ahead of time in the morning and afternoon, to have the mortar ready in time for the masons, providing that said laborers stop 10 minutes ahead at noon and 5 p. m.

The following provisions appear in the agreement of Local No. 177 with the Master Builders' Association, Des Moines, Iowa, March 31, 1925.

ARTICLE III. All men tending masons to begin work previous to the hour of starting in order to have material on the boards or scaffold by starting time shall be left to option of contractor. \* \* \* Men beginning 10 minutes before starting hour to quit 10 minutes before quitting time.

ART. V. The foreman for building laborers may be a brickmason, plasterer, carpenter, laborer, or whoever the contractor may select and to whom authority may be given for the hire and discharge of men. All new employees to report to steward before starting work.

The following provisions appear in the agreement of the plaster tenders of Local No. 177:

SECTION 9. Any employer doing work out of town where no other hod carriers' union has jurisdiction shall use members of Local Union No. 177, and the employer and employees regulate their own scale of wages, but not less than 90 cents per hour. This refers to Polk County only.

SEC. 10. No steward shall be discharged for performing his duties, which he shall do as much as possible outside of working hours.

An extract from the agreement of Local No. 165 with the Master Masons' Association, Peoria, Ill., May 1, 1925, relative to strikes, follows:

SECTION 2. No member of the building laborers' union shall go out on a sympathetic strike, and in order to avoid said strikes all parties to this agreement

hereby covenant, contract, and agree that they will not tolerate nor recognize the right of any other association, union, council, or body of men, not directly parties hereto, to interfere with the carrying out of this agreement, and that they will use all lawful means to compel their members to comply with the agreement and working rules as hereinafter or hereinbefore stated. No member or members affiliated with the second party shall leave his work because nonunion men in some other line of work or trade are employed on the building or job, or because nonunion men in any other line of work or trade are employed on any other building or job, or stop or cause to be stopped any work under construction for any member or members affiliated with the first party except upon written order signed jointly by the presidents of the association and union.

### LATHERS

The Wood, Wire, and Metal Lathers' International Union comprises members engaged in putting light iron construction, wood, wire, and metal lath, or plaster board into position for the application of plastic material. The following extracts are from the agreement of Local No. 33, Pittsburgh, Pa., in effect June 1, 1925.

ARTICLE II, SECTION 1. All buildings are to be inclosed from November 1 until March 31.

SEC. 2. It is agreed and understood that the employer shall see that all material to be used by the lathers is protected from inclement weather previous to the lathers' arrival on the job. And it is further agreed and understood that the lathers shall see that same is properly protected thereafter.

SEC. 3. All elevator shafts to be properly covered at least two floors above and one floor below the floor the lathers are working on, and no other men to be working in the shaft at the same time.

SEC. 4. It is agreed that the lathers be not permitted to work in any building where there are no floors.

SEC. 5. For the safety of the public and as a protection to the owner, it is agreed that not less than 1½ inch hot rolled iron, or less than 2-inch pressed steel to be used as purlins in all ceilings more than 6 feet wide. Said purlins not to be placed more than 4 feet 6 inches apart, and hangers not to be placed more than 4 feet 6 inches apart.

SEC. 6. When a lather is sent to a job and not put to work on that day at starting time, where no valid reason exists to the contrary, he shall receive four hours' pay.

SEC. 7. When it is necessary for the men to board while working in the Pittsburgh district they shall receive \$1 a day extra, five days a week, and shall be paid car fare to and from the job once a week. This applies only to all men working on such work who have not had a permanent residence of at least six months.

SEC. 8. On jobs outside the city, where the men are required to travel daily, the employer will pay single time consumed by traveling before 7.15 a. m. and after 5.15 p. m. Said traveling time to be agreed upon between employer and employees' representative. Employer shall pay all car fare over two fares from city by street car and all fare if travel by steam car daily. This applies only to all men working on such work who have not had a permanent residence of at least six months.

SEC. 10. All men are to be paid on the job before 4.30 p. m. each Friday. In case a man is laid off or discharged he shall receive his pay in full at the time his services are discontinued. All waiting time regarding this section shall be paid at the rate of double time.

ART. IV, SEC. 1. It is agreed that the contracting plasterer shall be privileged to employ lathers either through a contracting lather or direct.

SEC. 2. But at no time shall he be privileged to employ them both ways at the same time. The employer shall signify which way he prefers to employ the men for a period of one year, provided that he can change from one to the other by notifying Local No. 33 in writing 10 days previous to change taking place, but no more than two changes shall be permitted during the life of this agreement.

SEC. 3 This clause shall not be construed to mean that a contracting plasterer can not contract metal lathing to a contracting lather while employing his wood lather direct.

The following sections are from the agreement of Locals Nos. 32 and 448, and the Employing Plasterers' Association of Buffalo, N. Y., May 1, 1925:

SECTION 4. On all work done by the day, where three or more men are employed on a building, there shall be a foreman, who shall receive \$1 per day in excess of the regular scale of wages being paid journeymen lathers.

SEC. 8. The parties of the second part agree to furnish competent wood and metal lathers on all work pertaining to their trade, in order not to retard the progress of work contracted by their employer.

### PAINTERS

The members of the Brotherhood of Painters, Decorators, and Paperhangers of America apply and remove oil, paints, varnishes, stains, and the like to and from any material for preservative or decorative purposes, set glass, and hang paper on walls. In small cities the various workers of the craft are grouped into single unions. In larger cities individual unions are found of house painters, sign painters, scenic painters, wagon painters, ship painters, car painters, hard-wood finishers, varnishers, gilders, paperhangers, glaziers, and decorative and art glass workers, grouped into district councils. As a rule, the agreements are made with individual employers by district councils where they exist. The 44-hour week is practically universal, but in a few cities the agreements call for a 40-hour week, Saturday being observed as a whole holiday. The following extracts from the agreement of District Council No. 4, Buffalo, N. Y., May 1, 1925, contain many provisions found in most painters' agreements, other than those common to all building trades agreements:

ARTICLE 2, SECTION 1. The employer agrees to employ none but union labor, except as hereinafter specified.

SEC. 4. The scale of wages for bridges and structural-steel work shall be at least 10 cents per hour more than the prevailing rate of wages. By "structural steel" is meant the steel columns, beams, tie rods, etc., of a new steel-constructed building which is to be painted before the steel is covered up or built into the building.

SEC. 5. During the busy months, to wit: April, May, and June, when the union is unable to furnish journeymen, the employer shall have the right to hire men other than members of the union wherever he can get them, on condition, however, that the employer notify the union or its business agent, and that the men so employed secure a permit within 24 hours from the union; the union reserving the right to refuse such permit unless such applicant pay an initiation fee which shall not exceed the initiation fee provided for in the constitution and by-laws of the union; said fee to be paid in full or in weekly installments, at the option of the union.

In case there shall be a shortage of union labor at any time, the union reserves the right to grant permits as above specified at any time other than April, May, and June, but only on condition that the applicant pay said initiation fee in full before permit is granted.

ART. 3, SEC. 1. If found necessary to work after 4.30 p. m. to finish a job or any distinct section of a job, straight time shall be paid up to 5.30 o'clock. If new work is started or men are sent to a job after 4.30 p. m., the time and one-half rate shall be paid, except as hereinafter mentioned.

SEC. 3. Where an emergency arises that would seem to make it necessary to work Saturday half-holidays on certain jobs and where it can be shown to be to the best interests of all concerned, permission may be granted by the business agent upon a written request from an employer in which the reasons for this request are incorporated. The scale of wages on this work and all work performed between the hours of 12 o'clock noon and 12 o'clock midnight Saturday shall be at the rate of double time.

ART. 4. Employer may contract for work done at night in department stores, banks, office and public buildings at the straight time rate during the months of

January and February. Such work to be performed by men not working during the day. Men so employed to work no more than eight hours in any one day, unless extra time is paid for at the overtime rate.

ART. 8. Sympathetic strikes shall in nowise be considered a violation of this agreement, but in the event of such strikes at least 24 hours' notice shall be given the employers affected.

ART. 10. It is agreed that neither party to this agreement shall use, or cause to be used, either directly or indirectly, paint-spraying machines of any make or construction for the painting of any building or structure.

ART. 12, SEC. 1. It is understood and agreed that in case any provision of this agreement shall be found to be contrary to law, such finding shall not in any way affect the other provisions of this agreement, which shall, notwithstanding, continue in full force and effect.

SEC. 2. A violation of any of the provisions of this contract by any member of the union, without the sanction of the union, shall not constitute a violation of this contract.

The following extracts from the agreement of District Council No. 1, Pittsburgh, Pa., April 1, 1925, contain other provisions in general use:

ARTICLE II, SECTION 3. Each shop employing an average of 10 men is entitled to a foreman, who need not be a member of the union, and shall be entitled to work only when it is necessary to give instructions or make samples.

ART. III, SEC. 3. Workmen shall not be subject to censure or be discharged for mistakes which may occur when specifications or written instructions relative to the work are not furnished to the workman in charge of the said work.

ART. VII, SEC. 2. Painting exterior of window frames, over and above three stories in height, where swing work is not practical, safety belts shall be furnished by the employer.

ART. IX, SEC. 1. Where drop cloths and rags are used they shall be furnished to workman in a sanitary condition. No member shall be discharged for refusing to work with unsanitary materials or on a ladder or scaffolding which he considers unsafe.

SEC. 2. Journeymen shall be allowed sufficient time before the hour of 4.30 p. m., or quitting time, for the purpose of placing materials, brushes, etc., where such properly belong, not to exceed 10 minutes.

SEC. 3. All employers to this agreement must have their workmen insured for the protection of the employees in accordance with the workmen's compensation laws of the State of Pennsylvania.

The following provisions of the agreement of District Council No. 18, Rochester, N. Y., April 1, 1925, relate to apprentices, health, and safety:

Ninth. Employment of apprentices shall be governed as follows: An apprentice must be under 21 years of age when engaged to learn the trade. An agreement shall be signed by the firm or contractor and by the legal guardian of the apprentice entering the employ of said firm or contractor, and shall be witnessed by a committee of the above brotherhood, whereby said apprentice is indentured to said firm or contractor for a period not to exceed three years, due consideration being given to ability and time worked previous to indenture. At the expiration of said agreement, if found necessary or expedient, it may be extended for a period of one year. An apprentice shall receive at least \$18 per week during the first year of his apprenticeship.

The number of apprentices allowed to any one firm or contractor shall be determined upon the presentation to the above brotherhood of satisfactory evidence as to the number of journeymen at full rate of wages employed for eight months during the previous year.

One apprentice being allowed to 3 journeymen or over.

Two apprentices being allowed to 10 journeymen or over.

Three apprentices being allowed to 15 journeymen or over.

Not more than three apprentices shall be allowed to any one firm or contractor.

Tenth. In no case shall any journeyman accept work unless protected under the provisions of the workmen's compensation law.

*Health and Safety*

**ARTICLE I.** Journeymen are to care for and inspect all ladders, scaffolding, and planks used by them for the protection of their own safety and in the interest of the employer who provides and maintains the equipment.

**ART. II.** Damp rubbing down and sandpapering shall be substituted for the dry method on all painted surfaces.

**ART. III.** Adequate toilet facilities within easy access shall be provided on all painting operations.

**ART. IV.** All hand mixing of dry lead, other leads, or lead paints, and any process involving the mixing, crushing, sifting, grinding in oil, or any other manipulation of lead or lead color, causing dust on the job, shall be prohibited.

Lead or products containing lead shall be given workmen only in the form of paste or ready-mixed paints.

**ART. V.** To offset the injurious effects of paint fumes on the health of the men, windows shall be kept open to assure a sufficient supply of fresh air. In the painting of area ways, elevator shafts, kitchenettes, and other confined places where there is no possibility of fresh air, rest periods of 10 minutes in each hour shall be allowed.

**ART. VI.** In order to remove poisonous paint from the hands and face men shall be allowed five minutes before the end of the morning and afternoon shift for the purpose of washing up.

The following extracts are from the agreement of Local No. 447 with the Master Painters and Contractors of Cedar Rapids, Iowa, April 1, 1925:

**ARTICLE III, SECTION 3.** Party of the first part shall select their foreman; he shall be a union man, a competent mechanic at his trade, and subject to the rules of the Brotherhood of Painters, Decorators, and Paperhangers of America Local No. 447.

**ART. IX, SEC. 1.** That the parties of the second part in this agreement shall not work with any man or men of any craft who are not members of the craft to which they rightfully belong, if said craft is locally or internationally affiliated with the Building Trades Department, American Federation of Labor.

**SEC. 2.** It is further agreed that one working-day shall be given to unionize or discharge any nonunion man or men of our craft that may come on the job to work.

**ART. XII, SEC. 2.** Apprentices are not to leave the employer to whom they have been apprenticed without first notifying Local No. 447, and must show good reason, ill treatment, or not taking proper interest in teaching the apprentice the trade, or out of work being sufficient reasons. Employers before discharging an apprentice must bring the case before Local No. 447 for a satisfactory adjustment.

The following provisions appear in the agreement of Local No. 41, Wilkes-Barre, Pa., April 1, 1925:

**ARTICLE III.** The party of the first part hereby agrees to recognize pay order when signed by men in their employ and presented by the representative of the union.

**ART. VI.** Men who are working a night shift must register with the representative of the union and be paid at the rate of double time.

**ART. VIII.** The party of the first part shall have the right to employ one boy as an apprentice for the first three men employed the major portion of the year, and one additional apprentice for each ten men thereafter. Such boy or boys shall be under 21 years of age when beginning his apprenticeship and shall be bound by contract for a term of three years. Said party of the first part shall furnish such boy or boys with indenture papers or credentials. Apprentices shall not be required to work more than eight hours outside of shop, nor shall they be allowed to work outside of shop on any job for a longer period than one day unless with one or more journeymen.

**ART. XIV.** During the months of April, May, September, October, November, December, January, February, and March 44 hours shall constitute a week's work, week ending Saturday at noon. During the months of June, July, and August 40 hours shall constitute a week's work, week ending Friday at 5 p. m.

All employees shall be paid once each week, payment to be made on the job in cash (no checks), and not more than two days' pay to be held back. All time waiting for pay after hours shall be paid for at the rate of double time.

The following extracts are from the agreement and working rules of Local No. 498, Jamestown, N. Y., April 1, 1925:

ARTICLE VI. No member of the union shall be allowed to work for other parties after a day's work has been performed for his employer, and no member of the union is allowed to work for other boss painters or paperhangers but parties to this agreement. In all cases the boss painters, decorators, and paperhangers shall be protected by the system of fines imposed by said union on any of its members known to violate this agreement. The attached working rules shall form part of this agreement.

ART. X. The refusal of members to work on a nonunion or unfair job shall not be considered a violation of this agreement.

#### *Working Rules*

SECTION 4. Any journeyman working below the scale shall be fined such sum as the union may direct, and any contractor who employs or endeavors to employ, either directly or indirectly, any member of the union for less than the regular scale of wages shall have all men withdrawn from his shop.

SEC. 5. No journeyman painter (not recognized as a regular contractor) shall be allowed to contract for any work without first applying to the business agent for a permit for each and every job. Failure to do so, charges will be preferred against him. The business agent shall investigate all such jobs, and if the member can not make the scale of wages he shall not be allowed to do the work.

SEC. 8. It shall be compulsory for all contractors to carry liability insurance covering all of his employees, under the laws of the workmen's compensation law of the State of New York, the business agent to be permitted to inspect the policies and receipts for same.

The following provisions relative to contractors appear in the agreement of Local No. 476, Youngstown, Ohio, April 1, 1925:

ARTICLE IV, SECTION 1. It is agreed that no more than one member of any firm or company is to be allowed to work without a card from Local Union No. 476, and said firm or company must employ one or more men the year around unless said contractor carries a card with Local Union No. 476.

SEC. 3. The business agent shall have absolute power to pull any job put on the unfair list by this Local No. 476 or by the building trades council. The business agent shall also have the power to examine the pay roll of any firm of contractors whenever he deems it necessary.

SEC. 4. The business agent shall appoint shop and job stewards for the enforcement of the working rules or decisions of Local No. 476. Such appointments to be subject to the approval of the local. When a member is discharged the steward shall be notified immediately by the man in charge of the work. Any steward through faithful performances of his duties who is discriminated against shall be entitled to and receive the full protection of Local No. 476. It is fully understood that no man in charge of work shall be a steward.

SEC. 7. All contractors signing this scale must abide by the specific requirements of the standard safety code, as compiled by the Industrial Commission of Ohio, at all times.

The following extracts are taken from the agreement of Local No. 549, Erie, Pa., April 1, 1925:

SECTION 2. No overtime work shall be done except where business would be interfered with if work was done in regular working hours. Any member being compelled to work on Saturday between 12 o'clock noon and 5 o'clock p. m. shall first get a permit from the local union before Saturday noon.

SEC. 4. All bosses, contractors, and jobbers working at the trade instead of signing an agreement must become members of the union, unless employing one or more men the major part of the year.

SEC. 7. Employers employing seven or more men throughout the year may employ a superintendent, who need not be a member of the union; provided, that not more than one superintendent shall be employed.



SEC. 9. Any member of this union doing work for other than regular contractors shall charge not less than [three dollars a day above the minimum rate].

The following provisions are found in the agreement of Local No. 49, Memphis, Tenn., April 1, 1925:

SECTION 5. Journeymen painters, paperhangers, decorators, etc., shall only be allowed to contract during strikes, lockouts, and unemployment. A journeyman painter, etc., shall not be allowed to contract any work without taking out a permit for each job from the business agent. Failing to do so, charges shall be preferred against him by the business agent. He shall state contract price, and the business agent shall investigate the job, and if the business agent deems it necessary he may call upon any boss painter or member of Local Union No. 49 or both to help him estimate the job, and if the member or members can not make the scale of wages, plus 20 per cent, he shall not be allowed to proceed with the job, and if the member or members makes a misstatement in regard to the price of the job, charges shall be preferred against him in the local, and if guilty, punished as the union may see fit. If a member has been contracting for a year, he shall be considered a regular contractor and shall be exempt from this section. Members working for others than painting contractors, store, office or city buildings, where men are employed regularly, shall receive 20 per cent more per day than regular scale.

SEC. 14. When men are ordered to report at shop or job in the morning and not put to work (weather permitting) they shall be paid for four hours' time.

SEC. 15. Any boss painter who works himself agrees to work one or more journeymen every day he works himself, provided Local No. 49 can furnish a man who is qualified to do this particular piece of work.

SEC. 17. When an employer discharges a member because he belongs to our brotherhood or for upholding our trades rules, when so proven to the satisfaction of Local No. 49, shall be deprived of brotherhood men until the matter has been settled and reparation made.

SEC. 18. On spraying and finishing of furniture, one man, other than a union man, will be allowed to work on furniture only. Should more men be needed members of Local Union No. 49 must be employed.

The following extracts are taken from the agreement of Glaziers and Glass Workers' Local No. 1274, Bridgeport, Conn., March, 1925.

Said employer further agrees, in consideration of the above, that he will always keep in his employ not less than one member of said local in good standing and that he will never discharge said member of said local except by mutual agreement with said local.

In consideration of the above, said employer agrees that in regard to plate glass setting, any two to five members of said local engaged by the employer may have one helper, which helper may be either a truck driver or apprentice who carries a card and is in good standing.

In consideration of the above, said employer agrees that all steel-sash workers shall be permitted to have one helper for every two to five men in his employ, who will not be permitted to clip, set, or cut glass.

The agreement of Sign, Scene and Pictorial Painters' Local No. 830, Chicago, April 1, 1925, contains the following provisions:

SECTION 4. Any member that furnishes vehicle to transport paint or paraphernalia of contractor (excepting commercial box or bucket of brushes) shall be paid \$3 for each day or fraction thereof in addition to the regular rate of wages, and said pay for use of vehicle shall be paid at same time, manner, and place as provided in section 9 herein.

SEC. 6. Sign and pictorial painters and senior apprentices working "on the road" shall receive the daily wage scale adopted by the local union having jurisdiction over the locality from which they are traveling, and not less than \$3.50 per day hotel expenses, together with all traveling expenses from date of leaving until they return to their home town; provided that they must comply with the working rules and laws of the locality in which they work and demand at all times the shorter work day and higher wage scale. Members so engaged shall receive a traveling card issued by the G. E. B. through their local unions, said cards to be colored—the color to be changed semiannually.

SEC. 8. Any member of the party of the second part working on tanks and stacks or on any sign above 60 feet—sidewalk level—shall be paid 50 cents per

hour in addition to the regular rate of wages for the entire sign. Working on stacks 100 feet or higher shall be paid for at the rate of double time.

Sec. 9. Any member of the party of the second part working on electric signs, either horizontal or vertical, where the highest point of electric sign is more than 15 and less than 60 feet above sidewalk level, either new work or repaint, shall be paid 25 cents per hour in addition to the regular rate of wages.

Sec. 13. The said party of the first part further agrees not to employ or cause to be employed more senior apprentices than the combined number of journeymen in each shop. It is expressly agreed that no senior apprentice or apprentice shall be permitted to work overtime in any shop unless assisting a journeyman. No senior apprentice or apprentice shall remain in any shop after workmen have quit (preparatory work excepted) unless there remain with them an equal number of journeymen. Under no circumstances will a senior apprentice be allowed to do sizing, cutting in, lettering, nor shall he do or finish any part of gold or silver lettering, shading, outlining or high lighting, or varnishing window lettering. No senior apprentice shall be permitted to work as a journeyman at any of the branches under the jurisdiction of the painters' district council.

Sec. 16. It is expressly agreed that no member of the party of the second part be held liable for any damage or injury caused as a result of paint carried by the wind, or any other accident on the part of the party of the second part while in the services of the party of the first part.

Sec. 20. A sympathetic strike, when ordered by the board of business agents of Painters' District Council No. 14 shall not be a violation of this agreement.

Sec. 21. This agreement shall not take away the power of the business agent of the painters' district council or Local No. 830 to call a strike on any shop for any reason that may appear to the painters' district council or Local 830 to be sufficient.

Sec. 24. The party of the first part hereby agrees with party of the second part to comply with the State law pertaining to guard rails on swing staging, and all necessary safety devices that shall be in force, and will further comply with the State law regarding the State of Illinois compensation act insurance, and will insure members of Local Union 830 only in insurance companies approved of by the State of Illinois Industrial Commission, Local Union 830, and the Painters' District Council No. 14. The business agents of Local Union 830 are instructed to secure written proof from the party of the first part that this rule will be strictly complied with.

## PLASTERERS

The Operative Plasterers' and Cement Finishers, International Association of the United States and Canada consists of two classes of members—plasterers, who do plain and ornamental plastering of cement, stucco, and artificial stone work; and cement finishers, who spread and finish cement, concrete, asphalt, and composition work in buildings, bridges, elevators, gutters, streets, steps, sidewalks, tunnels, sewers, cisterns, etc. The agreements are similar to those of the other building trades. The following extracts are from the agreement of Plasterers' Local No. 31 with the Contracting Plasterers' Association, Pittsburgh, Pa., April 1, 1925:

No. 4 (d). \* \* \* Saturday work will be eliminated beginning June 1, 1925.  
No. 8. No overtime work shall be done on any new or reconstructed building except where it is absolutely necessary, and then only by permission from business agent, president, vice president, or financial secretary of Local No. 31. (Governs apprentices also.)

When there is a shortage of workmen in the shop industry permits shall be granted to employers to work their men overtime when the necessity arises.

This applies to work being done under the jurisdiction of Local No. 31 and does not apply to work being done for employers in other cities.

Employers must secure permits before starting work as specified in section 8, second paragraph.

No. 16. The original contractor should finish a job, or any part thereof, for which he may have a contract, and no journeyman plasterers will work on such jobs for anyone except the original contractor, unless requested to by such

original contractor. Final payment shall be evidence of completion of such contract. Any job that is not completed by the original contractor for the plastering, owing to a dispute or inability same shall be finished by the journeymen of No. 31 by the day, after a settlement has been made by the contracting plasterer. Final payment to be evidence of settlement.

No. 20 (a). No apprentice shall be taken to learn the trade of plastering when he is over the age of 18 years unless agreed to in conference committee, and then only in conformity with the following apprentice rules:

(b) An employer must be one year or more in the business before he is allowed any apprentice.

(c) An employer employing an average of three men per year shall not be allowed more than one apprentice and an additional apprentice for every additional five men.

(d) No employer shall have more than four apprentices except as provided for hereafter under clauses of this section.

(e) All apprentices shall serve an apprenticeship of four years at the trade.

(f) All apprentices shall be required to sign an agreement, witnessed by the employer and a representative of Local No. 31, and same to be binding on both the employer and apprentice.

(g) No apprentice shall leave his employer during the term of his apprenticeship.

(h) When an apprentice is thrown out of employment for any reason his case shall be referred to the chairman of the conference committee and business agent of Local No. 31, who shall, if they deem it proper, use their best endeavors to have the apprentice placed in a shop where his apprenticeship may be completed.

(i) When employer has work, provision must be made to keep apprentices employed during their apprenticeship, or wages may be claimed by the apprentice after being idle one week.

(j) When three men are to be employed on ornamental work, or cornice work, the third man shall be an apprentice, provided there is one on the job or in the shop.

(k) When an apprentice has served three years at the trade in any shop where he has had no opportunity to learn ornamental or cornice work, the joint conference committee may place such an apprentice in a shop where he may learn this branch of the work, upon application of said apprentice, and where such an opening exists.

(m) When an apprentice has been working at the trade six months (actual time) and has shown sufficient skill at the business for this period he shall be paid same rate of overtime as is paid to journeymen.

(n) If an apprentice fails to show such mechanical ability as would be expected from him at the end of his first six months at the trade he will not be entitled to the same rate as journeymen until he has been at the trade for one year, after which time he shall receive same rate for overtime (double time) as is paid to members of No. 31.

(o) It is permissible for employers to allow apprentice plasterers to work in the shop if so desired.

(p) Where apprentices are employed, members of Local No. 31 must, to the best of their ability, instruct the apprentices in becoming proficient mechanics at the trade.

No. 28. All jobs outside the city, where men are required to board train or street cars daily will be governed by the following:

(a) When men are required to board train, car, or bus to out-of-town work before 7.15 a. m. at city terminal or his nearest intermediate point, he shall receive single-rate time for all time before 7.15 a. m. Same applies to all time after 5.15 p. m., arriving back to city terminal or his nearest intermediate point.

(b) On all work outside the city, where men go to and from daily, all transportation shall be paid by the employer.

(c) When men go from the city to work, and locate in the vicinity of such jobs, same allowance for fare must be paid as if men went to and from the city daily.

(d) On all jobs outside the city, where it is not practical for men to go and return daily, the employer will pay round-trip transportation once a week; and in addition thereto there shall be a board allowance of \$6 per week, providing the job is in the jurisdiction of or controlled by Local No. 31.

(f) Members required to travel at night for their employer shall be given Pullman accommodations.

No. 30. All buildings must be inclosed between November 1 and April 1, or no members of Local No. 31 will be allowed to start or continue at work on such building or buildings. Buildings must also be heated or heat preparations be made ready to operate if weather conditions so require between November 1 and April 1, same to be furnished by general contractor, owner, or architect, together with proper light at all times when necessary, otherwise no member of No. 31 will be permitted to start work or continue work on such buildings.

No. 31. All elevator and other openings to be securely covered for the protection of the men working in same, at least one to three stories above and one story below, and no other workmen to work in shaft at the same time. No member of Local No. 31 shall be allowed to work in any building where there are no floors.

No. 32. On all buildings over eight stories in height elevator accommodations must be provided to take men from street floor to floor employed on, and vice versa.

No. 33. (j) On all work where three or more men are employed, and the employer does not look after the work personally, there shall be a foreman appointed. This rule applies to all who employ members of Journeymen Plasterers' Union Local No. 31.

(k) A foreman shall be paid not less than \$1 per day above the standard rate of journeymen's wages.

(l) Journeymen plasterers shall furnish all tools necessary for the completion of his work, except wooden tools, which shall be furnished by the employer, and they shall be such as can be used to do work in a practical manner. Journeymen shall see that tools furnished by employers are kept in good condition at all times.

(m) No member of Local No. 31 shall be allowed to work for any employer who may use the tools if said employer can not qualify as a competent plasterer.

(n) Not more than two members of a firm shall be permitted to work with the tools of the plastering trade. Such employers or contractors must conform to rules, hours, and conditions governing members of Journeymen Plasterers' Union Local No. 31.

(o) No member of the O. P. & C. F. I. A. shall be allowed to work where open salamanders, gasoline, oil, or any other torch which is injurious to the health of our members are used. Salamanders, in particular, must be piped to a flue or opening to carry fumes out of building. (International law.)

The following extracts are from the agreement of Local No. 179 with the Plastering Contractors' Association of Youngstown, Ohio, March 1, 1925:

SECTION 2. A committee of three members from the plastering contractors and a committee of three members from Local 179, O. P. C. F. I. A., shall constitute a joint board, to whom all violations of any questions arising under this agreement and any and all other grievances and disputes which from time to time may arise between the parties to this agreement shall be referred.

Sec. 3. Members of said board shall have full power to act, and its finding shall be final in all cases. Four members shall constitute a quorum, but both sides must be equally represented.

Sec. 4. Both parties to this agreement will at their annual election each year, or at any special election called for that purpose, elect three members to serve on this board for a period of one year.

Sec. 5. Local 179, O. P. C. F. I. A., reserves the right of referendum and recall at any time on the members of their committee.

Sec. 7. No member shall serve on this board unless actively engaged in the plastering business as an employer or employee. No foreman shall serve on this board except with consent of Local 179, O. P. C. F. I. A. In case of death, resignation, or removal of any member of joint board, the vacancy to be filled by the election of a member from the association from which his predecessor was elected at the next regular meeting of the board.

In case of temporary absence of any member of the joint board, or in case of any members being interested in questions brought before the board, the president of his association shall appoint a substitute.

Sec. 8. All questions in regard to wages and other matters of mutual concern to be settled by parties to this agreement through the joint board, and by that way only.

All violation of working rules and all questions involved in Local 179 only to be settled by Local 179 only.

Sec. 9. All questions to go before the joint board shall be reported in writing to the joint board within two weeks of occurrence, or they shall receive no consideration.

Sec. 19. On forming the joint board, all contractors, parties to this agreement, must be notified and they must register with board not later than two weeks from that time; thereafter they must register on April 20 and October 20 of each year.

All employers must have sufficient capital to take care of three pay rolls and show that they carry workmen's compensation insurance with the Industrial Commission of Ohio.

Sec. 20. Any party or parties wishing to become a plastering contractor must show that he belonged to the O. P. C. F. I. A. for at least two successive years.

Sec. 21. Should any apprentice so desire, he shall attend a session of night school during the last year of his apprenticeship for the express purpose of studying architectural drawing, said school to be agreed upon by both parties and the tuition paid for by his employers.

Sec. 22. All work must be done in a workmanlike manner. All angles and base to show straight and true. The employee shall do a reasonable day's work, and the employer shall allow a reasonable amount of time for having the same done.

Sec. 23. The original contractor must finish any job for which he may have a contract, and no journeyman plasterer shall be permitted to work on any job for any other than the original contractor, except in cases of bankruptcy or foreclosure. Final payment shall be evidence of completion of such contract.

In foreclosed or noncompleted buildings where any plastering has been done the job can be finished on a cost-plus basis by a contractor who must employ a foreman on such job, or can be finished by members of Local 179, by the day.

Sec. 24. No party to this agreement will be permitted to do any work for any person, contractor, or company who is indebted to any party to this agreement for plastering work done until debt is paid.

Sec. 25. No member of Local 179 shall be permitted to work for any contractor who does not furnish all material for lathing and plastering on any job for which he may have a contract.

Sec. 26. On all jobs where the elevator shafts are plastered there must be a closed scaffold not more than two floors above and not more than one floor below the journeymen while at work therein. Where the shafts are plastered from the cage there must be a closed hood over the journeymen not more than 8 feet from the floor of the cage on which they are working.

## PLUMBERS

The United Association of Journeymen Plumbers and Steam Fitters of the United States and Canada comprises, in addition to those named in its title, gas fitters, sprinkler fitters, railroad fitters, marine plumbers, marine fitters, hot-water fitters, general pipe fitters, fixture fitters, and their helpers or apprentices. In the smaller cities locals generally include representatives of all the above classes; in the larger cities locals are often found comprising but one of these crafts.

The agreements are generally made by locals with employers' associations. All the agreements mentioned below, except the last two, are for two years.

The agreement of Plumbers' Local No. 27 with the Pittsburgh Master Plumbers' Association, January 1, 1925, is very complete. The extracts here given are fairly illustrative of the contents of other plumbers' agreements:

ARTICLE I, SECTION 2. Any journeyman reporting for work at starting time, unless previously notified not to appear, shall receive one day's pay.

Sec. 3. Men leaving Union Station or any central street-car station or sub-railroad station at 7.30 a. m. and returning to said starting point at 5 p. m. shall

receive eight hours' pay and train or street-car fare from said starting point and return.

SEC. 4. A journeyman who is employed shall not permit himself to be borrowed or loaned to work for any other employer, except when all members of Local Union No. 27 are employed at the time.

ART. III, SEC. 2. Employees when working outside the city and do not return daily shall be paid board, lodging, and car fare. When work is located 50 miles or over from the city, one round-trip car fare will be allowed. When employer has work under the jurisdiction of some other local union at least one member of Local Union No. 27 shall be placed on job as the foreman.

ART. IV, SEC. 1. When two or more shifts are required, employees shall work for straight-time wages as follows:

SEC. 2. First shift shall work eight hours, between the hours of 8 a. m. and 4.30 p. m., and other shifts shall work seven hours each and receive eight hours' pay therefor.

SEC. 3. It is understood that unemployed members of Local Union No. 27 shall be placed on extra shift. Those working on one shift will not work on extra shift, except when unemployed members of Local Union No. 27 are not available.

ART. V, SEC. 1. In the absence of a pipe machine in shop or on the job, the master plumber may have pipe cut and threaded 2½ inches and over to the best advantage and employ whomsoever he sees fit to operate the pipe machine in shop. When pipe machine is used on job, plumber shall operate same.

ART. VII. It is understood and agreed that the superintendent of the shop shall not handle tools.

ART. VIII, SEC. 1. It is understood that in case of jurisdictional dispute between other trades, members of Local Union No. 27 shall not cease work, except when it affects members of the United Association.

SEC. 2. It is hereby understood and agreed that there shall be no lockout and that Local Union No. 27 will not enter into sympathetic strike or remove their men until at least one and one-half working days have lapsed after notification.

ART. X. It is understood and agreed that no journeyman shall be allowed to do plumbing or fitting on his or their own account when employed during the day, and no master plumber shall work as a journeyman for another master plumber.

ART. XII, SEC. 1. No apprentice shall be placed at work until his application has been approved by the joint conference committee. Master plumbers may employ whom they choose as apprentices, subject to registration as may be determined by the Pittsburgh Master Plumbers' Association and Local Union No. 27.

SEC. 2. All apprentices shall not be under 16 years of age and shall be under probation for six months; and if he, the apprentice, be satisfactory, he shall be registered by each association.

SEC. 3. The term of apprenticeship shall be five years, and no apprentice shall be allowed to work alone until he has served three years; then he may be given tools if found competent.

SEC. 4. Any employer having in his or their employ at the time of making application one journeyman plumber and having employed a journeyman plumber for six consecutive months, previous to making application, shall be entitled to one apprentice.

Additional apprentices may be assigned by the joint conference committee when proper application has been filed, showing that additional apprentices are required and that the employer has employed during the previous 12 months and is at present employing 6 or more journeyman plumbers.

SEC. 5. It is understood that the apprentices be under the jurisdiction of the joint conference committee and may be removed after due notice is given the employer. In no case shall there be more than three apprentices in any one shop.

SEC. 6. Whenever it is determined by the joint conference committee that a master plumber has ceased to employ the required number of journeyman plumbers justifying additional apprentices in his employ, these apprentices may be removed by the committee and assigned to other employers.

SEC. 7. No apprentice shall be permitted to quit or leave his employer without first notifying the proper officers of the Pittsburgh Master Plumbers' Association and Local Union No. 27, who shall act on the case in joint session at the earliest possible date. Violation of this section may cause the annulment of registration in both associations.

SEC. 9. All apprentices will be compelled to attend a trade school under the penalty of cancellation of registration. Both parties to this agreement will be required to see that this rule is enforced.

SEC. 10. Any apprentice absenting himself from the Grant Public School without a reasonable excuse signed by the apprentice and his employer will be subject to the following penalties by the joint conference committee and the Industrial Commission: First offense, suspension for one week; second offense, suspension for two weeks; third offense, cancellation of working registration card by the joint conference committee.

SEC. 11. The examining board of four members shall be appointed by the joint conference committee, two members from the Pittsburgh Master Plumbers' Association and two members from Local Union No. 27, Journeyman Plumbers. The duties of the examining board will be to have charge of the training, education, and examination of apprentices who have reached the three-year period prior to being furnished too's. It is further understood and agreed that the joint conference committee will have full control of the apprentice question.

Further provisions relative to apprentices are given in the agreement of Plumbers and Steamfitters' Local No. 48 with the Plumbing Contractors' Association, of Baltimore, May 1, 1925:

SECTION 12. Each shop employing one or more members steadily shall be entitled to one junior plumber and one additional helper or apprentice for every three members employed.

A helper or apprentice after serving at least four years when deeming himself competent to use too's shall apply to the joint examining board of plumbers through his employer for an examination, by a written application for such. After passing examination, each of the associations parties to this agreement shall immediately be notified so that a record be kept, said successful applicant be permitted to work with his tools under instructions of a man in charge of the job for the master plumber making the application for him at any wages they may mutually agree upon for the period of one year, when they then shall make application to the local as a member and are to receive the wages agreed upon in this agreement.

All boys must receive examination through this joint examining board before being accepted by Local No. 48 for membership, and no other method of examination is to exist during the term of this agreement. All applications must be accompanied by a fee of \$5. If an applicant fails to pass he must return as a helper or apprentice for 6 months, after which time he may again apply for an examination as above.

It is understood that no more than one helper can apply for this examination from any one shop during any one year and no shop can at any time have more than one of these successful applicants working at one time, and none of these applicants can work in any shop but the one that recommends him for examination.

Should the applicant leave this shop he shall at once be paid the full wages of a journeyman.

The joint examining board shall consist of four members—two from the Plumbing Contractors' Association and two from the Plumbers' Local No. 48, and to be elected annually.

The following extracts, from the agreement between the Plumbers and Steamfitters' Local No. 333 and the Erie (Pa.) Sanitary Association, May 1, 1925, and the agreement of Plumbers and Steamfitters' Local No. 72, Atlanta, Ga., for 1925, are of interest:

SECTION 10. No plumber, steam fitter, or plumber's apprentice shall work at anything but his own craft unless all members of said craft are employed. However, if a master plumber or fitter receives an emergency call pertaining to heating or plumbing he shall be allowed to proceed with such work, using a plumber or steam fitter on same, but said master plumber or fitter shall immediately notify the business agent of the local of the amount of the work. Where a foreman is required on same building a man from each craft shall be employed. [Agreement of Local No. 333 of Erie, Pa.]

8. Plumbers and steam fitters shall work for none but legitimate licensed master plumbers and steam fitters with an established place of business and those

approved of by the joint arbitration board herein provided for, and shall do no work for themselves outside of their own property and shall endeavor to have all work go through the legitimate channels of business.

10. White and colored laborers shall confine themselves to clearing sewers, digging trenches, mixing cement, and lifting on heavier work, but in no case shall a laborer handle plumbers or fitters' tools. [Agreement of Local No. 72 of Atlanta.]

The following provisions appear in the agreement of Steam Fitters' Local No. 537 with the Heating and Piping Contractors' Boston Association (Inc.), July 15, 1925:

ARTICLE III, SECTION 1. Local No. 537 hereby agrees that it will not furnish or allow its members to work for any other than a master steam fitter recognized as such in the trade and conducting a regular shop for this expressed purpose, and further agrees to give preference in the furnishing of workmen to the members of the Heating and Piping Contractors' Boston Association.

ART. IV, SEC. 2. Any helper who has worked at least five years at the business may appear before this joint examining committee for examination as a fitter, but in case he is rejected he can not appear for six months thereafter.

ART. VIII, SEC. 1. A joint board of arbitration shall be established composed of three members of each party to this agreement. If the board becomes deadlocked on any question it shall choose an umpire who shall preside and participate in the vote until the question at issue is settled.

SEC. 2. The board of arbitration shall have the following duties: To decide on any violation of the agreement, rules, or duties of a steam fitter when called upon.

To interpret the meaning of the wording of this agreement.

To decide on any other matter which has been mutually agreed to be left to this board.

To decide on any disagreement of the joint examining committee.

To amend from time to time the duties of a steam fitter, as the interests of both parties may appear.

To adjust differences between an employer and an employee.

SEC. 3. It is mutually agreed that in case any of the rules or agreements are being violated by either of the parties to this agreement, or by any of its members, then no strike or lockouts against any member or members of either party shall be instituted by either party without first submitting the grievance or question at issue to the board of arbitration, and all the work shall continue without interruption pending proceedings.

SEC. 4. \* \* \* When a decision is reached by the board of arbitration upon any matter submitted to it the said decision shall be final and binding upon both parties. Any subsequent action of either party shall in no way alter or nullify the effect of said decision, nor shall said decision be abrogated by either party without the consent of the board of arbitration.

SEC. 5. It is hereby agreed that the joint arbitration board shall have full power to impose such reasonable penalty not to exceed \$100 upon a member of either party hereto adjudged guilty by said board of violating any of the provisions of this agreement, as decided upon by two-thirds vote of the entire board.

ART. IX; SEC. 2. All heating and piping contractors signing this agreement shall pay into the Heating and Piping Contractors' Boston Association, each month in advance, a fee for the purpose of defraying their proportionate share of the expense incidental to carrying out the requirements of this agreement.

The following extracts relative to apprentices are from the agreement of the Steam Fitters' Local No. 120 with the Heating and Piping Contractors' Cleveland Association, May 1, 1925:

ARTICLE VII, SECTION 1. There shall be appointed, by each party to this agreement, a committee of three (the president of each party being ex officio a member), to be known jointly as the joint apprenticeship committee, which committee shall have complete and final control of all apprentices registered with it, so far as they are concerned.

SEC. 2. When a heating contractor desires to employ an apprentice he shall make application upon the form furnished by the joint apprenticeship committee.

SEC. 3. When an applicant desires to receive an apprentice card he shall make application upon the form furnished by the joint apprenticeship committee.



Sec. 4. Each shop employing two steam fitters the year around shall be entitled to one apprentice (subject to interpretation agreed upon by both parties); each shop averaging five steam fitters throughout the year shall be entitled to two apprentices; each shop averaging nine steam fitters throughout the year shall be entitled to three apprentices and one apprentice to each three steam fitters thereafter.

Sec. 5. Applicants to be eligible to apprenticeship must be at least 16 and not over 22 years of age, and must be recommended by three parties acceptable to the apprenticeship committee. The applicant must be able to read and write the English language and have the equivalent of common-school education.

Sec. 6. The applicant, if accepted by the joint apprenticeship committee, shall receive from it a probationary permit card which shall entitle him to work for the employing heating contractor for three months from the date of issuance of such card.

Sec. 7. If after the expiration of three months the applicant proves satisfactory to both parties concerned, the employing heating contractor in such case shall cause the apprentice to appear before the joint apprenticeship committee, with application for apprenticeship card, upon the form prescribed by the committee, and he shall receive an apprentice card bearing the date of the probationary card.

Sec. 8. The employer to whom the apprentice is assigned, after such apprentice has passed the probationary period, shall undertake to keep him at work, except in the case of lockouts, strikes, sickness, or other unavoidable causes, or by the action of the joint apprenticeship committee. In case of dissatisfaction during the three-month trial period, or at any time thereafter, the employer shall immediately notify the joint apprenticeship committee in writing, give the name of the apprentice, and the reason for said dissatisfaction, and disposition of such apprentice shall be made by the apprenticeship committee within 10 days of receipt of such notice.

Sec. 9. The joint apprenticeship committee may issue a permit for apprentice to work either temporarily or permanently for another contractor than the one to whom he is assigned, in which case the employer to whom he is reassigned will assume all obligations of the original employer.

Sec. 10. An apprentice shall be allowed to work only under the direction of a journeyman steam fitter, except when working in shop, and then only under such working conditions and hours as are enjoyed by journeymen steam fitters.

Sec. 11. Apprentices' wages shall be as follows, viz.: First year, 30 per cent of fitters' wages per hour; second year, 40 per cent of fitters' wages per hour; third year, 50 per cent of fitters' wages per hour; fourth year, 60 per cent of fitters' wages per hour; and fifth year, 60 per cent of fitters' wages per hour.

Sec. 12. An apprentice summoned to appear before the joint apprenticeship committee must answer such summons upon the date set. Failure to respond, without reasonable cause, to such summons shall cause the apprentice card to be revoked.

Sec. 13. An apprenticeship shall be for a period of five years, at the expiration of which period his employer or employers shall prepare a statement for consideration by the joint apprenticeship committee, which statement shall set forth the department, experiences, and general knowledge the apprentice has acquired.

An apprentice shall then be eligible as a journeyman, provided his knowledge of the trade after a final examination conducted by the joint apprenticeship committee is such as will satisfy the board that he is qualified as a good, efficient journeyman. If the apprentice should fail to pass the final examination the apprenticeship committee may order him to continue as an apprentice for an additional six months, and at the end of such time another examination will be given him. If he can not qualify at the end of six months he shall be referred to the joint apprenticeship committee for final disposition.

Sec. 14. Apprentice shall carry card signed by the chairman of the joint apprenticeship committee and the secretary of the Steam Fitters' Local Union 120, and this card shall designate the employer to whom the apprentice is assigned and the year of service.

Sec. 15. The joint apprenticeship committee shall elect a chairman and secretary; chairman shall be member of one association, secretary of the other; set a time and place for regular meetings and transact such business as may come before them in a manner that will elevate the heating industry. Between meetings of the board routine matters may be handled by the chairman and secretary of the joint apprenticeship committee, acting jointly, and their action shall be subject to the approval or revision of the joint board.

SEC. 16. Expense incurred by the joint apprenticeship committee in carrying out the provisions of this agreement shall be borne by the Heating and Piping Contractors' Cleveland Association.

SEC. 17. These apprentice rules shall not be amended, altered, or suspended except by two-thirds vote of the joint apprenticeship committee, and then only upon 30 days' notice in writing to all members of the apprenticeship committee.

SEC. 18. All old helpers who have not had the necessary five years' experience are to be started as apprentices with credit allowed for the time they have served as helpers, if they so desire.

The following provisions are found in the agreement of the Steam Fitters Local No. 636 with the Heating and Piping Contractors' Detroit Association, made December 3, 1925, and expiring April 30, 1927:

\* \* \* The party of the first part is a Michigan corporation whose membership is composed of persons, firms, and corporations engaged in the heating and plumbing business in the city of Detroit, county of Wayne, a certain portion of whom conduct their business with other than union fitters, and the party of the first part enters into this agreement in the interests of those of its members who now use none other than union fitters and in the interests of those of its members who in the future may elect to use none other than union fitters.

ARTICLE VI, SECTION 2. The Detroit Steam Fitters' Protective Association, Local 636, parties of the second part to this agreement, hereby agree not to enter into nor sign any agreement with any other association or organization, contractor, contractors, or individuals during the life of this agreement, nor will they, nor any member of the party of the second part, work for anyone under less favorable conditions or terms than those contained in this agreement.

ART. VII. The use of tools on a job by one member of the party of the first part shall not be considered a sufficient reason for any member of the party of the second part to leave any job on which he may be working.

ART. VIII, SEC. 1. Any member of the party of the first part may discharge any member of the party of the second part at the discretion of the party of the first part and such action will not in any way invalidate or be considered a violation of this agreement.

ART. IX, SEC. 1. No member of the party of the second part shall contract, subcontract, or do piecework, or directly or indirectly engage in contracting or piecework, or work in the employ of any person or corporation or firm, except those legitimately engaged in the heating business, public maintenance work excepted.

SEC. 2. No member of the party of the first part shall enter into any agreement with any members of the party of the second part to do contracting or piecework.

SEC. 3. No member or members of the parties to this agreement shall agree to accept or give a bonus or bonuses at the completion of any jobs or at the expiration of any fixed period or time.

SEC. 4. In the event of a fitter being hired or as an employee reporting for work he shall at least receive one-half day's pay.

## ROOFERS

The United Slate, Tile, and Composition Roofers, Damp and Waterproof Workers' Association is composed of the two classes of roofers named in the title. The union was formed in 1920 by a consolidation of these two classes of roofers and in the larger cities the two branches have kept their separate existence.

The following extracts from the agreement between the Cleveland Master Roofers and Waterproofers' Association and Local No. 44, Cleveland, Ohio, May 1, 1925, relate to matters peculiar to the trade:

ARTICLE II, SECTION 2. Roofers shall have full charge of handling all material after delivery at hoist, or roofers may be used for delivering same at hoist, if so desired by the employer.

SEC. 3. The employer shall be permitted to place and use his men in any capacity he may desire, so long as he adheres to the scale of wages and employees' position demands.

ART. III, SEC. 1. When the business agent of the party of the first [sic] part can not supply the employer with roofers the latter shall have the right to employ persons not affiliated with the party of the second part, provided that such person shall obtain from the foreman on the job, without charge, a working permit for the balance of the current calendar week, such permit to be issued with the express understanding that the holder thereof shall abide by the provisions of this agreement except as regards rate of wages, and to be revocable in case of any abuse of the good faith of the party of the second part; that such permit shall be renewable weekly in advance at the office of the business agent upon payment of a permit fee of \$1.50 for a period of not to exceed three months; and that whenever the holder thereof shall qualify for membership in the party of the second part all permit fees previously paid in by him shall be credited upon his initiation fee.

ART. V. SEC. 1. \* \* \* Wages of roofers shall be the nearest even money (by the hour) within less than  $2\frac{1}{2}$  cents of the average wage of the 20 trades hereinafter named, provided that if the average wage falls on the  $2\frac{1}{2}$  cents the roofer's wage shall also fall on the  $2\frac{1}{2}$  cents. Wages of foremen \* \* \* shall be 10 cents per hour more than the roofer's wage. The 20 trades on which the average wage is based shall be: The asbestos workers, brick masons, carpenters, cement finishers, composition roofers, electricians, elevator constructors, floor scrapers, glaziers, hoisting engineers, lathers, painters, plasterers, plumbers, sheet-metal workers, slate roofers, steam fitters, stone cutters, structural-iron workers, and tile setters. The average wage shall be determined by adding together the wage scales of the above trades, as of May 1 of each year, and dividing the sum by the number of trades.

SEC. 3. Where more than one shift is employed the second and third shifts shall work seven hours and receive eight hours' pay; but if the work is less than four hours employes shall be paid at the rate of time and one-half, and if more than four hours' work they shall receive eight hours' pay at straight time. The above is to apply to waterproofing work only.

SEC. 4. When roofers are requested to report at employer's yard or shop they shall be there 30 minutes before the regular starting time, but shall be paid for actual time worked before 8 a. m. at straight time.

ART. VII. SEC. 3. When employees are sent out of town to work and it is impossible to go to and from the city each day they shall work 9 hours per day at straight time, except Saturdays, when they shall work  $4\frac{1}{2}$  hours at straight time. The employer shall pay all board, railway fare, and traveling time in full, when properly accounted for. All employees sent out of town to work shall have a guaranteed wage of not less than 36 hours per week.

SEC. 4. When roofers are sent from Cleveland on jobs outside of the 25-mile radius not less than 2 roofers shall be sent on any job of 20 squares or more.

ART. XI. SEC. 1. Each article of this agreement and every part of each article is hereby declared to be an independent article or part of article, and the holding of any article or part thereof to be void or inactive for any reason shall not affect any other article or part of article.

The following extracts are from the agreement between the Master Sheet Metal Roofers' Association and Local No. 33, Boston, Mass., April 1, 1925:

In order to insure the public against conditions of the past, to prevent strikes or lockouts, and to insure a peaceable adjustment and settlement of any and all grievances, disputes, and differences that may arise between any of the parties to this agreement without stoppage of work, and to bring about as near as is possible at this time uniform conditions that will tend to stabilize and encourage the building industry, both parties have entered into this agreement.

ARTICLE 3, SECTION A. All men sent to jobs outside of Boston shall work under existing Boston conditions. Their board and transportation to be paid by the employer. It is agreed that such men take the train nearest 7.30 a. m. leaving Boston, provided the same does not leave before 7.20 a. m. They shall take the train nearest 5 p. m. returning, except Saturday, which shall be train nearest 12 noon. During winter months the returning time shall be train nearest to 4.30 p. m.

SEC. B. It is stipulated and agreed that living arrangements shall be made immediately on arrival, and living conditions be satisfactory to members; car fares to be paid to and from job. The unreasonable use of trucks in transporting men out of town shall be eliminated during winter months—November, December, January, February, and March.

ART. 7, SEC. A. It is agreed there shall be one helper to each three mechanics employed, except on repair work and slate and tile roofing jobs, when the necessary number of helpers may be employed.

SEC. B. The helper shall be allowed to make himself generally useful on the job, or at the shop, and shall be given every opportunity to learn the craft so as to advance in his own interest and the interests of the parties to this agreement, but shall not interfere with the employment of the mechanic.

ART. 9. Only firms who are members of this association, or those complying with the articles of this agreement, will be considered union firms, and only such firms shall the union support and furnish men. A list of these firms shall be made available to all parties to this agreement.

The following provisions are found in the agreement between the Master Slate, Tile, and Asbestos Roofers' Association and Local No. 3, Pittsburgh, Pa., March 1, 1925:

ARTICLE VI, SECTION 1. There shall be no cessation of work for any cause except where nonunion men are employed, except as provided in Article VII. Should any dispute or misunderstanding arise, the same shall be referred to a joint arbitration committee, consisting of three members from the Master Slate and Tile Roofers' Association of Allegheny County, and three members from the slate and tile roofers' union. In case they can not agree this joint arbitration committee shall select an umpire and whose decision shall be final and binding on all parties. The decision shall be rendered in six working days.

SEC. 3. Local No. 3 agrees that there shall be no cessation of work on account of any jurisdictional disputes between any other trades, provided the decisions of the building trades department or the national jurisdictional award board are adhered to.

ART. VII, SEC. 1. Contractors may employ any members of the union whom they see fit. Should the contractor ask the union for men and the union is not able to furnish the required number of reliable men, the contractor shall have the privilege of employing whosoever he wishes.

ART. VIII, SEC. 1. One apprentice for each shop employing one journeyman regularly and one for each three additional journeymen. The apprentice shall be registered with both the employers' association and the union.

ART. XII, SEC. 1. No member of the union shall do contract work.

SEC. 2. \* \* \* Slate roofers will not work on any roof over one-quarter pitch, except when a safe scaffold is erected to within 24 inches of the eave and at least 24 inches wide, to be built by the general contractor of the building.

The following extracts are from the agreement of Local No. 63, Youngstown, Ohio, April 1, 1925:

RULE 2. When time to finish job on Saturday afternoon does not exceed one hour, workmen shall stay and finish the job at straight time.

RULE 4. Time and a half shall be paid for overtime until 9 p. m. and double time from 9 p. m. until regular starting time for next day's work.

RULE 8. Employers will honor all orders for money due Local No. 63 when issued by business agent or financial secretary and signed by debtor. The business agent to have access to shop or job where he has business pertaining to his office at any time, but will make his visit as brief as possible when during working hours.

RULE 10. No member of Local No. 63 shall be permitted to contract for work or do work on his own accord other than on his own individual property while employed by any contractor signing this agreement, but shall turn over all such work to his employer.

RULE 13. Any foreman in any shop under the jurisdiction of Local No. 63 which has 10 or more men working under him is required to make application for membership, pay same initiation fee as others, but will immediately take out withdrawal card, the same to be renewed annually for the sum of \$3.

The first and second of the above agreements are for three years, the third for two years and the fourth for one year.

#### SHEET-METAL WORKERS

Members of the Amalgamated Sheet Metal Workers' International Association are coppersmiths or tinsmiths. The former make and

repair sheet copper and brass work—copper pipes, kettles, tanks, pans, stills, and coils. The latter make and repair sheet-metal roofing, cornices, gutters, conductors, library stacks, hollow-metal doors and metal sashes, ceilings, picture moldings, furniture, shelving, signs, lockers, ventilators, and furnaces. In only the larger cities are the two classes of members found in separate locals. Workers in railroad shops, automobile shops, and shipyards generally form unions by themselves. Agreements are generally made with associations of sheet-metal contractors.

The following extracts are from the agreement between the Sheet Metal Contractors' Association and Local No. 12, Pittsburgh, Pa., March 1, 1925:

**ARTICLE II, SECTION 1.** Employees working within the city or within one car fare zone from the City-County Building will be required to report on the job and be ready for work at 8 o'clock a. m., and shall work eight full hours up to 4.30 o'clock p. m., excepting Saturday, when they shall quit at 12 o'clock noon. When working outside of this one-car-fare zone if it is necessary for employees to take train or car earlier than 7.30 o'clock a. m. and return on train or car arriving in city later than 5 o'clock p. m. traveling time before 7.30 o'clock a. m. and after 5 o'clock p. m. shall be paid at the straight-time rate. Such traveling time will be paid only to those men who must travel to reach the job. When workmen are hired on the job they will not be paid for any traveling time.

**ART. IV, SEC. 1.** It is understood and agreed that any contractor or journeyman violating any article of this agreement shall be summoned to appear within one week at a joint meeting of the conference committee to answer charges of violation, copy of charges to be sent to party committing the violation.

At a meeting of said joint committee both sides shall have equal number of votes, whether all members are present or not. Seven members shall constitute a quorum and compel their members to abide by said decisions, which are to be final and binding. In case parties tried by the joint committee shall be declared guilty the respective association of which he is a member shall determine the penalty.

**ART. VI, SEC. 1.** When two or three shifts are required, employees shall work for straight-time wages, as follows:

First shift shall work eight hours, between the hours of 8 a. m. and 4.30 p. m., and the other shifts shall work seven hours each and receive eight hours' pay therefor.

**ART. IX, SEC. 1.** Contractors may employ whom they see fit. Should the contractor ask the union for men and the union is not able to furnish the required number of reliable men, the contractor shall have the privilege of employing whomsoever he wishes until such time as the union can furnish the necessary number of men. Employers shall notify business agent of their employment.

**ART. XI, SEC. 1.** Employers shall pay all excess car fare.

**ART. XIII, SEC. 1.** Employees will be entirely under the direction of the employers, and there shall be no discrimination against the location in which work is to be done, nor against the character of the sheet-metal work to be done, and on evidence of material willfully destroyed or time willfully lost a deduction in pay shall be made to cover such loss.

The following provisions appear in the agreement of Local No. 5, Youngstown, Ohio, April 1, 1925:

**RULE No. 3.** No member of this union is allowed to move material from job or shop with his own conveyance.

**RULE No. 8.** Employers will honor money orders for money due Local No. 5 when issued by business agent or financial secretary and signed by debtor. The business agent to have access to shop or job where he has business pertaining to his office at any time, but will make his business as brief as possible when made during working hours.

**RULE No. 10.** No member of Local No. 5, while employed by any contractor signing this agreement, shall be permitted to contract for work or do work on his own accord other than on his individual property, but shall turn such work over to his employer. Members of No. 5 will do all in their power to enforce this rule.

No work shall be done on Saturday afternoon unless by permit by business agent.

The following extracts are from the agreement between the Sheet Metal Contractors and Locals Nos. 91 and 299 of East Moline, Moline, and Rock Island, Ill., and Davenport, Iowa, June 1, 1925:

ARTICLE 5, SECTION 1. Each shop may employ one apprentice for the first three journeymen, two for five, and three for eight, etc., providing, however, said shop so hiring apprentice or apprentices gives steady employment to one man at least eight months in the year.

SEC. 2. The time for an apprentice to serve shall be four years.

SEC. 3. After the full service of two years he may apply for junior membership and appear before the examining board holding a certificate from his employer showing that he has complied with all agreements signed by him.

SEC. 4. An apprentice shall have all the assistance possible, both from his employer and the journeymen, even in the shop in which he works, to make him a skilled mechanic.

ART. 6, SEC. 1. The employer reserves the right to use helpers whenever he deems it advisable to do so.

ART. 7, SEC. 1. Any member of a firm or corporation working with the tools on building construction must have a journeymen's card in the Sheet Metal Workers' International Association and have a building-trades card.

ART. 8, SEC. 1. Contractors shall be admitted to the Locals No. 299 and No. 91, but shall not have a voice or vote on the hours of work or wages and shall not be eligible to office.

SEC. 2. Employers must agree not to do any work on Saturday afternoon, other than small inside jobs, and otherwise live up to the union rules.

The following provision is found in the agreement of Local No. 1 with the Sheet Metal Contractors of Peoria, Ill., May 1, 1925:

11. Both parties to this agreement hereby covenant and agree that they will not tolerate nor recognize any right of any other association or union, council, or body of men, not direct parties to this agreement, to order a strike or lockout, or otherwise interfere or dictate, and that work can be stopped only by an order signed jointly by the presidents of the association and union, parties hereto, or the joint conference committee elected in accordance with this agreement, and that they will compel their members to comply with the arbitration agreement and working rules as jointly agreed upon and adopted.

The following extracts are taken from the apprenticeship agreement of Local No. 17, Boston, Mass., April 1, 1925:

There shall be a joint committee on apprentices comprised of four members, two from the employers' association and two from Local Union No. 17. They shall have full control of all matters pertaining to apprentices. Their decision on all matters affecting relation between apprentices and signatories of this agreement shall be binding on all parties. They shall issue all apprentice cards and hold meetings at least once each month.

SECTION 1. The number of apprentices allowed shall be on the following basis: For the first apprentice one to four mechanics employed, based on a yearly average; for the second and third apprentice on the basis of one to each seven mechanics employed, but in no case shall more than four apprentices be employed in any one shop.

SEC. 2. When an employer desires an apprentice he shall apply to the secretary of the apprenticeship committee, who will place the application before this committee for action at the next regular meeting. No applicant should exceed 21 years of age.

SEC. 3. Every apprentice shall have at least 24 months of shop work during the term of his apprenticeship. Only during the last year of his term the apprentice shall have all the privileges of a mechanic except on overtime work and it is further agreed that no apprentice shall be allowed to work with a helper except during his last year. No apprentice will be permitted to work overtime except when working with a mechanic during his final year of his apprenticeship.

SEC. 4. The apprentice course covers a term of five years. When an employer secures the services of an apprentice by action of the apprenticeship committee it is with the understanding that the apprentice shall be steadily employed for

the full term or balance thereof. Apprentice cards shall be issued in duplicate, the original to be retained by the employer. The apprentice shall carry the duplicate card with him at all times for identification.

SEC. 6. The hours for apprentices doing mechanical work shall not be more than 44 hours weekly. \* \* \* Cleaning up shop, starting fires, etc., to be done outside the regular working hours.

SEC. 7. The apprentice shall apply himself diligently to learning the various processes, tool, and machine operations used in constructing the sheet-metal work as conducted by his employer. He must regularly attend school, as directed by the committee on apprentices, during the term of his apprenticeship. Punctual attendance is imperative.

SEC. 8. No apprentice shall be permitted to leave the shop at which he is employed or accept employment in another shop without the consent of the apprenticeship committee.

All apprentices will be subject to an examination at the call of the committee.

Any apprentice failing to comply with these rules may be compelled to terminate his services as an apprentice.

### STRUCTURAL-IRON WORKERS

The members of the International Association of Bridge, Structural, and Ornamental Iron Workers construct, load, erect, install, remove, dismantle, and wreck bridges, viaducts, trestles, dams, reservoirs, piers, docks, elevators, caissons, tunnels, subways, blast furnaces, vats, tanks, towers, trusses, and fire escapes, drive piles, move and place machinery and rigging, and make, erect, and construct the structural and ornamental iron and metal work in buildings. Ordinarily a local union comprises workers of all classes. In a few of the largest cities, however, there are unions composed of but one class of workers. The territory covered by a local generally extends many miles beyond the city or town where its headquarters are, often more than 100 miles. Agreements are usually made with employers' associations.

Extracts from the agreement between the Steel and Iron Contractors' Association and Local No. 207, Youngstown, Ohio, May 1, 1925, show the general provisions of structural-iron workers agreements that are not common to the other building-trades agreements:

ARTICLE VI, SECTION 1. No less than four men shall constitute a riveting gang. No less than six men shall be on the floor around a derrick, constituting a raising gang, a pusher, two connectors, two hookers on, and the bell man, and if the derrick be operated with swing lines or bull stick seven men shall constitute the gang, and there shall be no infraction of this rule.

SEC. 2. There shall be not less than four men operating derrick in yards of storage point.

ART. VII, SEC. 2. On all work out of the city traveling expenses must be paid by the employer. On all work inside city limits all car fare in excess of one city fare must be paid by the employer. Where men are required to take suburban cars one shall take the car leaving city at 7 a. m. and return on the car nearest to 4.30 p. m. It is understood that all members of Local Union No. 207 shall work the full eight hours on all jobs in the city limits.

ART. VIII, SEC. 2. When men are hired through the office during working hours their time shall start from the time they leave the office, allowing a reasonable time to reach the job.

ART. IX. It shall be the duty of the contractor at all times to see that every precaution is taken to safeguard the men by placing planks on the erection floor, and further that adequate floor protection must be provided for at least two floors below riveting gangs. This must be strictly adhered to.

ART. X. Workmen shall be paid every week at 12 o'clock noon on Saturday in currency. The employers shall not withhold more than one and one-half days to prepare the pay roll.

ART. XIII. When structural and ornamental iron workers are hired by an employer or his representative to go out of the city to work he shall be furnished first-class accommodations, berth, and traveling expenses, and be paid straight-time rate of wages while traveling to and from the job, and in event of the employee quitting the job before he has worked 10 days his expenses shall revert to his employer and their conduct judged by the foreman in charge.

ART. XVII, SEC. 2. The employer agrees to pay railroad fare and board when shipping ornamental-iron workers out of the city.

SEC. 3. Where transportation will not be convenient for employee to make connections with car or train between the hours of 8 a. m. and 5 p. m. employer shall pay board.

SEC. 4. When employees are required to report at shop they shall report at 8 a. m. and shall be paid car fare to, and from the shop during working hours.

SEC. 5. When shipping bridge, structural, ornamental-iron workers, and reinforced concrete, steel, and machinery movers, and riggers out of the city employers shall pay first-class accommodations, including berth when required, traveling time to and from the job, providing member stays 10 days or more on the job, and transportation back, providing employee be discharged or until completion of the job.

The following provisions appear in the agreement of Local No. 44, Cincinnati, Ohio, February 24, 1925:

ARTICLE I, SECTION 5. When desired by the company, two separate shifts may be employed on the same piece of work, paying each shift only the regular scale of wages agreed upon to constitute a day's work. When two shifts are employed the hours of work of the day shift may be arranged with the consent of the company and the men as may be most advantageous, but the hours of employment of each shift shall not be less than the hours fixed upon to constitute a day's work. No member of this association will be allowed to work in two shifts unless he is paid overtime for all work performed in excess of the eight hours.

SEC. 6. Companies shipping men out of town will pay transportation to and from jobs, and also day traveling time. The party of the second part agrees to pay for berth for 200 miles or more when traveling at night.

SEC. 8. The party of the first part agrees that there shall be no limitations as to the amount of work a workman shall perform during working hours.

SEC. 9. There shall be no restrictions as to the use of machinery and tools.

ART. II, SEC. 7. Whenever two or more journeyman members of the association are working on a piece of work a steward may be selected from one of their members to represent the association. The man selected as steward shall not leave his work or interfere with the workmen during working hours, and shall perform his duties as steward in such a way as not to conflict with his duties as an employee of the company.

SEC. 8. Superintendents will not have to carry a card representing the International Association of Bridge, Structural, and Ornamental Iron Workers, but said men will not be allowed to handle the tools pertaining to the erection of work claimed by the association. All orders shall be issued to foremen and not direct to men.

SEC. 9. On all jobs where two or more structural or ornamental erectors are employed one of these shall be a foreman in charge of the work, who shall be paid not less than 15 cents per hour more than the structural scale of wages, such foremen to be members of this union.

SEC. 10. The party of the first part agrees to the employment by the party of the second part of one apprentice to every seven journeymen on bridge or structural iron work. When working two finishers or more on ornamental iron or bronze work (up to the number of four) one apprentice is to be allowed, and after that the ratio of apprentices of one to every four journeymen is to maintain. These apprentices are to carry cards of this union. On new and repair work, such as cellar doors, coal chutes, prismatic sidewalk lights, area gratings, only one apprentice is allowed to each finisher.

SEC. 12. This union strictly prohibits piecework of any kind and will not tolerate it under any circumstances.

SEC. 13. When men report at the shop and are required to pick out tools or rigging they shall receive pay for all time from time of starting until laid off that day.

SEC. 14. It is understood that on all jobs where union men can not be furnished after having served 48 hours' notice, then the foremen on the job shall



get permit from the business agent to hire such men as he may be able to get until members of this local union can be furnished, said temporary men to be paid not less than the apprentice scale of wages.

SEC. 15. The company shall be at liberty to employ or discharge, through its foreman, any journeyman member of the association employed under this agreement as it may see fit, but no man is to be discriminated against in any manner by reason of his connection with any organization affiliated with the American Federation of Labor.

SEC. 16. Any iron loaded or unloaded at the building site during the erection of the work is to be handled by the party of the first part, as well as the unloading of fabricated materials from cars, excepting when in or in front of the shop of party of the second part.

SEC. 19. If the party of the second part sublets any portion of his work covered by this agreement, then this subcontractor shall be subject to the terms of this agreement.

The following provisions are taken from the agreement of Local No. 7, Boston, Mass., November 4, 1925:

ARTICLE V. (a) Apprentices on construction work may be employed at the ratio of not more than one apprentice to every seven journeymen employed by any employer.

(b) Apprentices on ornamental finish work may be employed at the ratio of not more than one apprentice to every four journeymen employed by any employer.

(c) The wages of apprentices shall be as at present until determined otherwise, as provided in section (e) of this article.

(d) Apprentices to learn the trade must not be more than 30 years of age.

(e) The above article in regard to apprentices may be changed at any time during the life of this agreement by mutual consent of both parties signatory hereto, to conform to the apprenticeship system which is being carried on under the guidance of the Boston Building Congress.

ART. VI. Anyone employed as an iron-worker foreman on a job shall be a member of this union, and shall receive not less than 20 cents per hour in excess of the scale of the mechanics. A general steel foreman must be a member of this organization.

ART. IX. Any member leaving the city to work shall report on the job at 8 o'clock and shall receive all traveling time at single-time rate and expenses to and from the job and board and room out of town. Men leaving before completion of the job to be paid expenses one way.

## CIGAR MAKERS

The Cigar Makers' International Union of America makes no agreements. All work is piecework. Each local draws up a bill of prices, which a manufacturer is obliged to observe if he wishes to use the label. Some of the regulations accompanying the bill of prices of Local No. 98, St. Paul, Minn., April 9, 1925, are as follows:

4. Union to furnish gauges for all shops. Shop's collector to be held responsible for gauge.

5. Shop collector must gauge cigars at least once every two weeks.

12. That enough stock be provided for all the men so there will be no waiting, and that the said stock be put in the best possible working condition, and that enough stock be provided for the men to work all day.

20. "No limit." Manufacturers who on account of business depression lay off their employees shall not be allowed to hire new cigar makers until four weeks after the original force laid off is put back to work.

21. Employers who discharge shop collectors or other employees for following instructions of union, or for demanding strict adherence to the provisions of this scale of prices, the constitution of the C. M. I. U. of A., and the by-laws of Union 98, shall be denied the privilege and use of the union blue label pending satisfactory settlement.

22. Apprentices must serve three years at the bench making or packing cigars.

23. One apprentice to a shop of 5 men or under; two apprentices to 10 men or over, and three to 15 men—this to be the limit—but no apprentice of packing

shall be permitted unless a journeyman packer is employed in any one shop. No apprentice shall work after 5 p. m. at the bench. A layoff occurring in any shop for a longer time than three days, no apprentice employed in such shop shall be permitted to work at the bench during such layoff.

24. All wages must be paid in cash, weekly.

26. The shop shall not be swept till 12 m. and 5 p. m., and all shops shall be open 15 minutes to 8 a. m. and 15 minutes to 1 p. m. All shops to have sufficient light and heat.

27. That wrappers be given to the men in pads of not less than 50 wrappers for handwork and not less than 100 wrappers for mold work. Binders to be served in not less than 8-ounce pads.

28. That in case there is not stock enough for all men to work that none of the men be allowed to work.

29. That in case the mold workers are laid off on account of an oversupply of cigars, and hand workers are needed, that the mold workers must be given the preference on handwork. This rule to apply both ways.

30. There shall be sufficient presses in each shop so that each cigar maker can press three molds each. Also a press furnished on table for each man working on 10 block molds.

Whenever any grievance arises, reference to stock conditions or otherwise, shop collector upon request of member or members shall call a meeting of members in shop for adjustment of same. Any member refusing to answer call of shop collector shall be fined \$2; shop collector refusing to call meeting at request of member shall be fined \$3.

## CLERKS, RETAIL

The Retail Clerks' International Protective Association includes in its membership persons employed in mercantile and mail-order establishments handling and selling merchandise.

The following extracts from the agreement of Local No. 219, Belleville, Ill., March 15, 1925, are representative of the organization:

(1) That it will loan, without cost to party of the second part store card No. —, and that the party of the second part will be responsible to the amount of not more than \$1 for said card. This card is, and shall remain, the property of the party of the first part, and must be surrendered by the party of the second part upon violation of any of the provisions of this agreement or on demand of the party of the first part.

(2) All extra help shall procure a monthly permit card in advance issued by Local No. 219. This card good for extra help on Saturday and one week before Christmas only. In stores where any of the regular help is laid off no permit cards will be issued. All extra help to receive not less than one-sixth of the minimum weekly wage per day for their service.

(3) All persons over 16 years of age shall procure a permit card from the secretary of Local No. 219, R. C. I. P. A., within six days after beginning work, provided however, the employer has procured and considered a list of idle members from the secretary of Local Union No. 219, R. C. I. P. A.; otherwise no employee will be issued a permit card or considered eligible for membership in the abovementioned local union, and such employee or employees shall become members within 30 days of Local Union No. 219, R. C. I. P. A., and remain in good standing as long as employed.

The party of the second part agrees not to retain in their employ after being notified by the secretary or business agent of Local No. 219, R. C. I. P. A., any employee over 16 years of age who has not procured said permit card and in every way complied with this section of the agreement, and no more than one or major fraction over five members employed in any one store. In the event party of the second part employs no clerks, he or she may not employ anyone under 16 years of age.

(5) All employees of millinery stores shall procure a regular permit card while so employed.

(6) Eight and one-half hours shall constitute a day's work, with the exception of Saturday, which shall not be more than 10 hours per day for all male clerks and 9 hours for all female clerks, and not less than 1 hour shall be allowed to each clerk for each meal.

(7) That there be given to members of the party of the first part one full week's vacation, with full pay, between the months of May 1 and October 1, to clerks who have been employed by the same firm for a period of one year; time to be mutually agreed upon by both parties.

Party of the second part further agrees to grant to all employees of Local No. 219 one half holiday during the year with full pay other than the holidays specified in this agreement.

The parties of the first part shall receive full pay for all holidays on which stores close, providing party of the first part has worked before the holiday and after the holiday in that week.

(8) All clerks shall begin work at 8 a. m., except grocery, stationery, hardware, and electric stores. These clerks shall begin work at 7.30 a. m. All female clerks shall not commence work before 8 a. m.

(10) Should in any case a clerk be discharged or laid off temporarily, it must not be on account of wages or union affairs.

It is understood and agreed that no member shall be discriminated against or denied employment because of his or her activities in matters affecting the local.

(11) In case party of the second part shall require or allow any employee to work longer than the hours specified in this agreement, it shall be deemed a violation of this agreement, unless time and one-half is paid to said employee.

(12) Party of second part agrees to take no orders for delivery that will cause any employee to work longer than the hours specified in this agreement.

(13) All special costumes to be used by clerks must be furnished by said firm or company gratis.

(17) Retail clerks of Local No. 219 hereby establishes a jurisdiction over baker shops, and all employees in baker shops selling or handling bakery goods must become members of Local No. 219.

(18) In stores where there has been a family affair of help or extra help there shall be but one employed as manager of the different departments who shall not be eligible to membership; all the rest of the parties involved in such a store shall become members of Local No. 219.

The following extracts are from the agreement of Local No. 174, Seattle, Wash., September 10, 1925:

2. It is expressly understood and agreed that the party of the first part shall not open their stores before 9 a. m. and close not later than 6 p. m. every day in the week. Clerks shall be in their respective positions and ready for business by 9 a. m., and no employee is to remain on duty for more than 15 minutes after 6 p. m.

3. It is further agreed that the sales people shall each day be entitled to one hour for the noon lunch.

4. \* \* \* Any sales person with less than one year's experience shall be classed as an apprentice. \* \* \* All apprentices must become members of the union, subject to its laws governing same.

6. No employee of the party of the first part shall suffer any reduction in wages through the operation or because of the adoption of this agreement.

## CLOTHING TRADES

### BOOT AND SHOE WORKERS

There are several independent shoemakers' unions, each with locals operating in various places and making agreements. These agreements generally provide for a union shop, a revision of prices and conditions at stated intervals, an overtime rate, a form of arbitration, and an equal division of work during slack seasons.

The Boot and Shoe Workers Union has a form known as the "union stamp contract," which is in very general use by the unions under its control. Extracts from this agreement were printed in Bulletin No. 393 (pp. 48, 49).

Extracts from a three-year arbitration agreement of the Cut Sole Workers' Local No. 12 of the Shoe Workers' Protective Union of Haverhill, Mass., January 1, 1925, follow:

**SECTION II, PARAGRAPH 1.** The employer agrees not to move nor divert his business from Haverhill, Mass., unless an emergency exists recognized as such by the chairman of the Haverhill Cut Sole Board provided for herein or by the citizens' committee designated herein.

**SEC. III, PAR. 1.** Except as may be otherwise agreed upon, only members of Local 12, Shoe Workers' Protective Union, in good standing shall be employed by the manufacturer to perform operations in the manufacture of cut soles. When a manufacturer lacks a sufficient number of union operatives to do his work \* \* \* he shall at once notify the local's headquarters \* \* \* ; if the local does not supply a sufficient number of competent union operatives within 24 hours, then the employer shall have the right to employ operatives who are not members of Local 12, Shoe Workers' Protective Union, \* \* \* and the local agrees to accept such operatives into the local at the regular initiation fee; provided that if the manufacturer, upon subsequently being notified that the local can supply union operatives, states that he has employed and wishes to retain operatives who are not members of the local, then such statement by the manufacturer shall make the said operatives regular members of the shop crew. This is not to be construed as requiring that the local accept into membership any person not having a clean labor record, and manufacturers shall replace such operatives upon request of the local.

**PAR. 2.** Upon hiring any operative who is not a member of said local the manufacturer shall immediately forward in writing to the local the name and address of such operative.

**PAR. 4.** During the slack periods work shall be distributed as equally as possible among the crew.

**SEC. IV, PAR. 1.** The regular working time each week shall be five days of nine hours each. The agent of the local may, at his discretion, authorize additional hours within legal limits, either Saturday morning or other overtime work. In authorizing or refusing to authorize overtime work the agent shall consider the welfare of the business as well as the preference of the employees.

**PAR. 4.** This section shall be construed and applied consistently with its purpose to restrict the working time of employees to five days of nine hours each in so far as expedient without loss of earnings to operatives and without loss of business or profit to manufacturers.

**SEC. VI, PAR. 1.** In case of disagreement concerning a price to be paid for new work, namely, work of a kind not heretofore done or by process not heretofore used, pending the consideration and adjustment or arbitration of such dispute concerning a price, the work shall be at the price then paid for work nearest or most similar thereto. In the event of any misunderstanding as to a price to be paid, the price that has been or is being paid shall continue to be paid until the matter is adjusted.

**SEC. VIII, PAR. 1.** All differences shall be referred for final settlement to a board of arbitration, to be known as the Haverhill Cut Sole Board, which shall consist of three members to be chosen as follows: One member to be appointed by the business agent of Local 12, Shoe Workers' Protective Union, one member to be appointed by Charles H. Horne, or, in the event of his refusal or inability to act, then the member shall be appointed by any four of the following persons [six names given]. Both these members of the board shall serve until the determination of the particular controversy for which they were appointed. The third member, who shall be the arbitrator and be known as the chairman of the Haverhill Cut Sole Board, shall be the present chairman (neutral arbitrator) of the Haverhill Shoe Board.

**PAR. 2.** A vacancy in the membership of said Haverhill Cut Sole Board \* \* \* shall be filled by the appointment of a new member to be chosen by the business agent of Local 12 and Charles H. Horne. In the event of the refusal or inability of said Charles H. Horne to act, then his place in choice of a chairman shall be taken by his substitute or successor named in writing by any four of the persons specified in paragraph 1; provided, however, that if, within 12 secular days from the occurrence of a vacancy in the chairmanship of the Haverhill Cut Sole Board, they shall fail to agree upon and designate a chairman of said board, then a chairman shall be named in writing by any four of the following-named persons or their successors on the citizens' committee [seven names given] acting upon the written application of said representative of the manufacturers or said business agent of Local 12, but no chairman shall be so named unless he have the indorsement of either said representative of the manufacturers or said business agent.

PAR. 4. In case of the failure of either member of said board other than the chairman to serve for three days, then the said business agent of Local 12, in the case of failure of a union representative to serve, or Charles H. Horne (or his substitute or successor named as provided hereinbefore) in case of failure of a manufacturer's member to serve, shall within three secular days after receipt of written notice of such failure to serve from the other party to this agreement appoint a representative who shall act as a member of said board in place of said member failing to serve. If either the said business agent of Local 12 or the representative of the manufacturers, whose duty it is to appoint such representative, fails within said three secular days to do so, then the other members of the board shall proceed and transact business, and in such case their decision shall be the decision of the board, and if they fail to agree the decision of the chairman shall be the decision of the board.

PAR. 5. Said board may summon witnesses and conduct a full investigation of all matters in dispute. If the representative of the local and the representative of the manufacturers fail to agree upon the settlement of any disagreement before the board, then the decision of the chairman shall be the decision of the board, and he shall have power to determine and settle all matters of controversy before the board, and every ruling, order, determination, or finding made as aforesaid shall be conclusive and binding upon the parties.

PAR. 6. The board shall have power to determine the manner of conducting its hearings and the nature and character of the evidence. Every decision of said board of arbitration shall, so far as may be fair and reasonable, relate back to and become effective as of the date of the original claim for arbitration.

PAR. 8. The board shall have power to order discipline of person or persons under the jurisdiction of this agreement for violation of the provisions of this agreement or for violation of any order of the board, or for gross, careless, or willful injury to the interest and welfare of any person or persons party hereto. Words or conduct seriously hostile to proper performance of duty, or to harmonious relations within the factory, shall be within the purview of this provision.

PAR. 12. The board shall give notice in writing to both parties hereto of the time and place of the hearings upon all matters referred to it as aforesaid, and may order the production before it of such evidence and testimony as it may deem relevant to any matter to be decided by the board. Within three secular days after the reference to said board of arbitration of any matter, complaint, or controversy a hearing or hearings thereon shall, if reasonably possible, be had before said board, and in any event determination of the issue shall proceed with all reasonable expedition.

PAR. 13. All decisions and orders of said board shall be made in writing and shall be signed for the board by the chairman; all decisions and orders shall, if reasonably possible, be made within three days after the close of evidence.

PAR. 14. The chairman of said board shall be reimbursed for all expenses and disbursements incurred by him in the performance of his duties and shall be paid a reasonable compensation for his services, the parties hereto agreeing to pay therefor as follows: Said Local 12 shall pay one-half and the other signers of this agreement shall together pay one-half. Other necessary expenses incurred by the board shall be borne in the same manner.

Extracts from the agreement of the Shoe Workers' Protective Union of Haverhill, Mass., with the Haverhill Wood Heel Manufacturers' Association, January 15, 1925, follow:

1. There shall be no strike, lockout, or cessation of work, and nothing shall be done by either party to hinder, impede, retard, or prevent production. This article is not arbitrable.

2. The manufacturer agrees that there shall be no laying off of members of the crew during slack periods, and during the slack periods work shall be distributed as equally as possible among the crew.

4. During the months of December, January, February, March, April, and May of each year the regular working time shall be five and one-half days each week of 48 hours. The remaining six months of the year the working week shall be five 9-hour days of 45 hours.

The agent of Local No. 11 may, within legal limits, if, in his opinion, overtime work is necessary, grant additional hours. For overtime work operator shall be paid additional compensation at their regular rate. This article is not arbitrable.

5. All differences between the parties to this agreement shall be referred for final settlement to a board of arbitration consisting of three members, [named.]

A vacancy in the membership of said board of arbitration caused by the death, resignation, refusal, or inability to serve of the third or neutral member shall be filled by the appointment of a new member of said board by the then agent of Local No. 11 of the Shoe Workers' Protective Union and the then secretary of the Haverhill Wood Heel Manufacturers' Association; provided, however, that if within 12 secular days from the creation of such vacancy the said agent and the said secretary shall fail to agree upon and designate the third or neutral member of said board, then said appointment of the third or neutral member shall be named in writing by any five of [eight] named persons, acting upon the written application of said secretary or said agent, but no neutral member shall be so named, unless he has the endorsement of either said secretary or said agent.

In case of the failure of any member of said board other than the neutral member to serve for three days for any cause, then the other members of the board of arbitration shall proceed and transact business, and in such case their decision shall be the decision of the board, and if they fail to agree the decision of the neutral member shall be the decision of the board.

Said board of arbitration may summon witnesses and conduct a full investigation of all matters in dispute which shall be referred to it, and shall have power to determine and settle by a vote of a majority of its members, except as otherwise provided, all matters of controversy referred to it, and every determination or finding made as aforesaid by said board of arbitration shall be conclusive and binding upon the parties.

If either party shall refuse to arbitrate any controversy under the foregoing provisions and such provisions for legal reasons can not be enforced, then and in such case the parties respectively agree that they will submit such controversy to arbitration under the provisions of chapter 251 of the General Laws, and will execute an agreement therefor in accordance with said chapter, which agreement shall name as arbitrators the persons then constituting the aforesaid board of arbitration, and shall contain, so far as it properly may, the provisions of this agreement respecting arbitration; and it is further agreed that in case of a refusal to sign such agreement, this agreement itself shall constitute an agreement for arbitration under provisions of said chapter.

All decisions and orders of said board of arbitration shall be made in writing, and shall be signed by a majority of its members, except as otherwise provided, and shall be made within three days after the close of the evidence.

The third or neutral member of said board of arbitration shall be reimbursed for all expenses and disbursements incurred by him in the performance of his duties, and shall be paid a reasonable compensation for his services, the parties hereto agreeing to pay in equal shares all sums of money required for the above-mentioned purposes. Clerical or stenographic services incurred by the board shall be borne equally by the association and union.

7. The various clauses of this agreement are to be independent of each other, and if any one clause is for any reason invalid the invalidity thereof shall not affect the other clauses.

#### CLOTH HAT AND CAP MAKERS

The United Cloth Hat and Cap Makers of North America comprises makers of cloth hats and caps and millinery workers. Their agreements generally call for a union shop, a 44-hour week, overtime at the rate of time and a half, but no overtime work during the period of unemployment, a weekly pay day, equal division of work among all workers during dull seasons and full pay for named holidays.

The following extracts relating mainly to unemployment periods are taken from the agreement of Local No. 16, Milwaukee, Wis., August 1, 1925:

1. All cutters, operators, blockers, and lining makers hired or employed by party of the first part shall be or become members in good standing of party of the second part; said membership shall be effected immediately at and during the first meeting next ensuing said employment, or as soon thereafter as the rules or proceedings of the party of the second part shall permit.

6. All labels of party of the second [part] used by party of the first part shall be furnished by party of the second part at cost of \$3.75 a roll, said labels to be under the exclusive control of the party of the second part.

7. Employers and employees engaged in the cap trade and business in large industrial centers realize the duty and correlative right of workers to protection against periods of economic stress and unemployment; that the employees of [sic] workers are not responsible for slack seasons and depressions in the trade; that the trade owes the employee a livelihood in slack as well as in busy seasons. Therefore, it is agreed and understood that in the event that party of the first part fail to employ party of the second part or the members of the party of the second part for a full period of 48 weeks, then, and in that event party of the first part shall be liable for and pay to party of the second part for the use and benefit of its members employed by party of the first part a sum of money equal to 5 per cent of the total wages paid to said employees during the current year in the following manner, to wit: In the event that said employment is less than 48 weeks and more than 43 full weeks, 1 per cent of the sum equal to 5 per cent as herein stated shall be paid to party of the second part for each week less than said 48 weeks; in the event that said employment is equal to 43 full weeks or less for the current year of the whole of said 5 per cent as herein above described shall be paid by party of the first part to party of the second part which latter party shall equitably divide and distribute same among those of its members employed by party of the first part as and for an unemployment insurance.

The party of the first part shall sign and furnish to the chairman of the party of the second part a verified statement weekly showing the amount of money paid to each member of party of the second part as herein described and the hours of shop employment and operation, said statements to be compared with the books of party of the first part at the expiration of this agreement.

#### FUR WORKERS

The International Fur Workers' Union of the United States and Canada consists of fur workers in all branches of the industry—cutters, nailers, finishers, liners, ironers, cleaners, glove makers, cap makers, rug makers, muff bed workers, garment workers, trimmers, hatters; also sheepskin workers, tanners, and dyers, and feather-bow workers.

A two-year agreement of Locals Nos. 2 and 3, Brooklyn, N. Y., effective February 2, 1925, provides for a closed shop, a 44-hour week, weekly payment of wages, and no work to be taken home. The following extracts are from the agreement:

2. (b) During the busy season of the fur trade, if the firm shall stand in need of floor workers and shall have notified the business agent of Local 3 of its needs, and the local shall within the time aforesaid be unable to furnish the required labor, then the firm shall have the right to employ help in the open labor market, provided that such help shall immediately upon employment apply for admission to said local and said local shall receive such applicants into its membership.

4. \* \* \* If a firm shall be of the opinion that an employee ought to be discharged, and that good cause exists therefor, it shall not forthwith discharge him but shall suspend him from performing further work, and shall thereupon and within 24 hours notify the business agent of the local to which said employee is affiliated of such suspension. After the receipt of the notice the business agent of said local shall without delay confer with the firm, and they shall jointly investigate the complaint and the causes therefor. If the firm and business agent shall fail to come to an agreement on the question as to whether the suspended employee merits discharge, the dispute shall at once be referred to the joint board of arbitration and conciliation, hereinafter referred to, which board shall within two days after receiving notice of the dispute meet and fairly and impartially hear the matter and all the evidence produced before it, and shall render its judgment. If the joint board of arbitration and conciliation shall decide that no good cause exists for discharge, then the suspension shall be declared to be null and void and the employee directed to resume his work; and in that event the firm shall pay the employee the wages he would have earned had he continued to perform his services during the period of suspension. If the judgment of the joint board of arbitration and conciliation shall be that good cause exists for the discharge of the suspended employee, then he shall be discharged and shall not be entitled to any pay for the time during which he was suspended.

5. During the period of time for which this contract is made there shall be declared no strike or lockout by any of the parties hereto, and there shall be no stoppage of work for any cause or grievance whatsoever.

(a) Complaints as to sanitary conditions in any shop shall be submitted for settlement to the joint board of arbitration and conciliation, excepting, however, that complaints of sanitary conditions demanding immediate attention shall be adjusted in the same manner as disputes of improperly prepared work, with appeal to the board.

6. Immediately after the signing of this agreement the Associated Employers of Fur Workers (Inc.) shall designate and appoint three of its members and the union shall designate three of its members, and these six to elect a permanent chairman to compose a permanent joint board of arbitration and conciliation. This board shall have jurisdiction to hear and determine all questions that may arise concerning the construction, true meaning, and applicability of any of the provisions of this agreement, as well as all disputes that may arise between the contracting parties, because of their relationship created by this contract, and all alleged breaches of contract, by any person affected or bound thereby. The decision of the majority of the board shall be final and binding upon the parties to the controversy, and such judgment shall be performed as directed by the board. In case of a tie vote the chairman shall have the right to decide.

7. Each local shall have the privilege to have a shop delegate selected by the employees employed in each factory, or designated by the respective local, who is to act as their representative in their dealings with the firm.

8. The firm shall always have the right to regulate the floor work in the shop with a view toward efficiency and production; providing, however, that such system does not discriminate against any worker. It is understood, however, that in slack times the work shall be divided amongst the employees in the shop equally as has been the custom heretofore.

(a) During the slack season no member of a firm or foreman shall be permitted to work on the floor after the floor workers have left.

(b) Each flesher or shaver employed in any shop of a firm shall be entitled to a full equal share of the work in such shop if he is able to finish said full share of the work within the allotted time of eight hours.

(c) The firm agrees that it will employ during the term of this agreement such fleshers, shavers, and floor workers as may be out of employment for more than one week, provided that over the average amount of wages in the trade is being earned in the factory to which such fleshers, shavers, or floor workers are sent.

10. All employees, members of the union employed by the firm, shall be graded into three classes. The classification of workers employed on January 31, 1925, shall not be altered or changed except by agreement between the firm and Local 3. All new employees, who were never before employed in the industry, shall be graded or regraded by the business representative of Local 3 and the firm.

\* \* \* Whenever the firm shall have advanced an employee in grade, for the purpose of doing some special work, if such employee desires to discontinue this special work, or if the employee neglects or improperly performs his work, he may be placed back by the firm to the former grade, and if there should be any disagreement on such demotion it shall be referred to the joint board of arbitration and conciliation.

11. The apprenticeship system shall be as follows:

(a) One apprentice to each shop in the crafts coming under the jurisdiction of Local 2. Such apprentice shall be under the age of 20 years. Apprentices under the jurisdiction of Local 2 working on the bench shall work in the same room with the members of that local. The term of apprenticeship for such apprentices shall be three years.

(b) Apprentices in the crafts coming under the jurisdiction of Local 3 shall be as follows: Each firm shall be entitled to one apprentice for any number of floor workers of 25 or less; two apprentices between 26 and 40 floor workers; and three apprentices for any number above 40.

Apprentices under the jurisdiction of Local 3 shall be under the age of 17 years and serve an apprenticeship of two years. After the expiration of this term they shall become members of Local 3.

A son of an employer working as apprentice flesher or shaver for his father shall be a regularly registered apprentice of the union (Locals 2 and 3).

Sons of members of the firm working as fleshers or shavers shall be members in good standing in the union.

12. Foreman of fleshers and shavers not doing work on the bench need not be members of the union. All those who work on the bench must be members of the union.



(a) All foremen and watchmen must be members of the union. It is understood that so long as a watchman receives the minimum scale of wages the union will not adjust in any manner the wages for watchmen.

(e) It is agreed that both sides subscribe to the principle of one day off a week for all watchmen. It is further agreed that the conditions as now obtained in the factories may remain, provided that at least one day off every two weeks is granted. However, after January 31, 1926, all watchmen shall have one day off each week.

13. (b) Sundays and legal holidays of the State of New York as follows: New Year's Day, Lincoln's Birthday, Washington's Birthday, Decoration Day, Independence Day, Labor Day, Columbus Day, election day, Thanksgiving Day, and Christmas, and also the 1st of May shall be recognized in the shops. Work performed on any of these days shall be paid for at twice the regular pay.

Overtime shall be paid for at twice the regular pay. All provisions for overtime apply only to week workers.

No overtime shall be permitted while there are any members of the union unemployed and who can be furnished to the firm by the union.

No overtime shall be permitted during the months of June, July, and August unless absolutely necessary. No employee shall be compelled to work on any legal holiday.

Overtime shall not exceed two hours per day during the first five days of the week, and one hour on Saturday, provided, however, that no work is done after 12.15 p. m. Saturday.

15. It is agreed between the parties hereto that during the period for which this contract is made there shall be no revision of wages or prices hereinabove stipulated to be paid to the workingmen, either upward or downward, and there shall be no change in the hours of labor to be performed per week. Neither party hereto shall have the right during the period of this contract to request any such change or revision. The firm may, of its own volition, increase the compensation to any of its employees, but such act shall not be construed as abrogating any provision of the section, and shall not give the right to the union to make demands for revisions of prices or changes in working hours upon the firm for or on behalf of other workingmen. It is agreed that the wages, hours, and prices herein agreed upon are firm and not arbitrable during the period of this contract. It is absolutely understood that when a new kind of fur not specifically provided for in the exhibits hereto attached makes its appearance in any shop the prices to be paid therefor shall be agreed upon between the firm and the representative of Local 2. Such price shall become a part of the exhibit.

19. The refusal of the union to perform work for any firm whose employees are on strike in the fur trade in the city of New York or elsewhere shall not be considered a breach of this contract.

20. All members of the union employed in the shops of the firm shall be paid directly for work done by them; all workers to be directly employed by the firm, and the relation of employer and employees to exist between the firm and each and every worker of the respective unions.

25. The firm shall not have any part of its fleshing, shaving, or floor work done in any place, shop, or factory, or by any person, firm, or corporation, during the term of this agreement where union conditions do not prevail.

## GLOVE WORKERS

The International Glove Workers' Union of America includes workers engaged in making gloves or mittens of cloth or leather. A national agreement, known as the union label contract, is made, which is observed by all locals. Many locals make in addition a supplementary agreement accompanied by a schedule of prices, as the work is entirely piece work.

The following provisions are taken from a form agreement in very general use among the unions:

First. The employer agrees that the union collectors in the factory shall not be hindered or obstructed in collecting the dues of members working in the factory.

Second. The employer agrees that the president of Local No. — or his deputy, upon their written order, or the secretary of Local No. — may visit the employees in the factory at any time in the office of the employer, where said employees will be called by the employer on request.

Fourth. This agreement shall remain in force until ——. Should either party desire to alter, amend, or annul this agreement, it shall give a written notice thereof to the other party one month before the expiration of this agreement; if the parties fail to give such notice, the agreement shall continue in force for another year, and so on from year to year until such notice is given.

Sixth. The union agrees to furnish to the employer, when and as often as requested, as many union glove workers as are desired by the employer. In case of the union's failure to furnish such union glove workers the employer may hire whomsoever it pleases, and will hire such nonunion persons as may become necessary under this agreement, on the conditions that such persons shall, within the time specified below, apply for membership in either of the unions and comply with all the requirements necessary to become a member. Experienced help of any kind, next meeting from date of employment. Inexperienced help of all kinds on all work other than cutting, two weeks after employment. One apprentice to 10 journeyman cutters or layers-off shall be allowed within two years.

Seventh. It is agreed that the employer has the right to introduce and make use of any machinery it may deem expedient, and to change methods of work or divide any operations of work in any manner it may desire, and the employer has the right to fix prices under any such changed methods of manufacture, but if such changes, after a fair trial, are not satisfactory to either party, prices are to be adjusted by arbitration \* \* \* if the same can not otherwise be agreed upon, and when so adjusted by agreement or arbitration the price fixed is to take effect from the date of the change. The employee, however, is not to be asked to make any refund.

Ninth. The right of the employer to hire and discharge help is hereby acknowledged. No employee shall be discharged without good and sufficient cause after having been in the employ of the employer for a period of two weeks. No discharge, however, shall be on account of employees' membership or activities in the union.

If any employee shall be found to have been laid off or discharged in violation of the provisions of this agreement, he shall be entitled to back pay in full for the time he or she was so kept out of work.

Eleventh. The union agrees that no attempt will be made to unionize employees in any department of the business which might interfere with the successful running of the business, meaning such employees as are known as foremen, foreladies, superintendents, inspectors, or office and shipping help.

The employer agrees that it will do nothing to hinder any employees except those above mentioned from remaining in the union.

Twelfth. Forty-four hours shall constitute a week's work to cover eight hours for five days and four hours on Saturday.

Fourteenth. All work spoiled or not properly done shall be repaired or made over by the employee without pay.

All work spoiled so that it can not be repaired or made right is not to be paid for. Cutters shall not be required to cut pieces for busters or short pieces.

Fifteenth. The cutting departments shall be furnished a schedule specifying the number of feet of stock allowed for the various patterns. This is to be posted in a conspicuous place in the cutting rooms. All the dies and mallets and cutting blocks shall be in a good condition, and employer to supply solid cutting blocks.

Sixteenth. No work shall be sent out of the factory into the homes to be made.

Seventeenth. It is further understood and agreed that the schedule of prices and changes attached hereto is a part of this agreement.

Eighteenth. The employer agrees to an equal division of work in quality and in price, and in slack times an equal division in quantity.

Nineteenth. No sweeping shall be done in the workrooms during working hours.

Wash rooms shall be provided in all departments and equipped with adequate washing facilities.

The following provisions are taken from the agreement of Local No. 63, Minneapolis, Minn., May 18, 1925:

Second. The employer agrees to retain in his employment for the manufacture of gloves and mittens only members of the International Glove Workers' Union of America in good standing who are in possession of a paid-up working card; but in no case shall nonunion help be engaged as long as any competent union help is idle.

Fourth. The employer agrees to an equal division of work in quality and price, and in slack times an equal division in quantity.

Fifth. There shall be created an adjustment committee of three to be elected by the union to meet with the employer for the purpose of adjusting all differences not embodied in this agreement.

Seventh. The employer agrees that not more than 47 $\frac{3}{4}$  hours shall constitute a week's work for all workers included in this agreement. Saturday half holiday shall be granted during 12 months of the year. All overtime work shall be paid for at the rate of time and one-half, and work performed on holidays shall be paid for at the rate of double time. No work shall be performed on Sunday.

Eighth. It is mutually agreed that the union will not cause or sanction any strike and that the employer will not lock out his employees while this agreement is in force.

### LADIES' GARMENT WORKERS

The International Ladies' Garment Workers' Union includes workers engaged in the manufacture of ladies' garments of all classes. The local unions are located mainly in large cities and are generally composed of workers engaged on one branch of work, as buttonhole makers, embroidery workers, cutters, finishers, pressers, examiners, fitters, or designers on cloaks, suits, waists, skirts, dresses, children's clothing, underclothing, or raincoats. Frequently some of the locals in a city are grouped into joint boards, which make the agreements.

The agreements are frequently for two years, generally call for a union shop, a 44-hour week, overtime at time and a half, no strike or lockout to occur during the life of the agreement, a system of arbitration or method of adjusting disputes, an equitable division of work in dull times, and wages paid weekly.

The agreement of the joint board of the Cloak, Skirt, Dress, and Reefer Makers' Unions with the Association of Dress Manufacturers (Inc.) of New York, February 24, 1925, is representative of New York agreements. Extracts from it follow:

Second. (a) Each member of the association shall employ and retain in his employ none but members in good standing of the union. \* \* \* A member in good standing is one who is not in arrears for more than two months in the payment of dues and assessments to the International Ladies' Garment Workers' Union and who carries a union membership card.

(b) No member of the firm, foreman, or designer shall do any work in any of the branches above enumerated except for the purpose of instructing sample makers or other workers. If such member of the firm, foreman, or designer, or any worker who is not a member of the union does work in any branch in which union workers are to be employed the association agrees to impose a fine for the first violation amounting to not less than one week's wages, in accordance with the minimum base rates as provided for in this agreement, such fine to be paid over to the union. If a union worker has been laid off, and any member of the firm, foreman, or designer, or any worker who is not a member of the union does his work, the employer, in addition to the penalty of one week's wages, provided for above, shall reimburse the workers so laid off for loss of earnings based upon the amount of work done by such person.

(c) No member of the association shall engage new workers except through the employment bureau of the union, nor shall any worker be placed at work unless he presents a union working card directing him to the place of business of such member. Should the union fail to furnish an association member with workers within 24 hours after application, such member may engage union workers elsewhere, and the union agrees to issue working cards to such workers, provided that they are in good standing with the union as above defined. In no event shall workers be permitted to start work without such working cards. With respect to cutters, pattern makers, or graders, it is agreed that no such employee shall be engaged unless they present, within 24 hours from the first day of their employment, a working card countersigned by a representative of the union and such card has perforated thereon the weekly wages agreed upon between him and

the employer. The employer agrees to continue paying to such worker wages at least equal to those designated on such working card.

Third. (a) There shall be at all times in the shop of each member of the association a shop chairman elected by the employees at a regular shop meeting held in the presence of a union representative.

(b) A duly authorized officer or representative of the union, accompanied by a duly authorized officer or representative of the association, shall have access to the factory of each member of the association at all times for the purpose of investigating the condition of the shop and for the purpose of ascertaining whether the provisions of this agreement are fully complied with. They shall also have access to the firm's books for the purpose of ascertaining the correct earnings of the workers employed in the shop and for the purpose of ascertaining the names of the manufacturers or jobber for whom the association member works or with whom he deals. Upon complaint of the union of underpayment of wages, prices, or scales, the employer shall submit to the representative of the union his pay roll for the purpose of ascertaining the earnings of the workers.

Fourth. A week's work shall consist of 40 hours, divided into the first five working days. \* \* \* No work shall be done on Saturdays and Sundays under any circumstances.

Fifth. No overtime work shall be permitted so long as there are vacant accommodations in the shop for additional workers and such additional workers can be secured. No more than an hour overtime per day shall be allowed. Week workers shall be paid for the overtime at the rate of double pay. Pieceworkers shall receive extra compensation for the overtime work on the basis of the base rate fixed in this agreement.

Sixth. The employer may upon notification to the union through the association at the beginning of the season install new machinery and other labor-saving devices. If by virtue of such installation workers will lose their positions, such workers shall receive not less than two weeks' wages for loss of time.

Seventh. (b) Should a legal holiday fall on Saturday, the association agrees that the workers shall be paid on the basis of a 36-hour week.

Eighth. (d) In order to minimize competition on labor between shops that are working on the same grade of work or for the same jobber, a schedule of prices shall be established jointly between the union and the association for various grades of garments manufactured by their members. Such schedule shall become part of this contract.

(e) Should any member fail to pay according to the established schedule, such failure to pay shall be considered a violation of the contract, and in addition to the penalty to be imposed on the member the association agrees to pay to the union for the benefit of the workers the entire amount of such underpayment.

(f) The schedule shall be established on a basis which will enable the workers to earn the average rates provided \* \* \*. Should it be found that the schedule does not yield such average, it shall be revised. But should it be found that in some individual shops the workers can not earn such average, an investigation shall be made, and if such failure be found due to the fault of the employer, prices on said garments shall be resettled.

(g) Should a worker earn below such minimum [stated], the employer shall pay him the difference between his earnings and the minimum above established.

(j) \* \* \* The employer shall furnish all tools incident to the work without charge to the worker.

Ninth. Piece prices shall be established by agreement between the employer and the price committee elected by the employees. Members of the price committee and the shop chairman above referred to shall be selected as far as possible from such workers as have been employed in the shop for at least one month.

Tenth. (c) At all times work shall be distributed among members of the union as equally as possible. When cutters are laid off for lack of work, they shall be laid off in such order that each shall receive a week's work in rotation as far as practicable.

(d) If the employer suspends work during any part of the slow season, he shall upon resumption of work give employment to the workers who have been laid off at the end of the season preceding before engaging any new help.

(f) No home work shall be permitted by the employer.

(g) No contracting or subcontracting work within the shop shall be permitted.

(h) The employer shall not enter into any individual contract with any member of the union nor accept security from any such member.

(j) The association agrees that its members shall comply with all standards of sanitation provided for by the laws of the State of New York and the joint board of sanitary control in the ladies' garment industry.

(k) The employer agrees to conduct fire drills in accordance with the requirements of the State law and standards in the ladies' garment industry. Such fire drills are to be conducted by the joint board of sanitary control at the expense of the manufacturers. The amount of expense to be borne by the employer under the provisions of this section shall be determined by the joint board of sanitary control after a conference with the association and shall be paid through the union.

(l) The maintaining of sanitary conditions in the shop of the employer and the compliance by said employer with the sanitary rules established by the joint board of sanitary control shall be considered an essential part of this contract.

Eleventh. Members of the association shall attach to all garments produced by them the label adopted by the joint board of sanitary control to designate that the garments carrying the same have been manufactured under proper sanitary surroundings. The joint board of sanitary control shall furnish such labels at cost to manufacturers conducting union shops.

Twelve. Members of the association who use embroideries, hemstitching, pleating, or tucking on garments obligate themselves to deal with union shops only and to use no such embroideries, hemstitching, pleating, or tucking that do not bear the union and sanitary label where such label has been adopted in the respective industry.

Association members also agree to purchase and use no buttons except such as bear the union label adopted in the industry and from manufacturers conducting union shops.

Thirteenth. The association shall cooperate with the union in establishing and maintaining an unemployment insurance fund for the members of the union. Members of the association who sell garments to the trade shall contribute to the said fund 2 per cent of the wages or labor cost of the garments so sold by them. All members of the association, whether they sell to the trade or work exclusively for jobbers, shall deduct from the wages of their workers 1 per cent thereof on every pay day as the contribution of such workers to the said unemployment insurance fund. The fund shall be administered by a board of trustees, and, if the union so desires, the unemployment insurance board established in the cloak and suit industry of New York shall be designated as such board. Members of the association shall pay their unemployment insurance contributions and the contributions of the workers employed by them to the unemployment insurance board each and every week on their pay day. The association hereby guarantees the performance of the provisions of this clause by their members.

Fourteenth. (a) No member of the association shall discharge a worker, except for misbehavior, before a notice in writing is served on the union of the reason for the intended discharge. In case of a discharge for alleged misbehavior, the employee shall in all cases be entitled to full wages until the decision of the trial board.

The union shall investigate the notice of the intended discharge within 48 hours of the receipt of same. If the union does not consent to the proposed discharge, the question shall be referred to the trial board, whose decision shall be final. Pending such decision the employee shall continue working at full pay.

Fifteenth. (a) None of the merchandise manufactured by the association members shall be directly or indirectly manufactured for or sold to or for the account of any manufacturer or jobber who is not under contract with the union to observe and maintain union standards.

(b) In order that the union may have an opportunity at all times to investigate the final destination of the merchandise manufactured by the employer, each employer agrees to furnish to the union, through the association, at least once a month, the names of manufacturers and jobbers for whom he is working and to whom he is selling merchandise.

(c) None of the merchandise manufactured by the employer shall be made for him in the shop of any other employer except by agreement between the association and the union, and then only in the shops of members of the association.

(d) The employer shall not purchase any ready-made garments from any factory located in New York City or outside of New York City unless the workers in his inside shop are fully employed, nor in any event, from any factory that

does not maintain the standards of wages and hours established under this contract, operates under a contract with the union, and registered with the union.

Sixteenth. (b) The association shall once in every month furnish to the union a full list of all its members with the location of their places of business, and keep the union informed at all times of additions and changes.

Nineteenth. There shall be created a conference board under this agreement to consist of five representatives of the union and five representatives of the association for the purpose of considering and passing upon general trade problems and to more effectually carry out the purpose and spirit of this agreement.

Twentieth. As security for the faithful performance of this agreement on its part, and on the part of all the manufacturers constituting its membership, the association shall deposit with the International Union Bank, to the joint credit of the parties hereto, the sum of \$20,000. Any and all awards of damages in favor of the union or any of its members made by the clerks or deputies or the said trial board shall be paid out of such security deposit, and the association shall, within 72 hours after such payment, replenish the security deposit to the full amount of \$20,000, or, at its option, pay the damages so awarded directly and leave the deposit intact.

Extracts from the agreement made February 5, 1925, between the Association of Dress Manufacturers (Inc.), and the Wholesale Dress Manufacturers' Association (Inc.), bodies of contractors and jobbers, respectively, showing their relation to labor, follow:

3. The parties hereto, on behalf of themselves and their members, agree to work with none but firms who are in contractual relations with the International Ladies' Garment Workers' Union.

4. The Association of Dress Manufacturers (Inc.) agrees to make every possible effort, subsequent to the signing of this agreement, to enter into individual agreements with any and all independent jobbing houses who are in contractual relations with the International Ladies' Garment Workers' Union, and upon terms not more favorable to said jobbers than contained herein.

The following extracts from the agreement of the Bonnaz, Singer, and Hand Embroidery Workers' Union, Local No. 66, New York, February 1, 1925, show sections additional to those above given:

18. All workers required to come in the dull season shall be secured with at least a half-day's pay.

21. The union hereby grants to the employer the right and license to use the union label in connection with his work upon the distinct agreement, however, that the labels to be delivered to the employer shall in each case be and remain the property of the union; that the license to use same be and remain conditioned upon the true performance by the employer of all the terms, conditions, and provisions contained in this agreement, and that the union shall have the right to revoke such license at any time upon any breach of any of the terms, conditions, and provisions set forth in this agreement with respect to any employer so violating the same.

24. The said labels shall be in charge of the shop chairman or anyone else the union may designate, and if at the time of revocation of this license any quantity of these labels remain in his hands they shall be returned to the union, who will refund to the employer the amount paid by him for the labels.

26. No work shall be permitted between Saturday noon and Monday 8 a. m.

35. The employer agrees that at the expiration of his lease on the premises now occupied by him he will not enter into any new lease for either the premises now occupied or new premises in which the shop of the employer is to be located unless such premises are first approved by the joint board of sanitary control as being sanitary, safe, and free from fire dangers.

41. The employer agrees to send in monthly lists to the union of all the shops he is working for.

#### MEN'S CLOTHING WORKERS

The Amalgamated Clothing Workers of America make agreements as local unions or as joint boards with individual employers or associations of manufacturers. The agreements vary in length and contents. Nearly all call for a union shop, a 44-hour week, an overtime

rate of time and a half, controversies to be first taken up by the shop chairman and the employer and arbitrated when necessary, an equal distribution of work during the slack season, a weekly pay day, prohibition of individual agreements with employees, and pay for certain holidays.

The following extracts are taken from a three-year agreement of the union with the firm of B. Kuppenheimer & Co. (Inc.), of Chicago, May 1, 1925:

III, A. The standards of wages existing on and after May 1, 1925, and hereby established by this agreement, shall be effective until April 30, 1928, provided, however, that if either party shall become convinced that a change in wage standards is warranted, it may give notice to that effect not later than 90 days prior to the anniversary of the date of this agreement, and call for a conference on such change. If any change shall be agreed upon it shall become effective on such anniversary date. If after a thorough canvass of the situation the parties find themselves unable to agree on wages before the anniversary date, the matter shall be referred to the board of arbitration in the regular way, unless the parties shall have agreed upon a different method, and any wage either so agreed upon or so fixed shall remain effective until the next anniversary date.

B. Piece rates shall be fixed by collective bargaining, through the medium of the price committee. This committee shall consist of the labor manager or other qualified representative of management and a representative of the union, assigned from a group organized for that purpose and especially equipped for price making.

When occasion arises to put an operation on piecework or to change an existing rate, the matter shall be referred to the price committee, whose duty it shall be to fix the rate. If the price committee is unable to agree, the matter shall be taken to the trade board.

IV, A. It is agreed that the principle of the preferential shop shall prevail, to be applied in the following manner:

Preference shall be applied in hiring and discharge.

Whenever an employer needs additional workers he shall first make application to the union, specifying the number and kinds of workers needed.

The union shall be given a reasonable time to supply the number of workers required, and if unable for any reason to furnish them the employer shall be at liberty to secure them in the open market as best he can.

In the like manner the principle of preference shall be applied in the case of discharge.

Should it at any time become necessary to reduce the number of workers, the first ones to be dismissed shall be those who are not members of the union. In all such cases the best efforts shall be mutually exerted to harmonize the interests of both parties.

B. The provisions for preference made herein require that the doors of the union shall be kept open for the reception of nonunion workers. Initiation fees and dues must be maintained at a reasonable rate, and any applicant must be admitted who is not an offender against the union and who is eligible for membership under its rule.

V, A. The full power of discharge and discipline lies with the employer. It is agreed that this power should be exercised with justice and with regard to the reasonable rights of the employee. The power of discharge shall be exercised only through the duly authorized and responsible representative of management. If the union, after investigation, finds that an employee has been discharged without just cause and that it can not reach an adjustment with the representative of management, it may bring the case to the trade board. The decision of the trade board, unless appealed to the board of arbitration, shall be final.

VI. Each of the parties shall designate one or more authorized representatives who shall have power to investigate, mediate, and adjust complaints. The representatives of both parties shall be available to give prompt and adequate attention to their duties, and it shall be incumbent upon them to use every legitimate effort to settle any complaint or grievance submitted to them. To that end the union deputy, when accompanied by the employer's representative, shall have access to any shop or factory for the purpose of investigating complaints or grievances.

The union shall have in each shop or floor one duly accredited representative authorized by the joint board who shall be recognized as the officer of the union having charge of complaints and organization matters within the shop. He shall be empowered to receive complaints and be given sufficient opportunity and range of action to enable him to make proper inquiry concerning them.

VII. Complaints or grievances within the scope of this agreement upon which representatives of the parties are unable to agree may be referred to a trade board for adjustment. The trade board shall consist of a chairman who shall be the mutual choice of the two parties to this agreement, and as occasion may arise of an equal number of representatives of the two parties, not to exceed five from each side. The chairman of the trade board shall maintain an office where he shall be available for the prompt hearing, mediation, adjustment, or decision of cases that may be brought before him under the terms of this agreement. His decision in such cases shall be final unless appealed to the board of arbitration.

The board of arbitration shall consist of a chairman who shall be the mutual choice of the two parties, and should issues arise which, in the opinion of the parties to the agreement, require the enlargement of the board, two additional members may be appointed, either by the parties joining in the selection of such additional members or by each of the parties naming a member.

It shall be the function of the board of arbitration to hear appeals from the trade board and to interpret and apply the agreement but not to add to its terms.

The salaries of the chairman of the trade board and the chairman of the board of arbitration and other expenses incident to maintaining their offices shall be borne jointly by the two parties to the agreement.

The duties and jurisdiction of the trade board and the board of arbitration are fixed and limited by this agreement, and neither of said boards shall have any power to enlarge such jurisdiction, unless by mutual consent of the two parties to the agreement. All agreements, contracts, specifications, or decisions made, approved, or revised by the price committee or the trade board after May 1, 1925, shall be in writing and shall not be altered by custom or usage, but shall be enforced at all times by the trade board.

\* \* \* Neither party to this agreement shall adopt rules or regulations or issue any orders or impose any obligations on members individually or collectively in conflict with any provision herein contained or that will have the effect of nullifying or impairing any of such provisions.

The unemployment insurance agreement between the same parties made on the same date reads in part as follows:

ARTICLE I. The union agrees to use its best efforts to cause each of its members employed by the manufacturers (a) to pay to the board of trustees, hereinafter constituted, for each pay-roll week, commencing with the pay-roll week beginning on or immediately following May 1, 1923,  $1\frac{1}{2}$  per cent of the amount of such employee's wages received from the manufacturer, and (b) to authorize and direct the manufacturer to deduct such sums from the contributing employee's wages and forthwith pay the sums so deducted to the board of trustees on behalf of such contributing employees.

The manufacturer agrees to make the deductions so authorized and to pay over the sums so deducted to the board of trustees on behalf of such contributing employees and the manufacturer agrees to pay to the board of trustees an amount equal to such payment so contributed by such employees as and when such contributions are made by the employees.

ARR. II. All sums so received shall be held by the board of trustees in trust, subject to all the terms and conditions of this agreement, and such sums and the income therefrom shall be held as a special trust fund, designated as the "unemployment fund," hereinafter referred to as the "fund."

ARR. IV. \* \* \* The board of trustees may \* \* \* pay any benefits to which a deceased contributing employee might have been entitled to such person or persons as the board shall in its absolute discretion determine, and no heir, next of kin, legal representative, creditor, or claimant of any such decedent shall have any right or claim to any such benefits.

ARR. V. Neither the manufacturer nor the union shall have any right, property, or interest in the fund. Nor shall the fund be subject to attachment, garnishment, execution, sequestration, seizure, or other process by reason of any claim on behalf of any person whatsoever against either the manufacturer or the union or against any contributing employee.



ART. VII. The board of trustees shall not pay any part of the fund to anyone other than the contributing employees, unless in case of cessation of business, \* \* \* and the maximum amount payable to any contributing employee shall never exceed the sum of \$100, in any one year, and at no time shall any distribution of any part of said fund be made which shall, directly or indirectly, aid, assist, or encourage the carrying on of any labor warfare or controversy, or for the purpose of relieving unemployment which directly or indirectly results from strikes or stoppages of work, or arises out of any conflict or warfare between employees and employers or their representatives, nor shall any sums at any time be paid or distributed to any employees who at the time of such unemployment are engaged in or parties to any strike, stoppage of work, or other forms of labor warfare or controversy.

ART. VIII. If any law or ordinance is passed compelling the manufacturer to contribute to any Federal, State, or municipal unemployment fund with reference to any contributing employees hereunder, the contributions of the manufacturer hereunder shall be reduced by the amount which the manufacturer is compelled to contribute to such Federal, State, or municipal unemployment fund. If the contribution which the manufacturer is compelled to make to any such fund is equal to or greater than the contribution required of the manufacturer hereunder, then the obligation of the manufacturer to make contributions hereunder shall cease, and in such event the fund shall be disposed of in the same manner herein provided for disposition at the expiration of this agreement.

ART. IX. It is expressly understood and agreed that the fund shall never (except as hereinafter in this paragraph provided) be permitted to accumulate beyond an amount equal to the total maximum unemployment benefits which would be payable during the period of two years to all of the then contributing employees of the manufacturer. Whenever the fund reaches such maximum amount the obligation of the manufacturer and of the then contributing employees to make further payments shall be suspended, but such suspension shall not apply to such employees as have not contributed during the period of one full year. Payments to said fund shall only be revived when the fund is again reduced to an amount less than the total maximum benefits which would be payable during a period of one year to all of the then contributing employees of the manufacturer.

ART. XII. (a) The manufacturer and the union shall each appoint not exceeding three trustees (each to appoint an equal number), who shall hold office at the will of the appointing party. In addition to the trustees thus selected John R. Commons, of the University of Wisconsin, of Madison, Wis., is also hereby designated as a trustee and as chairman of the board of trustees. The number of trustees may be changed from time to time by the joint act of the manufacturer and the union, but there shall not at any time be less than three trustees nor more than seven, and the number of trustees shall be at all times odd. The manufacturer and the union shall at all times each be represented on said board by their respective appointees, and each shall at all times have equal representation on said board. There shall always be a chairman of the board of trustees who shall be selected by the manufacturer and the union and who shall not be removable except by the joint act of the manufacturer and the union. \* \* \* Should the chairman of the board of trustees die, resign, be removed, become incapacitated, unable, unwilling, or fail for any reason to act, then the vacancy so occurring shall be filled by the appointment of a successor named by the manufacturer and the union, and if they are unable to agree upon such successor within a period of 30 days such vacancy shall be filled by the appointment of a successor designated by Judge Julian W. Mack and/or Judge Samuel Alschuler. Until the appointment of a successor chairman of the board to fill such vacancy the remaining trustees shall exercise all of the powers and perform all of the duties of the board of trustees. The appointment of any trustee hereunder shall be in writing, delivered to the remaining trustees, or their successors. If all the trustees designated by the union or by the manufacturer, as the case may be, shall not be present at any meeting of the trustees, the trustee or trustees designated by the manufacturer or union, as the case may be, present at such meeting, shall be entitled to cast as many votes or the same number of votes as the trustees designated by the other party present at said meeting shall be entitled to cast, it being the intention hereof that at any meeting of the trustees, regardless of the number present, the trustees representing the manufacturer and the trustees representing the union shall have equal voting power.

(b) All questions that may arise or come before the trustees shall be determined by the affirmative vote in person or by proxy of a majority of the trustees. Such vote may be given in meeting assembled, or by a writing signed by the trustees, or by a majority of them, provided such writing is signed by one or more trustees designated by the union and one or more trustees designated by the manufacturer, and such decision or act of a majority of the trustees shall be binding and conclusive upon the parties hereto, the board of trustees, and the contributing employees. Any trustee may act by proxy.

(c) None of the trustees, other than the chairman of the board of trustees, shall be entitled to compensation hereunder. The compensation of such chairman shall be fixed by the manufacturer and the union, and shall be paid out of the fund.

(e) The principal and interest of the fund, except such amounts as shall be required for current purposes, shall be invested by the board of trustees in direct obligations of the United States Government, and not otherwise. All moneys not so invested shall be deposited in substantially equal amounts in two or more clearing-house banks located in the city of Chicago, or in banks which are members of the Federal reserve system.

(f) The board of trustees shall keep true and accurate books of account and records which shall be audited by certified public accountants at least twice in each year.

### TAILORS

The Journeymen Tailors' Union of America comprises tailors, cleaners, dyers, pressers, and bushelmen working in the clothing industry. Their agreements are generally short. Extracts from an agreement of Local No. 34, Scranton, Pa., April 1, 1925, follow:

ARTICLE 1. The party of the first part agrees that all employees shall be members in good standing of Journeymen Tailors' Union of America, Local No. 34. It is further agreed when additional help is needed said help shall be required to present paid-up card or permit signed by secretary of Local No. 34 before starting to work.

ART. 3. \* \* \* No member of the Journeymen Tailors' Union of America, Local Union No. 34, shall suffer a reduction in wages on account of observance of \* \* \* holidays.

ART. 4. Forty-eight hours shall constitute a week's work. Eight hours shall constitute a day's work, and time and one half to be paid for all overtime and double time shall be paid for all work performed on Sundays and holidays.

ART. 5. No one is to be discharged during the dull season who has worked during the busy season. All work shall be equally divided amongst the employees. The party of the first part further agrees every member of Journeymen Tailors' Union No. 34 shall work no less than four days in any one week.

ART. 6. Only one foreman shall be recognized in any one shop, the foreman to do absolutely no work other than what is required for fitting a try-on.

ART. 7. The party of the first part agrees that the trial period of an employee to determine whether he or she is capable of performing the work required of them shall be two weeks.

ART. 8. It is agreed the party of the first part has the right to have tailors take one week's vacation without pay once every year.

### COOPERS

The Coopers' International Union of North America consists of makers of barrels, kegs, vats, tanks, and the like. Coopers in breweries are frequently members of the brewery unions, but when they are sufficiently numerous to form independent unions these unions generally affiliate with the Coopers' International Union.

Coopers' agreements are generally short and call for a closed shop, a weekly pay day, time and a half overtime, with double time on Sundays and holidays, and work to bear the union stamp. The following extracts are from the agreement of Local No. 152 with a brewing company in Los Angeles, Calif., May 15, 1925:

SECTION 1. Only members of the coopers' union in good standing shall be employed. The employer shall have the right to select men from the out-of-work list.

SEC. 3. Eight hours shall constitute a day's work.

SEC. 7. Repair work done in the brewery department, such as putting in staves and heads, or making and driving hoops, must be done by coopers belonging to the coopers' union. All repairs and new work must bear the coopers' union label.

SEC. 8. All members employed in the brewery must be members of their respective unions.

SEC. 9. None but union manufactured material and wares shall be used in the brewery, when obtainable.

SEC. 10. Thirty days before the expiration of this contract the union shall submit to the employer a new contract.

## GLASS INDUSTRY

### GLASS-BOTTLE BLOWERS

The Glass Bottle Blowers' Association of the United States and Canada is composed of all workers in and around glass-bottle factories. Agreements are made annually by the national organization with the employers in the glass-bottle industry. Agreements are made for the four departments—machine, stopper grinding, covered pot furnaces, and tank furnaces—and the wage scale and working rules of each are prepared and issued separately. Generally the work is by the piece. A rate is provided for each kind or part of a bottle blown. The general rules of all groups are similar. Extracts from the agreement and working rules made with the American Bottle Co., to apply to operators of Owens automatic bottle machines at Newark, Ohio, and Streator, Ill., September 1, 1925, follow:

ARTICLE 2. When workmen are needed to operate the Owens bottle-making machines bottle blowers who were displaced by the automatic machine shall be given preference to vacant positions, providing they are qualified and competent to perform the work.

ART. 3. Thirty minutes shall be allowed for lunch on each shift, the time to be arranged between the manager and workmen, so as to not cause a stoppage of machine operation.

ART. 6. All time worked on Sundays and legal holidays shall be paid at the rate of time and one-half. All overtime for operating machines shall be paid at rate of time and one-half.

ART. 7. Wages shall be paid in full semimonthly.

ART. 8. Any man steadily employed desiring to quit work must give notice to the company and shall work six consecutive shifts after having given such notice. The company desiring to discharge a workman must give him the same notice with the same rights. The representative of the company giving or receiving such notice shall immediately notify the factory committee in the department where the man is employed. No cards shall be granted to any member failing to comply with this rule, nor is it to be so construed as to prevent an employee being discharged upon sight for violating this rule.

ART. 9. There shall be no strike, sympathetic or otherwise, in violation of this agreement. If the men cease work in violation of this agreement the officers of the Glass Bottle Blowers' Association shall, if requested by the American Bottle Co., furnish men to fill all vacant places.

ART. 10. In case of any dispute arising over the terms of this agreement, or any part thereof, no action shall be taken by the workmen until such dispute has first been submitted for arbitration and adjustment to the representatives of the American Bottle Co., a national officer of the Glass Bottle Blowers' Association, and representatives selected by the workmen in the department where the grievance exists.

## WINDOW-GLASS CUTTERS AND FLATTENERS.

The Window Glass Cutters and Flatteners' Association of America (Inc.) is composed of practical window glass cutters and flatteners. The national organization draws up a scale of wages and working rules each year which is accepted by the employers.

The following extracts are taken from the working rules in effect October 1, 1925:

No. 11. Flatteners shall not be compelled to rub flattening stones, but said stones shall be rubbed once a week.

No. 12. Cutters shall not carry out glass.

No. 13. No cutter or flattener shall be allowed to work on Thanksgiving, Christmas, Decoration Day, Fourth of July, Labor Day. The observation of armistice day is left to the vote of individual locals or preceptory. Manufacturers shall have the right to demand 48 hours' work per week from all flatteners, with view of avoiding Sunday work. When Sunday work from actual breakdown of oven is necessary, no premium for said work shall be paid, but when Sunday work is done by flatteners from any cause except accidental breakdown of oven, 50 per cent premium shall be paid flatteners for said work. In no case shall a member work on Sunday without the 50 per cent premium except in case of breakdown, regardless of the number of hours he has previously worked during the week.

No. 15. Manufacturers to furnish oil, chalk, soap, and ice for drinking water and provide electric fans for all flatteners, and keep cutting room properly heated.

No. 16. In case of discharge, seven days' notice must be given by the employer, and any workman quitting a place shall be required to give seven days' notice and faithfully work out same, unless released by his employer. In case of willful neglect of work immediate discharge may follow.

No. 17. Manufacturers shall pay all cutters and flatteners weekly. Members shall be paid for the first week not later than the end of the following week. Flatteners and cutters shall receive bills weekly stipulating the amount of boxes for each bracket and the amount earned, with the number of the machine. This clause to be strictly enforced.

No. 18. The paymasters of the various companies signing or authorizing the signing of this scale shall be instructed by them to deduct from the earnings of all members of the Window Glass Cutters and Flatteners' Association of America (Inc.), and all cutters and flatteners working under this scale, 2 per cent of the amount earned by them for dues, to be forwarded each and every week by draft or check payable to the secretary of the Window Glass Cutters and Flatteners' Association of America (Inc.) with list of names, the number of boxes S. S. and D. S. made, the amount earned and the amount paid in full by each cutter and flattener at the expiration of each week, and no debt of any kind shall prevent the deduction of this 2 per cent. The paymaster shall also deduct from the earnings of members all fines and assessments that may be levied by the officials of the Window Glass Cutters and Flatteners' Association of America (Inc.), the same to be forwarded to the secretary of said organization.

No. 25. All manufacturers signing or authorizing the signing of this scale will not be allowed to sign any other wage scale for cutters and flatteners for any machine plant in which this scale is in force and all manufacturers signing this scale agree and bind themselves or any officer, stockholder or representative or any authorized person not to sign any other scale or agree to pay any other scale of wages to cutters and flatteners other than this scale calls for.

No. 27. All manufacturers signing this scale or authorizing the signing of this scale agree to employ none but members of the Window Glass Cutters and Flatteners' Association of America (Inc.) in their machine factory and further agree to allow the president and secretary of said organization the privilege of entering their factories at any time, and the Window Glass Cutters and Flatteners' Association of America (Inc.) agrees to fully man all factories where this scale is in force with competent cutters and flatteners.

The company reserves the right to change these rates for flattening and cutting specialties in case it finds the earnings of the flatteners and cutters under these rates of wages are either greatly in excess, or below what other flatteners and cutters are making when working the same number of hours in a diligent manner on common window glass.

## WINDOW-GLASS WORKERS

The National Window Glass Workers comprise window-glass blowers, gatherers, cutters, and flatteners. They make a national agreement yearly with the National Association of Window Glass Manufacturers. Extracts from rules accompanying the wage scale contained in the agreement effective September 15, 1924, appeared in Bulletin No. 393, (p. 63) and these rules were continued in the agreement effective September 15, 1925. New article 6 reads as follows:

In the event of a change in market quotations on the price of glass, it is agreed that representatives of the companies operating shall meet with the wage committee of the workers' organization for the purpose of revising this scale of wages and working rules to conform with prevailing market conditions.

## HOTEL AND RESTAURANT EMPLOYEES

The Hotel and Restaurant Employees' International Alliance and Bartenders' International League of America is composed of cooks, waiters, soft-drink dispensers, kitchen girls, porters, call boys, pantry help, and general help in hotels, restaurants, cafeterias, and ice-cream parlors, and at lunch counters, soda fountains, and the like. Generally one local includes all groups, but in the larger cities there are locals comprising members engaged in one line of work only. Generally the agreements call for a union shop, a six-day week, weekly payment of wages, and overtime at a set rate, and include scales for short shifts, parties, banquets, holidays, conventions, celebrations, helpers, and extra help of various kinds. The scales include meals.

The agreement blank for the union-house card issued by the national union reads as follows:

Received of Local No. ——— union label No. ———.

The conditions for which said label is granted are:

First. That the undersigned agree to employ only members in good standing of this Local No. ———, of ——— and to sell union-labeled goods whenever possible.

Second. To display the label in a conspicuous place.

Third. That the said label remains the property of Local No. ———, of ———, and subject to return on demand; and the undersigned further agrees that no interest or title in said label is acquired by the payment of the fee for the use of said label, and that said label is held and used under a license only, not coupled with an interest, and revocable at the option and pleasure of said Local No. ———.

In consideration thereof this Local No. ———, of ———, agrees to use all its influence with organized labor and its friends to patronize only such places as display the union label.

The following provisions are from the 1925 agreement of Local No. 842, Casper, Wyo.

That the parties of the first part have agreed, and do hereby agree, that, during the life of this agreement, they will employ none as help in the kitchen or dining room of the parties of the first part except members in good standing of the Hotel and Restaurant Employees' Union, Local No. 842, provided that in case of an emergency the proprietors or managers of the restaurant, café, or dining room may, with the consent of the business agent of Local No. 842, employ others than members of Local No. 842 temporarily. Be it further understood that said party of the first part shall employ 75 per cent bona fide American citizens in each department.

\* \* \* Party of the first part shall be permitted to employ help in case said help can not be furnished by the party of the second part. If help be employed other than through the business agent of Local No. 842 the party of the first part shall ascertain whether or not said employee be a member of

Local No. 842, and if not a member of Local No. 842 the said employee shall not be permitted by the party of the first part to work without first obtaining permission from the party of the second part.

It is understood and agreed by and between the parties hereto that, in no event, shall there be more than two working partners in any one establishment, and that both parties recognized as working partners shall be held responsible for any indebtedness of the establishment to the members of Local No. 842 who may be therein employed.

The parties of the first part, proprietors and managers, who have signed this agreement shall be the judge as to the competency of any and all applicants for membership in Local No. 842.

Any member failing to report for duty or reporting in an intoxicated condition or walking off the job shall be fined one day's pay, said fine to go to the proprietor where employed. Proprietors intending to discharge an employee shall notify said employee at the end of his shift, and shall accompany said notice with all money due said employee or forfeit one day's pay to employee.

All employees intending to quit said employment shall notify proprietor at end of his shift or forfeit one day's pay to proprietor.

Be it understood that no employee shall be held responsible for utensils or dishes broken in an unavoidable manner. Any employee breaking or destroying utensils or dishes in malicious manner shall be held responsible for same.

Overtime to be allowed in emergency case only. No one working on an eight-hour shift shall be allowed to return to work on the same day, except in case of emergency. Eight hours in 10 to constitute one days' work and six days' work to constitute one week's work. Three meals per day are included in wage scale.

When impossible to secure relief help culinary workers will be permitted to work the seventh day at straight time on permit from business agent; all other time to be time and a half.

The following extracts are taken from the agreement of Local No. 62, Fresno, Calif., May 8, 1925.

IV. The hours of labor shall be 8 hours within 12 hours in the kitchen and dining room, except as otherwise specified in this agreement as to working conditions.

No member shall be required to work more than six days per week except in cases of emergency. If the business agent or the secretary deems an emergency exists, then permits shall be issued for the required number of employees to work during the emergency.

VII. When a member fails to report for relief duty and the employer is unable to fill the said relief position then the member working steady shall substitute his or herself for that day and receive regular pay only in this particular instance for their services.

XI. No member of Local No. 62 shall be required to handle, prepare, or serve the product of Japanese or Chinese meat markets or laundries or the goods of any firm or corporation which has been declared unfair by the Fresno County Labor Council, nor to work with employees or any firm or corporation which has been declared unfair by the Fresno County Labor Council or the Fresno Building Trades Council.

The following provisions are from the agreement of Local No. 311, Astoria, Oreg., July 1, 1925:

Twelfth. In cases of emergency where no help is available employees may work overtime, to be paid at the double time of the regular wage they receive.

Fourteenth. The party of the second part agrees to hold out of nonmembers' wages the following amount: Cooks, \$1 a day until \$15 has been held out; waiters, 75 cents a day until \$10 has been held out; waitresses and helpers, 50 cents a day until \$7.50 has been held out. These amounts to be applied on their initiation fee.

Fifteenth. Shifts of four hours or less shall receive four hours' pay. Shifts of eight hours or less shall receive eight hours' pay.

Sixteenth. The party of the second part agrees to pay employees at least once each week.

Relief help shall receive the same wages paid the regular employees.

Split shift of 8 hours in 12 hours may be worked on the following basis: Cooks, waiters, waitresses, and dishwashers, \$1 per shift; only one split allowed in a shift.

The following abstracts are from the agreement of Local No. 44, San Francisco, Calif., May 1, 1925:

SECTION 9. All overtime shall be paid at the rate of \$1.50 per hour. Overtime covering one-half hour or any fraction thereof shall be at the rate of 75 cents, and for any fraction of time over one-half hour at the rate of \$1.50.

SEC. 11. Eight hours in 8½ hours or 8 hours in 12, where it is impossible to work a straight watch, shall constitute a day's work. Thirty minutes allowed for one meal.

The following provisions are found in the 1925 agreement of Local No. 408, Rock Springs, Wyo.

Eight hours in 12 to constitute one shift or day's work.

Seven days to constitute one week's work.

Overtime will be paid: Cooks, 75 cents per hour; kitchen miscellaneous help, 50 cents per hour.

## IRON, STEEL, AND TIN WORKERS

The Amalgamated Association of Iron, Steel, and Tin Workers of North America is composed of men working in and around rolling mills, tin mills, steel works, chain works, nail, tack, spike, bolt, and nut factories, pipe mills, and works run in connection with same. The association makes a yearly agreement with manufacturers, known as the western scale of prices. The scale is very lengthy and detailed. The memorandum of agreement preceding the 1925-26 scale is the same as that for 1924-25, which, with a few slight omissions, was printed in Bulletin No. 393 (p. 65).

Extracts from the agreement of Lodge No. 5 with the Pacific Coast Steel Co., South San Francisco, Calif., July 1, 1925, follow:

First. All prices, except where otherwise specified, shall be based on the 1-cent card rate for rolling-mill department and shall not go below the base price named on the rate selected for 2,240 pounds.

Second. In case of controversy arising in works regular Amalgamated Association procedure to be followed.

Third. Pay days to be semimonthly on the 10th and 25th day of each month.

Sixth. That eight hours shall constitute a day's work in said plant, except Saturdays, when all mills shall stop at 12 o'clock (noon) and the first shift shall not commence work earlier than 7 o'clock on Monday morning.

Seventh. It is understood that the rollers will control all hands on the mill, including hiring and discharging, and rollers shall be held responsible by the management for the work done.

Superintendent of open hearth will assume the same powers in that department as rollers do in the mill.

Eighth. If at any time during the life of this agreement the company shall install improvements which would increase production or reduce the work of the men a temporary scale will be drawn to cover department affected and work will continue under temporary scale until new scale is adopted.

## LAUNDRY WORKERS

The Laundry Workers' International Union includes the employees in custom laundries. Extracts from two agreements, illustrative of all, were given in Bulletin No. 393 (pp. 65, 66).

## LEATHER WORKERS

The United Leather Workers' International Union of America consists of persons employed in the production or transportation of leather or by-products thereof. Extracts from an agreement of

Local No. 20 with a manufacturer of fancy leather goods and pocket-books, Chicago, Ill., August 28, 1925, follow:

The party of the first part, by its Local Branch No. 20, agrees to furnish to the party of the second part the use of its union label without cost, other than a compliance with the conditions following:

First. All the employees of the party of the second part employed in the manufacture of fancy leather goods and pocketbooks must be members of the United Leather Workers' International Union at the going into effect of this agreement.

Second. That the party of the second part further agrees that he will employ none but members of the aforesaid organization, and if none such are procurable will only employ such workmen as agree to and do become members of the said international union within two weeks after going to work.

Third. The party of the second part agrees to abide by all rules of the aforesaid organization of the party of the first part appertaining to the employment of apprentices and helpers, and the requirements exacted of applicants for membership and of employers regarding the use of the union label.

Fourth. The working hours per day shall be upon the basis of eight hours for five working days. It is conceded and mutually agreed upon by the parties hereto that four hours be worked on Saturday.

Fifth. All work in excess of that provided in section 4 shall be paid for at the rate of time and one-half. All work performed on Sunday and such holidays as agreed upon by the parties hereto shall be paid for at the rate of double time.

Seventh. A helper must serve three years before becoming a journeyman.

Eighth. No work shall be given out to be made in the homes of workers, whether said workers are employed in the shops or outside of the factory.

Ninth. That no members be required or allowed to work on Labor Day (the first Monday in September).

Tenth. In consideration of the compliance with the above terms and conditions on the part of the party of the second part, the party of the first part agrees to place its union label, when desired, on all products manufactured by the party of the second part.

The party of the first part further agrees to promote the interest of the party of the second part in so far as advertising and recommending the business of the party of the second part to all of its friends and constituents as deserving of their patronage as a result of their compliance with the terms and conditions set forth in this agreement.

### LONGSHOREMEN

The International Longshoremen's Association includes laborers engaged in loading and unloading shipping along the waterfront and railroad cars on docks, piers, or in marine warehouses; clerks and mechanics doing work in connection with the same, grain-elevator employees, and men working in cotton compresses and warehouses. In the larger Atlantic and Gulf ports the agreements are made between the unions representing the various classes of work and the United States Shipping Board and representatives of the shipping interests. There is a marked similarity between the agreements for like work at the different ports.

Generally agreements are made for one year; call for the employment of union men only, 44 hours six months of the year (May to October) and 48 hours during the remainder of the year; specify rates for overtime work, and require wages to be paid weekly. Disputes are generally adjusted by a committee of four, two representing each side, with the aid of a fifth man when a majority of the four are unable to agree.

The following provisions relating to loading and unloading of ships are taken from the Agreement between Local No. 861, Portland, Me., and the United States Shipping Board Emergency Fleet Corporation, deep-water steamship lines, and contracting stevedores, effective January 1, 1925.



**ARTICLE II.** If at any time any new working condition is forced on the party of the second part, or if they are working in a way that they consider dangerous, the party of the second part have a right to stop work until the matter is settled by the standing committee.

**ART. III.** When union men are employed on steamers, sailing vessels, and lighters in the harbor, loading or discharging cargo, they shall be paid from the time they leave the wharf until return to same. Men not to be paid for meal hours unless they work while on the job, but to be paid prevailing rate if transported during a meal hour.

**ART. IV.** Men shall in all cases be paid the prevailing rate of wages for rigging up, hauling stages, handling hatches, etc., and in no case shall men handle hatches, etc., until the appointed hour for commencing work and knocking off.

**ART. V.** It is understood that so far as possible no unnecessary labor shall be performed on Christmas Day. Only baggage and mail to be handled on Labor Day. No work shall be done on Saturday night except to handle mail or baggage, or except, in special cases, by permission of the labor committee.

**ART. VI.** When men are compelled to work cargo in a hatch or next hatch where grain is running and there is no partition or bulkhead they shall receive the same wages as if they were handling grain, and all hands' time to go on until the grain is finished.

**ART. IX.** Sixteen men shall constitute a gang for discharging a vessel, with 6 men in the hold of the vessel and 16 men loading with 8 men in the hold, provided that in case of lack of men a lesser number may carry on the work until the necessary number is available. In case of freight going direct from ship to cars, 4 more men are required, except in the case of baled pulp going direct from ship to cars, when 6 more men are required. In all cases of discharging bulk cargo there shall be 8 men in the hold. The number of men bagging grain in hold to be not less than 21 and as many more as the stevedore may require. The weight and the number of pieces of the sling load in all cases to be left to the discretion of the parties of the first part.

**ART. X.** When a gang of men have grained several hatches or compartments on any one vessel said gang shall have preference or choice of either hatch so grained to be finished by loading package cargo so called. In an emergency, gangs having a particular hatch on any ship shall not refuse to grain another gang's hatch in the event of the latter gang not being available when required. Any abuse of this clause should be immediately reported to the parties of the first part.

**ART. XI.** A society [union] foreman shall be in charge of respective gangs of men at all times when on duty. This regulation applies to the loading or discharging of all cargoes to be loaded, removed, or shifted.

**ART. XII.** Notice of the requirement of the services of any gang for Sunday or holiday work shall be given to said gangs not later than 4.30 o'clock in the afternoon before, and the hour at which they are required to report for work shall be specified.

**ART. XIV.** The parties of the second part will not try to uphold incompetency, shirking of or absence from work, pilfering or broaching of cargo. Any man guilty of the above offenses shall be dealt with as the parties of the first part see fit or as the circumstances may require. The parties of the first part shall have the right to discharge any man convicted of pilfering or caught in the act. Men are not to leave the dock during working hours without permission of their foreman.

The union shall not unreasonably interfere in any way with the method of working cargo on ship or quay, subject to the right of appeal in case of dispute.

**ART. XV.** Entire handling of lines to be done by one gang, foreman, and 6 men, one hour minimum. Additional time to be at prevailing rate. In case more than one hour is required any fractional part of a half hour, to be called a half hour and to be paid for as such.

For rigging up for grain a foreman and 6 men are required; that for running grain, 3 men are required, viz, a foreman, a hatchman, a winchman, together with the walking boss; that for uncovering and covering hatches a rigging-up gang herein provided for handling grain shall be allowed, and that after the hatches are uncovered the additional men in said gang not required for running grain may be sent home. That said additional men shall receive pay as follows: For each time ordered out said men shall receive two hours' pay at prevailing rate. That grain must be stopped before the men go into the hold to trim, and that when in close quarters all men shall be called out from under the deck while the grain is running. Suitable ladders to be provided in grain feeders and hatches.

ART. XVI. When men are ordered out to work they shall be paid for two hours at the prevailing rate, whether they begin work or not, except when the men refuse to start owing to weather or other conditions, except as otherwise provided in Article XV.

ART. XVII. The ship to supply suitable shelter for the men working on deck in bad weather.

The following provisions relating to general cargo are taken from the agreement of Locals Nos. 829 and 858 and the United States Shipping Board, the steamship agents and stevedores of Baltimore, Md., October 1, 1925:

6. The number of men in each gang to be at the discretion of the party of the first part, and, as in their judgment may be necessary, men to be used in either hold or on wharf at discretion of the party of the first part.

(a) It is expressly agreed that the gang carrier shall be under the orders of the party of the first part and shall do such work as ordered. Any infringement of this agreement will result in the removal of the gang carrier. Pay of gang carrier to be at the same ratio as at present.

7. (b) When men are knocked off work 15 minutes after the hour or later they are to be paid for one-half hour. If they knock off 45 minutes after the hour they are to be paid for one hour.

8. When rubbers are required for handling wet cargo or explosives or leather hand pads or gloves for barbed wire they shall be provided by the stevedore or company, but same are to be returned by the men at the end of the day. If not returned, cost of the article to be charged to the men failing to return same.

21. When men are working refrigerator ships (handling refrigerator cargo) they shall receive 20 cents per hour over and above the general cargo rate.

The following extracts relating to checkers and tallymen are from the agreement of Local No. 953 and the United States Shipping Board and deep-water steamship lines of Baltimore, Md., October 1, 1925.

1. Members of the party of the second part shall have preference of all work pertaining to tallying and checking of all deep-water cargo under the following terms and conditions, it, however, being expressly understood and agreed that the employer shall have the exclusive right of employing whatever number of men he considers sufficient for his requirements, and, furthermore, that he has the exclusive right to designate where, when, and how the work shall be performed.

9. Double time shall be paid when checking or tallying ammunition or explosives down the bay. Time to start from the time of leaving the pier to their return to same.

The following provisions relating to any kind of cargo, including cotton and tobacco, appear in the agreement of Locals Nos. 307, 636, 704, 851, and 329, and the deep-sea steamship agents, the Master Stevedores' Association of Texas, and the United States Shipping Board Emergency Fleet Corporation, Galveston, Texas City, and Bolivar, October 6, 1925. The same provisions (omitting the reference to the Texas Contracting Co. and to the Steele Steamship Line) are found in the agreement of Locals Nos. 872 and 896, with the same parties, Houston, Tex., of the same date:

It is further agreed and understood that the deep-sea steamship agents, stevedores, and the United States Shipping Board Emergency Fleet Corporation will employ only members of the above-named locals of the International Longshoremen's Association, and that the work be equally divided between the white and colored members of the locals named herein working in solid gangs of either white or colored longshoremen in the port of Galveston, except the Texas Contracting Co. and the Steele Steamship Line, who, it is agreed, will employ Local No. 329, I. L. A., Galveston. When 50-50 gangs can not be supplied it is understood that whichever local can provide the gangs it shall be incumbent on them to do so, whether white or colored.

RULE No. 6. The stevedore shall at all times have the right to specify or name the gangwaymen, provided they be members of the International Longshoremen's Association.

**RULE No. 7.** Stevedore to have the option of employing any number of men he may consider proper when doing longshore work and to have the privilege of moving men from hold to dock and dock to hold.

**RULE No. 12.** When gangs are shifted from one ship to another during working hours, while working for the same firm, they shall receive the same pay as if working during such time of shifting.

**RULE No. 16.** Five hundred pounds to a single two-wheel truck (one man) and 1,400 pounds to a double two-wheel truck (two men) shall constitute a truck load, give or take 50 pounds.

## MEAT CUTTERS

The Amalgamated Meat Cutters and Butcher Workmen of North America consists of workers (except the office force) connected with slaughtering and packing establishments, sausage workers, and meat cutters in shops. Generally there is but one union in a town, and the agreement covers the three classes of workers mentioned, though in a few cases there are separate agreements for each. Agreements are generally made with individual employers, call for a union shop, a rate of time and a half for overtime, no work on Sundays, and the union card to be loaned to the employer and to be displayed by him in the market where it can be readily seen. Employers are to keep counters, blocks, and floor behind the counter clean and sanitary at all times.

The following extracts are from the agreement of Local No. 482, Herrin, Ill., November 1, 1925:

2. That it will loan without cost to the party of the second part meat cutters card, provided it is kept in a conspicuous place, and that party of the second part be responsible to the amount of not more than \$1 for said card in case it is damaged or lost. This card is and shall remain the property of the party of the first part and must be surrendered by the party of the second part upon violation of any of the provisions of this agreement upon demand of the party of the first part through its secretary or business agent.

3. That no employer shall allow any employee to work over seven days without becoming a member of Local No. 482, A. M. C. of N. A.

4. That all truck drivers and employees in a meat market shall be members of Local No. 482, A. M. C. of N. A. Truck drivers shall be classed as apprentices.

5. That party of the second part agrees to open his market at 6 a. m. and close his market at 6 p. m. on all days of the week, and the party of the second part also agrees not to sell any goods on Sundays or [specified holidays.]

8. That market shall be closed on Sunday all the year, and no other business located in the same building and operated in conjunction with meat market shall be opened on Sunday or business transacted. No purchases made prior to Sunday and left at market shall be removed during Sunday.

10. It is hereby agreed that all employers shall ask and consider a list of idle members of Local No. 482 for investigation and shall give them a trial.

12. Party of the second part further agrees that in the event of slack business conditions or a dull season it should be necessary to diminish their help by laying off any meat cutter or number of meat cutters the older meat cutter employed shall have preference over the new ones and the last meat cutter employed to be the first laid off, and at no time shall a meat cutter employed be laid off and a new one employed in his place.

17. That all members of Local No. 482 shall receive one week's vacation with pay each and every year.

19. That all minority stockholders shall belong to Local Union No. 482, A. M. C. of N. A.

20. It is further agreed that members not attending meeting and not paying dues shall give the proprietor the right to check-off from his pay for dues or member will lose his job; otherwise card will be withdrawn at once and shop be declared nonunion.

23. That eight hours shall constitute a day's work between 8 a. m. and 6 p. m.

The following provisions are found in the agreement of Local No. 534, East St. Louis, Ill., November 1, 1925.

**PART 1.** In the event of regular employee being sick, or in the case of vacancy, the employer will first call secretary of Local No. 534 of East St. Louis, Ill., and if secretary of Local No. 534 can not supply help the employer will have the privilege of hiring any person to work, after they have secured permit from secretary of Local No. 534, as a permit worker. Extra help to be taken care of by steward of store.

**PART 2.** That union-label goods will be given preference over all others as much as possible.

**PART 3.** Nine hours shall constitute the basic work day, and such work shall be completed within a period of not more than 10 consecutive hours the first five days of the week; opening time shall be 7 a. m., and 5 p. m. shall be closing time the first five days, and 7 a. m. shall be opening time and 9 p. m. shall be closing time on Saturday and Christmas eve, with one hour for dinner each day and one hour for supper on Saturday and Christmas Eve, and 7 a. m. shall be opening time and 7 p. m. shall be closing time on all other days preceding holidays, with one hour for dinner on such days.

**PART 6.** There shall be allowed one apprentice in each department, as stated under clause covering wages, namely, grocery and order department inclusive, delivery department, and cashing department.

**PART 7.** Apprentice male help shall receive not less than \$17.50 per week as a minimum wage, and apprentice female help shall receive not less than \$14 per week as a minimum wage.

**PART 8.** Time worked before and after the regular opening and closing time shall be considered overtime and paid for at double-time rate.

**PART 9.** When an employee is required to fill the place of another employee receiving a higher rate of pay he shall receive the higher rate, but if required to fill the place of another employee receiving a lower rate his rate shall not be changed.

**PART 13.** Thirty days' employment shall be accepted proof of general competency.

**PART 16.** No work to be performed on New Year's Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, or on Sundays, or any days that may be set aside in the future as legal holidays.

**PART 17.** Employers will not discriminate against any employee who from time to time represents their employees.

**PART 19.** That Local No. 534 will loan, without cost to the party of the second part, where one or more of the local members are employed, one store card, and, where no members are employed, owners of business shall join the union as honorary members. This card remains the property of the party of the first part and will be promptly surrendered by the party of the second part upon violation of any part of this agreement.

The following extracts are from the agreement of Local No. 279, Dubuque, Iowa, November 1, 1925:

**ARTICLE 1.** Ten hours shall constitute the basic workday. Work to begin at 7 a. m. and stop at 6 p. m., excepting Saturdays and days preceding holidays, when work shall begin at 7 a. m. and stop at 7 p. m., allowing one hour for dinner. No supper. Fifty-six hours shall constitute a week's work, each journeyman to be allowed five consecutive hours free with pay, dinner hour not included.

**ART. 2.** It is expressly understood that no customers will be served who come into the market after 6 p. m. Monday, Tuesday, Wednesday, Thursday, or Friday, and 7 p. m. on Saturdays and days preceding holidays; that all customers in the shop at the closing hour be served; that all meats be properly taken care of and markets placed in a sanitary condition, such work not to be construed as overtime. Overtime to be limited to one hour every day excepting on the second day before Thanksgiving, Christmas, and New Year's, when employees will work such overtime as may be required at the rate of time and one-half per hour. This work to be performed behind closed doors.

**ART. 7.** When in need of help employers shall give preference to members in good standing of Local 279, A. M. C. & B. W. of N. A. When nonunion men are employed they shall file application for membership in Local No. 279 not later than one week after employment. No employee to be discharged without

good and sufficient cause. Dishonesty, incompetency, incivility, or an over-supply of help will be sufficient cause for dismissal, or help can be dismissed provided preference is given to union help in replacing men. Nonunion men must receive working permit from secretary.

ART. 8. The market card must be displayed in all places where members of Local No. 279 are employed and agreement signed.

ART. 9. This agreement expires November 1, 1926. Any alteration that may be desired by either party to this agreement at the time of its expiration must be made known not later than 30 days prior to its expiration. In case neither party served notice for a change in this agreement at its expiration it shall automatically extend until such notice is given by either party.

ART. 13. Local No. 279 agrees to recognize as a union market every market wherein the proprietor (if he is a member of the Master Butchers' Association of Dubuque) does his own work and is the only person cutting or selling meats.

ART. 14. (a) It is agreed that Local No. 279 will not negotiate individual agreements with members of the United Master Butchers' Association or non-members at the expiration of this agreement or until negotiations have been completed or broken off. Negotiations must be consummated by November, 1926.

ART. 15. Men of clean record recommended by members of the United Master Butchers' Association will be accepted as members of Local No. 279 without examination, providing they have had at least three years' experience in a retail meat market.

## METAL TRADES

Under the head of metal trades are generally included blacksmiths, boiler makers, foundry employees, machinists, metal polishers, molders, stove mounters, and pattern makers. Members of some of these crafts are allied with the railroad workers, but in general in the large cities they group into metal trades' councils. The following provisions appear in the agreement of the Chicago Metal Trades Council with the Greenduck Co. June 1, 1925. The agreement provides for a union shop, a 44-hour week, and double time for all overtime work.

ARTICLE V. Men employed on the night shift shall receive the same compensation for 40 hours, as they would receive for 44 hours, on day shift.

ART. VI. It is understood that the employer, when in need of help, shall call upon the various unions for same. This applies to all classes.

It is further understood that the representatives of the several crafts shall have access to the shops for conference with the shop steward of his craft.

ART. VIII. Should an occasion arise at any time whereby the company would be unable to handle all its work, necessitating letting the work out to another firm, preference shall be given to a firm having an agreement with the various crafts of the Chicago Metal Trades Council.

ART. IX. Should it be found upon investigation that a shop committeeman has been laid off or discharged unjustly the firm shall pay him for all time lost.

ART. X. It is agreed that members of the various crafts shall not be subjected to a physical examination before going to work.

ART. XI. Should any difference arise in reference to the rules contained in this agreement that can not be satisfactorily adjusted by the works superintendent and shop committee, such matters in dispute shall be referred to the proper officer of the company and a representative of the craft involved, who shall have access to the shop. There shall be no strike or lockout until the two last referred to fail to agree.

ART. XII. It is further agreed that if in the future the company finds it necessary to employ electricians, blacksmiths, molders, or pattern makers that clauses covering these crafts will be added and made a part of this agreement.

## BOILER MAKERS

The International Brotherhood of Boiler Makers, Iron Shipbuilders, and Helpers of America includes, among others, workers making boilers, grates, fire doors, all ironwork connected with the construction of

iron ships, iron tanks, vats, standpipes, water towers, furnaces, gasometers, roasters, converters, and stacks around mines, mills and smelters, heaters, manufacturing and power plants, water-wheel and turbine work, and operating welding, riveting, punching, and shearing machines, flangers, and drill presses. The members are formed into locals; the locals of a city are united into lodges. Railroad workers are grouped into railroad lodges and generally affiliate with other railroad crafts. Generally the agreement calls for a union shop, an eight-hour day, foremen to be members of the union, wages to be paid weekly, and double time for overtime work.

The following extracts are from the agreement of Local No. 377 with certain boiler works in Davenport, Iowa, and Moline, Ill., June 1, 1925:

ARTICLE 1. (c) All overtime, including Saturday afternoon, must be paid at the rate of double time. This applies to Sundays and the following holidays: New Year's Day, Washington's Birthday, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.

ART. 3. All car fare during working hours, and where two fares are required to report to jobs for work, one fare shall be paid by the employer. Men sent out of shop to perform work shall have time cards signed by the party they are doing the work for and same shall be returned to their employer.

ART. 5. (a) Any member of a firm or corporation parties to this agreement working with the tools must carry a journeyman's card in the International Brotherhood of Boiler Makers, Iron Shipbuilders, and Helpers of America.

ART. 7. When men covered by this agreement are sent away from home station they will be allowed their hotel expenses and railroad fare and shall be paid in accordance with the rules of this agreement.

ART. 8. Should any dispute arise in the shop or on an outside job the matter will be handled by a committee selected by the employees or a duly authorized representative of the international union or local union, with a view of bringing about a satisfactory adjustment.

ART. 9. Should either party of this agreement violate any of its provisions, same shall be deemed sufficient cause for the cancellation of this agreement by the other parties.

ART. 10. This agreement shall remain in full force and effect when properly signed by both parties and will remain in effect until superseded by another agreement. Should either party to this agreement desire a change in any rule, or a new rule inserted, a written notice shall be given to the other party and a conference held within 30 days.

## MACHINISTS

Members of the International Association of Machinists make, erect, repair, inspect, adjust, assemble, install, maintain, dismantle, and operate machinery, engines, motors, and pumps, whether driven by hand, foot, steam, electricity, gasoline, oil, air, or water. They manufacture and install machine tools, do riveting, calking, cutting, boxing, shaping, drilling in boilers, tanks, and frames required for machinery, operate lathes, planers, slotting machines, milling machines, screw machines, and jigs, are gauge makers, die sinkers, and metal pattern makers, make cash registers, typewriters, adding and addressing machines, firearms, airplanes, drills, hand tools, automatic stokers, hoists, elevators, and derricks. Their agreements are generally short. They are made with individual employers and call for a union shop, an eight-hour day, overtime pay at the rate of double time, and one apprentice for every five journeymen employed. Machinists at work on railroads generally affiliate with the railroad workers. Those connected with building trades affiliate with the building trades councils. Others affiliate with the metal trades councils.

The following extracts are taken from the contract of Local No. 514, Duquoin, Ill., for 1925:

It is agreed that the employer will employ only machinists who are members of Local No. 514, International Association of Machinists, or those who are both eligible and willing to become members of said local union within a period of six days. Any person working after six days have elapsed after he is employed shall cease work until he is initiated in said local.

**RULE II.** Eight hours shall constitute a day's work and shall be performed between the hours of 7 a. m. and 7 p. m. for the day shift. Men working on the night shift shall receive compensation 5 cents higher on the hour than is paid to those working on the day shift. Work on the regular night shift is not considered overtime. Time worked outside of above schedule by either night or day shift shall be considered overtime and paid for at the rate of time and one-half for four hours, and said employee shall not be compelled to work longer than four hours overtime in one day.

**RULE III.** Work on Sundays and the following holidays shall be paid for at the rate of time and one-half: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

**RULE IV.** Each shop shall be allowed one apprentice and one additional apprentice for each five men of higher classification, namely, journeymen, and advanced apprentices; men to be classified as advanced apprentices after having served two years. Apprentices who have not served two years will not be permitted to work on any job unless a man of higher classification be on or overseeing same.

**RULE V.** There shall be a shop committee appointed by the machinist, who shall be recognized as the authority to take up all grievances that may arise between the machinists and the management for the company, and shall a firm or individual fail to come to an agreement of any dispute with the shop committee the matter will be referred to an officer of the International Association of Machinists and proprietor or manager of said shop by equal representation of each party concerned.

**RULE VI.** Employees shall be paid weekly. Mechanics to be paid for actual hours worked.

**RULE VII.** Employees shall not cease work, walk out, or strike or engage in a shop strike during negotiations for a settlement of differences while arrangements are being made for a settlement. It shall be considered a violation of this contract to accept work coming from a struck shop or other shops unfair to organized labor.

**RULE VIII.** In case of slack work when it becomes necessary to lay off men the employer shall lay off whoever he sees fit to lay off.

**RULE IX.** \* \* \* Members employed shall not solicit or do work such as is being done by firms having signed agreements other than in said firm's place of business.

The following provisions appear in the agreement of District No. 8, Chicago, Ill., May 1, 1925:

**SECTION I.** The company when in need of any men covered by this agreement shall notify shop committee or office, Machinists' Hall, 113 South Ashland Boulevard, Chicago, Ill., by mail or phone, at least 24 hours before such men are required to start to work. The committee or office will render all assistance possible to secure help.

**SEC. III.** Where night shifts are worked not more than 40 hours per week shall be worked in five nights.

**SEC. IV.** Double time shall be paid for all time worked over the regular day and night schedule and for Sundays and legal holidays.

In case of depression in trade the hours shall be shortened all that is necessary to keep the normal force employed.

**SEC. V.** Apprentices shall not be less than 16 years and not over 21 years of age at the beginning of their apprenticeship term, and shall serve 4 years, constituting 300 working days per year, and be employed on day force only, and they shall not be permitted to work over 8 hours per day and 4 hours on Saturday.

To be recognized as an apprentice under this clause the apprentice must have a regular apprenticeship contract or a definite agreement as to his apprenticeship conditions, subject to change in the wage scale. He shall serve four years, three of which he shall serve on the different machines and special jobs, and shall not serve more than six months on any one machine and one year on the floor. Apprentices shall be required to attend a continuation school for a period of not less than eight hours every two weeks. They shall suffer no loss in wages for school attendance.

SEC. VI. Should an occasion arise at any time whereby the company would be unable to handle all its work, necessitating letting the work out to another firm, preference shall be given to a firm having an agreement with the International Association of Machinists.

The following extracts are from the agreement of Lodge No. 311 with brewers at Los Angeles, Calif., May 15, 1925:

If at the end of this agreement no notice has been given the instrument shall remain in force until such notice be given and the necessary 30 days shall have expired.

SECTION 2. The employer agrees that should they place a contract for machinery or repair work coming under the jurisdiction of said International Association of Machinists they will insist that the work to be done on same shall be done by strictly union men, if possible to do so.

SEC. 4. The superintendent of machinery shall have supervision over all machinists' work being done at the employer's plant. Foreman machinists may be employed at the option of the employers. Said foreman shall be a member of Lodge No. 311. Where foremen are employed the superintendent of machinery shall issue orders through the foreman.

SEC. 7. Overtime shall be paid as follows: Time and one-half for the first three hours worked over the schedule and double time thereafter until quitting work. All work done on Saturday afternoons, Sundays, and holidays shall be paid at double-time rates, except shifts that come to work at noon on Saturdays shall end at 4 p. m.

SEC. 9. In case of a reduction of force the time shall be divided equally among the men, with due consideration of preference to be given to the oldest employee in point of service. Seniority shall prevail in all cases. No man shall be discharged for any violations of the employer's rules six days after the offense has been committed.

SEC. 17. The employer will at all times receive a committee or representative of the union to adjust any differences that may arise as to the interpretation of the terms of this agreement, and if no settlement is reached said difference shall be referred to a board of arbitration, consisting of two members selected by the employer and two members selected by the union, the said board so formed to select a fifth disinterested party, and the decision of the majority of the whole board shall be binding on both parties to this agreement.

### METAL POLISHERS

The Metal Polishers' International Union has jurisdiction over metal polishers, buffers, and platers. Their agreements are generally made between locals and individual employers and generally call for a union shop, an eight-hour day, and an overtime rate of time and a half, with double time for Sundays and holidays.

The following extracts are from the agreement of Local No. 171, Indianapolis, Ind., January 1, 1925:

ARTICLE 3. If two shifts are employed, single time only is to be paid—8 hours and 40 minutes to constitute a day's work for each shift for five-days in the week, and 4 hours and 40 minutes to constitute a day's work on the sixth day.

ART. 4. There shall be a steward for each craft, appointed by the organization, whose duty shall be to see that the men working at the above-named trades are members of the party of the second part.

ART. 5. It is agreed that the business agent of the party of the second part shall have the privilege of interviewing any member of his organization during business hours, in the office of the party of the first part during working hours, but not in the shop.



ART. 6. Journeyman metal polishers whose wages are based on piecework will receive full value of the existing piece prices plus 47 per cent and the full value of piece prices plus 47 per cent on any new work that may be determined during the life of this contract. Journeyman buffers whose wages are based on piecework will receive 27 per cent of the polishing price.

ART. 7. All apprentices shall belong to the party of the second part and carry working card of that organization. Number of apprentices to be determined as formerly. The wages of apprentices working on piecework shall be determined by deducting 25 per cent from the existing piece prices during the first year of apprenticeship—20 per cent during the second year of apprenticeship and 15 per cent during the third year of apprenticeship. After such deduction has been made 27 per cent is to be added to the net amount.

It is understood that apprentices may be employed at a daywork scale during the three years of their apprenticeship, said scale to be determined by the party of the first part.

ART. 8. Polishers and buffers will not be expected to wait more than 60 minutes if the power is cut off before noon, and not more than 30 minutes if the power is cut off after noon.

ART. 9. The party of the first part agrees to abide strictly by the laws of the State of Indiana covering the sanitary and working conditions of the shop, installation of blowers, etc.

ART. 10. It is understood that the party of the second part has no jurisdiction over the operation or working of the polishing machine. But it is agreed by the party of the first part that a regular journeyman member of the party of the second part will be employed to finish after the machine, at the existing piece prices.

ART. 11. In the event of any dispute or difference between the parties of this contract they agree to use every possible means to arrive at a mutually satisfactory understanding. In the event of their failure to settle the difficulty the party of the first part and the party of the second part shall select two arbitrators, these four to choose a fifth. The decision of this board of arbitration shall be final and binding on both parties. During such discussion as described above it is understood that neither party of this agreement can stop work.

## MOLDERS

The International Molders' Union of North America has jurisdiction over the trade of molding in all its branches and subdivisions.

In 1891 the national union made an agreement with the Stove Founders' National Defense Association. Conferences between the two organizations have been held yearly since and the original agreement has been modified and enlarged. The agreement of January 1, 1925, was the same as that of January 1, 1924, extracts from which were printed in Bulletin No. 393 (pp. 72-74).

Locals quite generally follow the conference agreement, with slight changes where advisable.

## STOVE MOUNTERS

The Stove Mounters' International Union of North America has jurisdiction over stove, range, and furnace mounters and drillers, riveters, punchers, pattern fitters, testers, gaters, and welders working with them. Their agreements are generally short and made with individual employers, and call for a union shop, a 48-hour week, time and a half for overtime, double time for Sundays and holidays, and some form of arbitration.

Extracts from the agreements of Local No. 72, New Athens, Ill., and Local No. 4, Belleville, Ill., each dated August 5, 1925, and identical in terms, follow:

CLAUSE 1. It is agreed that members in good standing coming properly under the jurisdiction of this union shall be given preference of employment.

CLAUSE 2. All members embodied in clause 1 to be competent workmen, able to fill their positions, and having worked at same for three years or more.

CLAUSE 3. Eight hours shall constitute a day's work, Saturday off all day from June 15 to September 15, both days included.

CLAUSE 6. One apprentice to every eight journeymen, all shops having less than eight journeymen, shall be allowed one apprentice for the entire shop until such time that they have a majority fraction over eight journeymen.

CLAUSE 9. Pieceworkers put on temporary daywork to receive the average for two consecutive previous weeks piecework earnings, two weeks or less to be considered temporary daywork.

CLAUSE 10. New work not properly fitted shall be done by dayworkers. After such defects are remedied a piece price to be paid, same to be under protest until agreed upon; two weeks is considered time in which to settle price.

CLAUSE 11. In case any dispute can not be settled between the management and the shop committee it shall be referred to the executive committee of the Stove Mounters and Steel Range Workers' Union and the firm. In the event no settlement is reached it shall be referred to the national officers of the Stove Mounters and Steel Range Workers' Union and the Manufacturers Protective and Development Association. In case of dispute both parties to continue operations for a reasonable period of two weeks pending settlement.

CLAUSE 14. Any member of this organization receiving more than the present scale shall be governed by the same percentage of increase.

Provisions found in the agreement of stove mounters in the employ of the Indianapolis Stove Co., January 1, 1925, follow:

ARTICLE 2. Pieceworkers are to receive in addition to the full board prices an additional 71 per cent of the board price during the life of this contract. It is agreed that the rough grinding shall be done for the mounters by the Indianapolis Stove Co.

ART. 3. There shall be no limit placed upon the wages of the piecework mounters.

ART. 5. In case of shortage (after agreement with foreman) all piecework mounters will lay off for one day. It is understood that the foreman will take proper notice of the contention of the committee.

ART. 6. All shop rules now in force will continue through the life of this agreement.

ART. 7. The man who does the drilling on the bench drill, although under the jurisdiction of the mounters' union, shall be paid at the hourly rate that shall be arranged to the mutual satisfaction of the man and the Indianapolis Stove Co.

It is further agreed that in case this man leaves this job or is discharged and the stove mounters can not furnish a competent driller who could earn the same wages as the former driller that the Indianapolis Stove Co. shall have the right to select a man for this position and arrange with him satisfactory wages until such time as he may become proficient, at which time he shall receive the same rate as the former employee.

ART. 8. The present established price of piecework in the shop shall be the basis for the determination of the price of new work of similar character and grade, unless the presidents of the two national organizations or their representatives shall decide that the established prices of similar work in the shop are not in accord with the price of competitive goods in the district. In case the shop committee and firm are unable to agree upon the price of new goods, the men shall accept as payment the price fixed by the firm, pending adjustment by a representative of the Stove Founders' National Defense Association and a representative of the Stove Mounters' and Steel Range Workers' International Union, whose decision shall be final and binding upon both parties.

ART. 9. When a new stove is put on the piece floor work on said stove shall be paid for at the rate of the moulder's average piecework earnings for the two weeks previous for a period of three days, unless it is shown that the necessary fitting is not done, in which case the stove shall remain daywork until the necessary fitting has been done, and the moulder shall be paid his average piecework earnings. A moulder working piecework, using castings from new patterns which do not fit, shall be allowed extra time at the rate of his average piecework earnings of the two weeks previous.

ART. 11. Under no circumstances shall the mounters be justified in quitting work either singly or in a body by reason of a dispute or grievance which is

pending until all resources under this agreement have failed, as such action upon their part would be a violation of the agreement.

ART. 12. When either party of this agreement shall desire a change in the prevailing rates, whether a general reduction or an advance they shall each give the other at least 30 day's notice before the end of each year, which shall commence on the 1st day of January. If no such notice shall be given the rate of wages current during the year shall be the rate in force for the succeeding year.

## MINERS, COAL

The United Mine Workers of America accept as members all persons employed in and around coal mines, coal washers, and coke ovens. Its field is divided into about 30 districts. Each district makes basic agreements with individual employers or associations of coal operators within its limits applicable to veins, fields, individual towns or counties, generally for periods of two or three years. In a few cases districts are divided into subdistricts and basic agreements are made by them.

## ANTHRACITE MINERS

The anthracite miners are grouped into three districts, Nos. 1, 7, and 9, who combine in making one agreement for the entire industry. The anthracite agreement is a collection of agreements based on the award of 1903 of the Anthracite Coal Strike Commission, which was accepted for three years and continued in 1906, 1909, 1912, 1916, 1918, 1919, 1920, 1922, 1923, and 1926, with many modifications, mainly in the matter of wages. The terms of the latest agreement, signed February 11, 1926, are as follows:

(1) Work shall be resumed at once under the terms of the expired contract which, subject to modification as hereinafter provided, shall be in force and effect until August 31, 1930.

(2) At any time after January 1, 1927, but no oftener than once in any year, either party may, in writing, propose modifications in the wage scales of said contract. The parties agree within 15 days after receipt of such written proposals to start conferences in the usual manner in an effort to agree upon such modifications.

(3) If within 30 days after starting such negotiations the parties have not agreed, all issues in controversy shall be referred to a board of two men with full power and without reservation or restrictions; and the parties agree to abide by any decision or decisions of such board, either on the merits of the controversy or as to procedure to be followed. Such board shall be appointed as follows:

The operators shall name three men and the miners shall name three men. The operators shall select one man from the miners' list and the miners shall select one man from the operators' list, and the two men so approved shall constitute said board. Unless otherwise agreed, the men named by the parties shall not be connected with the United Mine Workers of America or the business of mining coal. The board shall be obligated, within 90 days after appointment, to arrive at a decision on all issues in controversy, and to that end shall formulate their own rules and methods of procedure and may enlarge the board to an odd number, in which event a majority vote shall be binding.

(4) The demands of the operators and the mine workers on the question of cooperation and efficiency are referred to the board of conciliation, exclusive of the umpire, which shall work out a reciprocal program of cooperation and efficiency.

(5) The board of conciliation shall proceed to equalize wages, etc., in accordance with clause (12) of the agreement dated September 19, 1923.

(6) Except as modified herein, the terms and provisions of the award of the Anthracite Coal Strike Commission and subsequent agreements made in modification thereof or supplemental thereto, as well as the rulings and decisions of the board of conciliation, are hereby ratified, confirmed, and continued during the term of this contract, ending August 31, 1930.

The award of 1903 related mainly to wages. However, it created a board of conciliation—that referred to in section 4 of the 1926 agreement—and referred to checkweighmen and mine cars in the following words:

IV. The commission adjudges and awards: That any difficulty or disagreement arising under this award, either as to its interpretation or application, or in any way growing out of the relations of the employers and employed, which can not be settled or adjusted by consultation between the superintendent or manager of the mine or mines and the miner or miners directly interested, or is of a scope too large to be so settled or adjusted, shall be referred to a permanent joint committee, to be called a board of conciliation, to consist of six persons, appointed as hereinafter provided. That is to say, if there shall be a division of the whole region into three districts, in each of which there shall exist an organization representing a majority of the mine workers of such district, one of said board of conciliation shall be appointed by each of said organizations, and three other persons shall be appointed by the operators in each of said districts appointing one person.

The board of conciliation thus constituted shall take up and consider any question referred to it as aforesaid, hearing both parties to the controversy, and such evidence as may be laid before it by either party; and any award made by a majority of such board of conciliation shall be final and binding on all parties. If, however, the said board is unable to decide any question submitted, or point related thereto, that question or point shall be referred to an umpire, to be appointed, at the request of said board, by one of the circuit judges of the third judicial circuit of the United States, whose decision shall be final and binding in the premises.

At all hearings before said board the parties may be represented by such person or persons as they may respectively select.

V. The commission adjudges and awards: That whenever requested by a majority of the contract miners of any colliery, checkweighmen or check docking bosses, or both, shall be employed. The wages of said checkweighmen and check docking bosses shall be fixed, collected, and paid by the miners in such manner as the said miners shall by a majority vote elect; and when requested by a majority of said miners the operators shall pay the wages fixed for checkweighmen and check docking bosses out of deductions made proportionately from the earnings of said miners on such basis as the majority of said miners shall determine.

VI. The commission adjudges and awards: That mine cars shall be distributed among miners who are at work as uniformly and as equitably as possible, and that there shall be no concerted effort on the part of the miners or mine workers of any colliery or collieries to limit the output of the mines or to detract from the quality of the work performed, unless such limitation of output be in conformity to an agreement between an operator or operators and an organization representing a majority of said miners in his or their employ.

LX. The commission adjudges and awards: That no person shall be refused employment or in any way discriminated against on account of membership or nonmembership in any labor organization; and that there shall be no discrimination against or interference with any employee who is not a member of any labor organization by members of such organization.

The following are taken from the continuing agreement of May 20, 1912:

(d) At each mine there shall be a grievance committee consisting of not more than three employees, and such committee shall under the terms of this agreement take up for adjustment with the proper officials of the company all grievances referred to them by employees who have first taken up said grievances with the foreman and failed to effect proper settlement of the same. It is also understood that the member of the board of conciliation elected by the mine workers' organization or his representative may meet with the mine committee and company officials in adjusting disputes. In the event of the mine committee failing to adjust with the company officials any grievance properly referred to them they may refer the grievance to the members of the board of conciliation in their district for adjustment, and in case of their failure to adjust the same

they shall refer the grievance to the board of conciliation for final settlement, as provided in the award of the Anthracite Coal Strike Commission and the agreements subsequent thereto, and whatever settlement is made shall date from the time the grievance is raised.

(e) Contract miners shall have the right to employ checkweighmen and check docking bosses, as provided by the award of the Anthracite Coal Strike Commission and the decisions of the board of conciliation, and when so employed their rights shall be recognized and they shall not be interfered with in the proper performance of their work; provided they do not interfere with the proper operation of the colliery. Checkweighmen and check docking bosses shall be elected by contract miners in meeting assembled specifically for that purpose, and for such term as said miners may determine, and the chairman and secretary of said meeting shall certify such election to the mine foreman.

Under the continuing agreement of May 5, 1916, the working day was changed from nine to eight hours and rates were provided for work done with mining machines.

The following are taken from the agreement of September 2, 1920:

(k) Contract miners whose tools are lost through no fault of their own as the result of squeezes, cave-ins, and similar accidents shall be furnished with new tools by the company corresponding to the tools lost, without expense to the miner.

(l) Whenever deficient or abnormal conditions are encountered in a working place by contract miners the miner or miners affected shall make such fact known to the foreman, and if the foreman and the men affected are unable to agree upon compensation based on the method or practice of such payment at the mine affected it shall be referred to the grievance committee and dealt with in the manner provided for other grievances. Work shall be continued pending the adjustment, unless otherwise directed by the foreman, and whatever decision is made shall be retroactive to the date upon which the grievance was raised.

### BITUMINOUS MINERS

The bituminous agreements generally are lengthy. They vary in the different parts of the country only in detail. They consist mainly of wage scales. They provide for the employment of union workers only, an eight-hour day, the check off, the removal of dirt, slate, and other impurities from the coal, the use of certain grades of powder only, the proper and safe protection of miners at work, and semi-monthly pay days. Many of the agreements expired April 1, 1924. On February 19, 1924, the operators and miners in the central field drew up an agreement, known as the Jacksonville agreement, which continued for a period of three years the existing contracts. It reads as follows:

1. This joint conference of operators and miners of Illinois, Indiana, Ohio, and western Pennsylvania, as now constituted, hereby reaffirms the wage-scale contracts now existing between the United Mine Workers of America and the coal operators whose interests are represented in this conference, and hereby extends the same for a period of three years, from April 1, 1924, to March 31, 1927, in all of their terms, provisions, and conditions. It is understood the execution of this interstate agreement extends, without further negotiations the district and sub-district agreements now in effect in the districts affected.

2. That an interstate joint conference of the central competitive field shall assemble the second Monday in February, 1927, at Miami, Fla., and the president of the United Mine Workers of America and the chairman of this joint interstate conference are authorized and instructed to send out notices at the proper time as to the assembling of the conference.

As illustrative of the district agreements, extracts from the southwestern and West Virginia agreement of 1924 were printed in Bulletin No. 393 (pp. 75-80).

## MINERS, METAL

The International Union of Mine, Mill, and Smelter Workers is composed of persons working in and around mines, mills, smelters, and metal refineries. The agreements are made between local unions and the companies, with the approval of the international organization. The following extracts are from a copy of an agreement furnished by the union:

**ARTICLE I, SECTION 1.** It is the intention and the right is hereby conceded by the company that the union shall have recognition and take into its organization all men employed in any of the departments of the works over which the said union may properly claim jurisdiction and that all new employees shall immediately upon securing regular employment make application for membership in the said union.

**SEC. 2.** There shall be no discrimination against any member or members of the said union either because of membership in or for legitimate activity as an officer or committeeman of said union.

**SEC. 3.** The management shall meet the committee of the union as may be necessary to adjust disputes or grievances and to discuss the improvement of the working conditions.

**SEC. 4.** The company shall check off each month from the list submitted by the secretary of the union all initiations, dues, fines, and assessments and turn same over to the party authorized by the union to receive same.

**SEC. 5.** The company agrees that when an employee demands his time and expresses his intention of leaving the employ of the company he shall show a receipt from the secretary of the union to the timekeeper that his dues are paid in full before he gets the pay check.

**SEC. 6.** The union agrees to furnish the company a list of members and their financial standing upon the 15th and the last day of each month and at such other times as the company may request and find necessary for the protection of both parties to this contract.

**ART. II, SEC. 1.** For the mutual protection of the company and the union, under all laws of the State it is understood and hereby agreed by both parties that when an individual accepts employment he accepts it under the terms of this agreement, and all sections herein become binding upon him so long as he is employed by the said company.

**SEC. 2.** It is understood and hereby agreed that an employee, for the protection of either or both parties to this agreement, shall sign an agreement which shall read:

"The undersigned, in accepting employment with the—— company, agrees to accept all the terms embodied in the contract dated —— between the company and the local union of the International Union of Mine, Mill, and Smelter Workers, and I hereby authorize said company to deduct from my wages my financial obligations to the union as provided in section of the agreement between the union and the company dealing with this matter."

**ART. III, SEC. 1.** The company agrees that in the case where it is found an employee has been unjustly suspended or discharged that said employee shall be reinstated without prejudice. If, however, the case remains unsettled for three days and negotiations are still pending the discharged employee shall be offered employment in some other department pending a final settlement of his case; and if the company and the committee mutually agree he was unjustly discharged he shall be compensated as may be agreed upon, the circumstances in the case to be fully considered by both parties.

**SEC. 2.** Seniority in promotion shall be followed wherever existing employees in the judgment of the foreman are competent to fill the position in which a permanent vacancy occurs. Seniority shall mean length of service in the employ of the company. Similarly, the rule of seniority shall be followed in the curtailment of the working force, to the end that whenever competent to perform required work those employees longer in the service of the company shall at such times be retained.

**SEC. 3.** In case it becomes necessary for any reason to close the plant down for an indefinite period it is understood that upon resuming operations it shall resume as a union plant, with the proviso, however, that the wage scale and working conditions shall conform to those in effect elsewhere in the industry.

SEC. 4. Eight hours shall constitute a day's work. It is not the intention to compel any man to work eight hours who now works a shorter period than eight hours, but to limit the hours to eight.

SEC. 5. Time and one-half shall be paid for all overtime over eight hours except on change days. All men except those on shift basis as herein defined shall receive time and one-half for Sunday work [and] for \* \* \* holidays.

SEC. 6. It is agreed that any shift man after working one shift, who is required to remain on duty because of the nonappearance of his relief, without fault of the company, shall receive regular time only.

ART. IV, SEC. 1. The union agrees to do everything in its power to secure all the competent men necessary to operate to maximum capacity and to cooperate with the company in every way possible to promote harmony and thereby secure the best results.

SEC. 2. All questions that may arise causing dissatisfaction, and all matters not specially outlined in this agreement, shall be taken up and adjusted as provided for the handling of disputes and grievances.

SEC. 3. Both parties to this agreement agree to adopt the following procedure in the adjustment of any dispute that may occur during the life of this contract, to wit:

When a grievance or dispute occurs the matter shall be taken up by a committee representing the union with the official designated by the company to perform such duties and every effort will be made to reach an adjustment. In case a satisfactory adjustment between the company and the committee is not reached the grievance or dispute shall be submitted to a special committee comprised of three members of the union not members of the original committee and three representatives chosen by the company. In case the special committee fails to agree a representative of the International Union of Mine, Mill, and Smelter Workers shall be called in and if the dispute can not thereafter be settled by mutual agreement the case shall be submitted to the United States Department of Labor at Washington, whose award will be final and binding on both parties to this agreement.

ART. V, SEC. 1. For the purpose of discussing the relations of the company and the union, including the general state of the industry, prior to any action in regard to such matters either by the company or by the union, a conference shall be held between the committee representing the union and one or more representatives of the company. In case any matter requiring adjustment shall remain unadjusted after such conference the company and the union agree to proceed under the section provided for taking up grievances and disputes.

SEC. 2. Neither the union nor the company shall cause a strike to be called or a lockout to be made because of a strike or a lockout existing in any other plant or industry whatsoever.

## MUSICIANS

Locals of the American Federation of Musicians usually do not make agreements. They state working conditions and issue price lists which members are to observe in making contracts. These lists cover vocal and instrumental rates for engagements at concerts, dances, parties, banquets, rinks, hotels, cafés, theaters, moving-picture houses, park concerts, summer gardens, parades, fairs, picnics, athletic exhibitions, and on steamboats, either as single performers or in bands or orchestras, whether for a single entertainment, day or evening, or by the week, month, season, or year. The scales are minimum scales, and members may quote higher prices at will. Agreements, where made, are composed mainly of scales.

The following extracts are from the agreement of Local No. 30, St. Paul, Minn., with motion-picture-theater owners and associate managers of the Twin Cities, seasons of 1925-26 and 1926-27:

Said first party hereby covenants, promises, and agrees:

To furnish to theater managers on request (subject to conditions hereinafter set forth) competent musicians to satisfactorily perform duties as and when required by managers.

Said second party hereby covenants, promises, and agrees:

To employ (subject to conditions hereinafter set forth) only such musicians as are affiliated with said association and federation.

Rehearsals shall be held in daytime, except by agreement between musicians (through musical director) and management.

Dress rehearsals for benefit of actors or performers (with public excluded) shall command performance scale.

Theaters allowed one rehearsal gratis to each change of program, not to exceed two free rehearsals weekly.

Musical directors shall, during the first four weeks of their engagement, be subject to release on "two weeks" written notice; if retained by managers beyond such "trial period" without notice (unless otherwise stipulated) engagement shall be presumed for the term of the orchestra contract.

Musicians (within the "minimum" requirement) shall, during the first four weeks of their engagement, be subject to release on "two weeks" written notice; if retained by directors beyond such "trial period" without notice (unless otherwise stipulated) engagement shall be presumed for the term of the orchestra contract. The foregoing will not apply to members reengaged from previous season, unless there be a change in musical director.

Managers (in event of reduction of orchestra to the "minimum" requirement) electing to increase the personnel or resume the previous instrumentation shall give musicians formerly employed preference in engagement.

Change of musical directors shall not affect the engagement of the "contracted members" ("minimum" requirement) of an orchestra.

If the association is unable to furnish (when required) the services of capable musicians of particular instrumentation, managers shall have the privilege (through musical directors), with the approval of the association, to import such musicians.

Musical directors and musicians who engage at a salary in excess of the current scale for or at a theater may (by stipulation) waive claim to payment for extra or overtime service as same may occur, unless the cumulative charge for same in any one week shall exceed the "excess payment," in which event musicians shall receive the difference involved.

Managers, in engagement of musical directors, and musical directors, in engagement of musicians, may (by stipulation) provide for such understanding as to salary, term of engagement, nature of service, solo and stage appearances, and such other arrangements as may be mutually desirable, providing, however, that such "contracts" shall not be contrary in spirit to the provisions of the within agreement.

Musicians required to double on two or more instruments shall be definitely engaged to render service for the full contract period with added compensation of 20 per cent in excess of the prevailing wage scale.

No written contract shall be in force and effect until a signed original copy shall be filed with and shall receive the approval of the association.

Afternoon or evening occasions shall (as defined hereunder) constitute a session. A session may consist of one or more performances.

Orchestras of vaudeville or tabloid theaters shall not be required to play for motion pictures.

Musical directors in all instances (except at suburban theaters) shall receive 40 per cent more than the scale for musicians.

No period of continuous playing in or at motion-picture theaters (except suburban) shall exceed 45 minutes in duration.

Theaters operating under a policy of more than two performances daily shall provide for an intermission of at least 15 minutes between performances.

Motion-picture theaters operating under a continuous policy shall not exceed 14 sessions (afternoon or evening) weekly, under the weekly scales fixed herein.

Director and musicians of orchestras temporarily displaced through engagement of "attractions" carrying orchestras (except in case of "minstrel attractions" or colored shows) shall for and during the "layoff" period receive 50 per cent of the salary involved.

Managers of (other than suburban) theaters shall provide and designate an intermission or rest period of 10 minutes during each hour of service for regular and relief organists, pianists, and operators of mechanical instruments.

No change or suspension of an established "minimum" requirement shall be made except by and with the approval of the association.

Organist (regular and relief) and pianists (relief) employed at motion-picture and vaudeville theaters shall not constitute units of an orchestra "minimum" requirement.



This agreement shall be subject to the custom governing unforeseen and unavoidable circumstances, including cancellation of attractions, accidents, epidemics, fire, war, floods or other public calamity, the enforcement of any local, State, or Federal law, ordinance, rule, or regulation involving the closing of a theater; any such emergency occasion happening, cancellation or requirement shall be presumed to waive any provision of notice provided for herein and no claim shall be or exist for any cause, claim, or action due to or arising out of any such closing.

The following extracts are from the agreement of Local No. 802, New York City, with International Theatrical Association (Inc.), July 1, 1925:

Musicians employed in a theater or with a production for four or more consecutive weeks may be paid at the season's price, even though the production may be given at more than one theater in New York City. Where the production is moved from one theater to another and the contractor of the theater to which such production is moved offers to engage the extra musicians employed at the theater from which such production is moved the men so originally employed (and in event of their refusal to continue the employment, their successor or successors) shall be entitled only to the regular or season scale, provided the total of the engagement equals or exceeds four weeks.

For the theaters herein covered there shall be no extra charge for services by the whole or any part of the orchestra behind the scenes and not in view of the audience. This provision does not apply to grand opera, but to all other types of performances.

The members of a regular orchestra, so long as the instruments are used, are to remain in the theater while the house is open and under the management of the theater manager during the year (including the summer) of the season for which the orchestra is engaged. In the event of a sale or lease of the theater, the men need not be retained during the period the house, through lease or sale, is without the control of the theater manager. Members of the regular orchestra (i. e., the four or more men engaged for the season) are, after two weeks, to be retained throughout the season of the engagement, while the theater, as above stated, is open and under the control of the theater manager. In the event of a lease, the only requirement is that the lessee maintain an orchestra of not less than four men, such lessee being entitled to select a personnel of his own choosing.

## PAPER MAKERS

There are two unions of paper makers. Speaking broadly, the International Brotherhood of Paper Makers has jurisdiction over workers in all branches of paper making in the machine room, beater room, and finishing room, except swipers and sweepers. The International Brotherhood of Pulp, Sulphite, and Paper Mill Workers, in a broad way, has jurisdiction over all other branches of paper making. In a paper mill will generally be found representatives of both unions as well as members of unions of machinists, firemen, electrical workers, carpenters, and others. It is customary for the large manufacturers to make one agreement cover all the above-named union members in their employ.

The agreement is generally short, but includes in it mill rules applicable to all. The wage scale is given in detail. Usually the employees work eight hours a day, with time and a half for overtime, and are members of the union. The agreements of 1924 as given in Bulletin No. 393 (pp. 81-83) were, in general, continued through 1925 practically without change.

The following extracts are from the agreement of the Minnesota & Ontario Paper Co., at International Falls, Minn., and the Fort Francis Pulp & Paper Co. (Ltd.) at Fort Francis, Ontario, with Local No. 159, Brotherhood of Paper Makers, May 1, 1925:

SECTION 3. The paper machines shall operate between the hours of 8 a. m. Monday and 8 a. m. the following Sunday, and only such work as hereinafter specified shall be performed between the hours of 8 a. m. Sunday and 8 a. m. Monday.

Changing of first top dryer felt on all machines or putting in of seams on first top dryer felt, oiling and cleaning of dryer boxes, washing of screens, and also such repair work as done by the mechanics. For all such work done on Sunday time and one-half be paid.

SEC. 4. The schedule of hours of employment of tour workers shall be eight hours, and the tours shall start at 8 a. m., 4 p. m., and midnight. An employee will not be permitted to leave his post at the end of his tour until his mate relieves him, unless satisfactory arrangements have been made with the boss machine tender. An employee who leaves his post without permission from the boss machine tender before he is relieved is subject to dismissal, except that any employee shall not be expected to work more than sixteen consecutive hours, except in an emergency, and then he shall notify the boss machine tender that he has worked two consecutive tours and the boss machine tender shall make arrangements to secure relief. Employees not intending to work their shift must inform the boss machine tender before their hour of going on duty. Employees who are not on tour work shall work eight hours per day. Any employees required to work overtime other than on tour work shall receive time and one-half for such overtime.

SEC. 5. Tour workers when engaged in putting on wires at any time except on their regular tour shall be paid as follows and under the following conditions:

All employees notified by the boss machine tender to report for putting on a wire shall report at the hour specified by the boss machine tender, and a refusal to report without just cause at the time specified will be cause for dismissal. Machine tenders, back tenders, and third hands called in under these conditions will be entitled to six half hours' pay and will be called upon to remain with the machine until the wire is on and the paper is on the wire.

SEC. 6. The following shall be designated as holidays on which no unnecessary work shall be done. Dominion Day in Fort Francis Mill, 32 hours; Fourth of July in International Falls Mill, 32 hours; Labor Day in both mills, 24 hours; Christmas in both mills, 40 hours.

All work done on the above-named holidays shall conform to the provisions of section 3 of this agreement as above set forth.

SEC. 7. It is understood and agreed between the parties hereto that any and all labor-saving devices that can be installed to improve the efficiency of the operation of the plants are desired, and before such installation of labor-saving devices is made an agreement between the organization and the companies is to be arrived at and agreed upon as to just what saving is to be accomplished. In cases where any of the members of the organization are eliminated by this installation, such employee will be given preference for any position that may be open on the scale of wages covering the occupation they will assume.

SEC. 8. A vacancy shall be considered as existing only in case a member of the organization leaves the employ of the companies, either through a discharge or voluntarily. If any such vacancy exists after a two weeks' period time and one-half shall be paid to members of the organization who work overtime until such vacancy is filled.

SEC. 9. Grievances arising between members of the organization and the companies shall be reported to the superintendent in writing and the superintendent shall give a written reply within 48 hours, stating the adjustment he has made of the matter. If the superintendent fails to adjust the grievance it shall be taken in conference by the president of the companies or his representative and the president of the organization, and if no settlement is made within 10 days it shall be referred to arbitration, the companies selecting one man and the organization one man and the two to select a third party who will convene and render a decision within 15 days, said decision to be final and binding on all parties to the agreement. In case the two men selected can not agree on the third man, then the Secretary of Labor at Washington shall appoint a man for the controversy in the United States and the Minister of Labor in the Province of Ontario shall select a third man in case of a deadlock. If a discharged employee claims an injustice, the grievance shall be presented within 48 hours. Any employee proven by the above procedure to be unjustly discharged shall be reinstated and shall receive pay for lost time.

## PRINTING TRADES

## ALLIED PRINTING TRADES COUNCIL

The Allied Printing Trades Council is a delegate body representing those unions whose members' occupations are distinctively connected with the printing business. The only agreement entered into is for the use of the union label. A copy of the form in use in 1923 was printed in Bulletin No. 393 (pp. 83, 84).

## BOOKBINDERS

The International Brotherhood of Bookbinders consists of bookbinders, paper rulers, paper cutters, edge gilders, marblers, folding-machine operators, and bindery women. As a rule there is but one local in a city, but in the larger cities the bindery women often form a local of their own, and occasionally there are found locals of paper cutters and others. Agreements are generally made with employers' associations. The agreements usually call for a union shop, a 44-hour week, an overtime rate of time and a half and double time on holidays, a weekly pay day, and some form of arbitration, and forbid strikes and lockouts.

Extracts from arbitration and wage-scale agreements entered into by locals were printed in Bulletin No. 393 (pp. 84-87).

## COMPOSITORS, PROOF READERS, ETC.

The International Typographical Union of North America comprises printers, proof readers, machine tenders, and mailers. There is but one English-speaking union in a town. In a few large cities there are locals consisting of persons setting type in foreign languages, and there are also a few locals of mailers. Generally a local makes two agreements—newspaper and book and job. These agreements are made with individuals or groups at different times and often for different periods of time. In smaller towns the agreements are often printed together, but generally they are printed separately. They are usually rather lengthy, provide for a variety of matters, call for a union shop, a 44-hour week and weekly payment of wages, have an arbitration plan and an overtime scale, forbid piece work, and contain some clauses relative to the reproduction of matter. The agreements frequently continue through a period of three years and in several instances for five years.

A copy of a blank form of contract prepared by the international union and used by many locals was printed in Bulletin No. 393 (pp. 87-89). Attached to this agreement is a scale of prices prepared by the locals using it. The international union also prints a longer form of contract in which the scale of wages and hours appears in a detailed manner. The apprenticeship and miscellaneous provisions in the latter, which are repeated in most agreements, are as follows:

SECTION 23. Apprentices may be employed in the ratio of one to every — journeyman members of the typographical union regularly employed; provided that no office shall be entitled to an apprentice unless at least one journeyman, aside from the proprietor, shall be regularly employed in the composing room.

SEC. 24. The foreman of the office and the local apprentice committee shall examine applicants and determine if they are mentally and physically fitted to the trade. The examination must prove that applicants for apprenticeship possess the rudiments of a common-school education.

SEC. 25. Apprentices shall not be less than 16 years of age at the time of beginning their apprenticeship. They shall be registered by the secretary of the local typographical union and they shall serve an apprenticeship period of five years before being admitted to journeyman membership in the union.

SEC. 26. At the end of the second year, if apprentices prove competent, they must be admitted as apprentice members of the union, at which time they will be registered with the secretary-treasurer of the International Typographical Union, who will assign to each junior member a registry number.

SEC. 27. Starting with the third year, apprentices are entitled to and must be in possession of an apprentice working card, indorsed by the secretary of the local typographical union. Cards for the fourth and fifth years can not be granted until apprentices have passed examinations showing that their workmanship entitles them to promotion.

SEC. 28. The foreman and chairman shall see that apprentices are afforded every opportunity to learn the different trade processes by allowing them to work in all departments of the composing room. When apprentices show proficiency in one branch they must be advanced to other classes of work.

SEC. 29. Should an apprentice be careless and neglectful of the duties required by those in control of his trade training, his case shall be investigated by the local committee on apprentices and presented to the union for action.

SEC. 30. Registered apprentices shall be given the same protection as journeymen and shall be governed by the same shop rules, working conditions, and hours of labor.

SEC. 31. Beginning with the third year apprentices shall be enrolled in and complete the I. T. U. course of lessons in printing before being admitted as journeyman members of the union. They shall pay the secretary-treasurer of — union No. — the sum of \$ — per week until the full tuition of the course is paid. Apprentices are required to make quarterly reports to the local or apprentice committee showing the degree of proficiency attained through technical study.

SEC. 32. Arrangements should be made to have apprentices in the last half of the fifth year instructed on any and all typesetting and type-casting devices in use in the offices where they are employed.

SEC. 33. Apprentices shall undergo regular yearly examinations before the local committee on apprentices. Their work must show if they are entitled to the increased wage scale provided in this contract. The employer or his representative has the right to be present and take part in any and all examinations.

SEC. 34. No apprentice shall be employed on overtime work unless — journeymen in the same office are employed on the same shift; at no time shall any apprentice have charge of a department.

SEC. 35. Chairmen of offices where registered apprentices are employed are required to make quarterly reports to the local committee on apprentices. These reports must show if the agreed conditions are being fulfilled by all parties to this contract—whether apprentices are being held back or if they are advanced in the different processes of the trade, and where apprentices are negligent or incapable of becoming competent workmen it must be set forth in the report.

SEC. 36. The local union reserves the right to refuse to register apprentices in any office that has not the necessary equipment to afford instruction being given in the different branches of the work agreed upon.

SEC. 37. No apprentice shall leave one office and enter the services of another employer without the written consent of his first employer and the president of the union.

SEC. 38. All time worked before or in excess of the regular hours established for the day's or night's work shall be paid for at the overtime rate, which shall be price and one-half, based on the hourly wage paid.

SEC. 39. A lunch period of at least 30 minutes and not more than one hour shall be allowed for each shift, such time not to be included in the number of hours specified for a day's or night's work.

SEC. 41. In no case shall an employee in daily newspaper offices receive less than one day's pay except when discharged for cause or where excused at his own request, in which case the employee shall be paid only for time actually worked.

SEC. 42. Learners on machines shall be members of the union or apprentices in the last six months of their apprenticeship.

SEC. 45. The interchanging, exchanging, borrowing, lending, or buying of matter previously used, either in the form of type or matrices between newspapers, between job offices, or between newspapers and job offices, or vice versa, not owned by the same individual, firm, or corporation, and published in the same establishment, is unlawful, and shall not be allowed, unless such type or matrices are reset as nearly like the original as possible, made up, read, and corrected and a proof submitted to the chairman of the office. Transfer of matter between a newspaper office and a job office, or a job office and a newspaper office, where conducted as separate institutions, and from separate composing rooms, owned by the same individual, firm, or corporation, is not permissible unless such matter is reset as nearly like the original as possible, made up, read, and corrected and a proof submitted to the chairman of the office; provided that where an interchange of matter from an English publication to a foreign-language publication or vice versa, is desired, under the provisions of this section, such exchange shall be regulated by agreement between the employer and the local unions interested. The time limit within which borrowed or purchased matter or matrices are to be reset shall be — days from the date of use.

SEC. 46. Foremen of printing offices have the right to employ help, and may discharge (1) for incompetency, (2) for neglect of duty, (3) for violation of office rules (which shall be conspicuously posted), or of laws of the chapel or union, and (4) to decrease the force, such decrease to be accomplished by discharging first the person or persons last employed, either as regular employees, or as extra employees, as the exigencies of the matter may require. Should there be an increase in the force the persons displaced through such cause shall be reinstated in reverse order in which they were discharged before other help may be employed. Upon demand, the foreman shall give the reason for discharge in writing. Persons considered capable as substitutes by foremen shall be deemed competent to fill regular situations, and the substitute oldest in continuous service shall have prior right in the filling of the first vacancy. This section shall apply to incoming as well as outgoing foremen.

SEC. 47. A superannuated member may be permitted to work at a rate of not less than — of the regular scale of wages provided for journeymen; provided that not more than one superannuated member shall be employed in any office at any one time, and no superannuated member will be allowed to work in any office where there are no journeymen employed.

SEC. 48. The union reserves to its members the right to refuse to execute all work received from or destined for struck offices, unfair employers, or publications.

SEC. 49. No employee covered by this scale shall be required or permitted to hold a situation of more than six days or six nights or a combination of days and nights equivalent to six in one financial week; when any employee is required to work the seventh shift in any financial week he shall be paid overtime rates for such work.

The following sections are taken from the three-year newspaper agreement of Local No. 3 with the Cincinnati Daily Newspaper Publishers' Association, May 1, 1925:

SECTION 3. Persons considered capable as substitutes by foreman shall be deemed competent to fill regular situations, and the substitute oldest in continuous service shall have prior right in the filling of the first vacancy. This section shall apply to incoming as well as outgoing foremen.

SEC. 4. All complaints emanating from either party to this contract shall receive prompt acknowledgment and attention, and every effort shall and must be made to reach a prompt and satisfactory adjustment thereof.

SEC. 6. No employee shall be required or permitted to hold a situation of more than six days or nights or a combination of days and nights equivalent to six in one financial week unless the local union is unable to furnish the required number of men demanded by the employer or his representative.

SEC. 8. No employee shall be designated to assume authority or responsibility as the head of a department without extra compensation, which shall be determined by the foreman.

SEC. 9. The following work in newspaper composing rooms may be performed by journeymen or apprentices, at the employer's option: Proving galleys, attending to dumping galleys, leading or unleading linotype matter, sawing or cutting

linotype matter, and releasing distributors, tight lines, or stuck lines on machine. Office boys or any other employees may clean out forms from which ads and other live matter have been removed, wipe and clean machines, attend to replenishing metal, run matrices in and out, and do lifting or any form of laborer's work. Such help may also act as runners or helpers on typesetting machines, but are not to do machinist's work.

SEC. 11. Seven and one-half continuous hours shall constitute a night's work for employees employed by the week or day, the hours to be between 6 p. m. and 5 a. m., except on Saturday when the hours shall be between 4.30 p. m. and 4.30 a. m. In emergencies additional men called after the regular force commences work shall work seven and one-half hours within the hours prescribed in this section without overtime charge, except when any employee working part day and part night shall be paid at the day rate for daywork and at the nightwork rate for nightwork; except that employees starting after 2.30 p. m. shall be paid at the night rate.

SEC. 12. Journeymen are governed by the posted time of starting and stopping work, except that the copy cutter, machinist, and foreman may start 15 minutes before the posted time without penalty or without charging overtime. Such men shall quit work 15 minutes earlier.

SEC. 14. On morning papers the hours of labor shall be continuous, with the exception of 30 minutes for lunch, to be fixed by the foreman; provided when less than 30 minutes are allowed it shall be counted as office time. At least 15 minutes must be given for lunch. Lunch time shall be between the hours of 9.30 and 11.30 p. m. In order to facilitate the getting out of the paper the foreman may divide the chapel into phalanxes, but under no consideration shall the last phalanx be called for lunch later than 11.15 p. m. This section shall apply to all employees of the composing room.

SEC. 15. Morning papers shall have the right to run a day force within the limits of afternoon newspaper hours, six days per week, at the regular day scale. Less than six days' work shall be paid for at the night scale.

SEC. 17. Seven and one-half continuous hours shall constitute a day's work for employees employed by the week or day, the hours to be between 7 a. m. and 6 p. m.

SEC. 18. All employees shall receive for any excess work after seven and one-half hours, price and one-half. On afternoon papers a call back for night extra is entitled to \$1 for the call, in addition to the overtime, and a call back for an early morning extra on afternoon papers, \$2 for the call in addition to the overtime. In no case can a regular employee receive less than a day's pay except in case where he is discharged or where he asks to be excused, in which case he shall be paid only for the time actually employed at a rate not in excess of the regular scale.

SEC. 19. On afternoon papers the hours of labor shall be continuous, with the exception of 30 minutes for lunch. Lunch time shall be between the hours of 11 a. m. and 12.30 p. m. In order to facilitate the getting out of the paper the foreman may divide the chapel into phalanxes, but under no circumstances shall the last phalanx be called after 12.30 p. m. Regular employees on afternoon papers required to work after 6 p. m. shall be entitled to 30 minutes for lunch in addition to the call back, as provided in section above, but this does not apply to men who are working on a baseball-extra edition. This section applies to all employees of the composing room.

SEC. 20. Afternoon papers shall have the right to run a night force within the limits of morning paper hours at the night scale, provided the force shall be employed six days per week. Sunday work for afternoon papers shall be paid for at the overtime rate.

SEC. 21. In offices employing linotype machines to the number of not less than 5 nor more than 14, a machinist shall be employed. When 15 machines nor more than 25, a machinist and helper; when 26 or more, one machinist, one assistant, and two helpers. Overtime for machinists, assistant machinists, and machinist's helpers shall be arranged by the foreman.

SEC. 23. In the employment of extras the foreman may select such men as the needs of the office require without regard to length of service.

SEC. 24. The foreman shall be the judge of a man's competency. The union shall not discipline the foreman for carrying out the instructions of the publisher or his representatives authorized by this contract and scale. Employees may protest against the foreman's actions, but if the foreman, after careful consideration, decides that his actions were warranted by the contract he need not change conditions unless directed to do so by the publisher or by decision of the

joint standing committee. If any employee has a complaint against the foreman or the discharge of a man is contested by the union or an individual and the differences can not be adjusted by conciliation the matter shall be referred to the local joint standing committee. This committee, after hearing both parties, shall decide said controversy by a majority vote and file such decisions in writing with each party. Such decision shall be final and binding upon both parties. No employee who has been discharged shall be eligible to sub in the office after the charge has been sustained except at the option of the foreman; provided that after a period of one year any member may seek employment in an office from which he has been discharged.

Sec. 25. The foreman shall select, supervise, and govern all employees of the composing room, and shall have the right to transfer an employee to any position to facilitate the getting out of the paper; provided, however, that should a man be transferred who is not fully competent to perform the duties pertaining to said position it shall not prejudice the standing of the man in the office.

Sec. 26. In giving out of extra work it shall be expressly understood that when an extra has been employed by the office regularly for a period of four consecutive weeks of six days each it shall be construed as evidence that a regular situation should be created and the same shall be filled in accordance with section 3 of this contract.

Sec. 28. The standard of competency for machine composition shall be 30,000 cms per day of seven and one-half hours on straight nonpareil news matter as it appears in the paper; a reduction of 2,400 ems per day for each increase of one point in size.

Sec. 31. Each newspaper office shall be allowed an apprentice for every 10 journeyman printers regularly employed or major fraction thereof, but not to exceed 4.

Sec. 34. The foreman and the local apprentice committee shall see that apprentices are afforded every opportunity to learn the different trade processes by allowing them to work in all departments of the composing room. When apprentices show proficiency in one branch they must be advanced to other classes of work. Failure on part of the foreman to comply with the foregoing shall immediately be taken up with the publisher and arrangement provided for the proper training of apprentices, as intended in this section.

(a) In order that he may be given full opportunity to become a competent workman, each apprentice during the first year may be required to perform general work in the composing room, at the discretion of the foreman.

(b) In the second year an apprentice shall be employed at least 50 per cent of his time in the ad room. This period to be devoted to teaching him the case, type faces, distribution, and all the rudiments of the trade.

(c) In the third year an apprentice shall be employed at least 75 per cent of his time in the ad room. This period to be devoted to teaching him all the intricate handiwork of the craft and include proper display of ads, use of border and ornaments, marking out of type matter for machines, relationship of type faces and their correct use, etc.

(d) In the fourth year an apprentice shall be employed full time on ad and make-up work. This period to be devoted to mastering all the detail work in ad composition, and, after its completion, apprentice to be given thorough training on forms; the latter to include placing of ads, make-up of news and editorial pages, classification and make-up of liner pages, lock-up of forms for stereotype room, etc.

(e) In the first six months of the fifth year an apprentice shall be employed on the layout of ads and general composing-room work, so that he can master every phase of the craft. In the last six months of his apprenticeship he shall be instructed exclusively on typesetting machines in use in the office where he is employed.

Sec. 35. Beginning with the third year, apprentices shall be enrolled in the course of lessons in printing approved by the International Typographical Union, the expense of such lessons to be shared equally between the employer and the apprentice. Apprentices are required to make quarterly reports to the local apprentice committee showing the degree of proficiency attained through technical study. Apprentices shall undergo regular examination before the local committee. Their work must show if they are entitled to the increased wage scale provided in this contract. The employer or his representative has the right and is requested to take part in any or all examinations.

SEC. 36. Every apprentice shall complete 12 lessons during the third year, 12 lessons during the fourth, and balance of lessons during fifth year. Failing to complete these lessons as required in each year, he will not be awarded new card and his employer will not be required to pay him the regular increase in scale for the new period until such lessons have been completed.

SEC. 37. Compensation for apprentices shall be fixed for the first and second years by the publisher; for the third year there shall be paid one-half, for the fourth year five-eighths, for the fifth year three-quarters of regular journeyman's wages as fixed in this contract. No apprentice shall be allowed to work overtime.

SEC. 39. The office is entitled to all cuts or illustrations, either advertising or news, and has the right to set on time any necessary lines for same. The office is entitled to all other "pick-ups" of any character whatsoever. Matter once paid for shall always remain the property of the office, to use in any or all of its editions, or as many times as desired with such changes as the office may wish to make. "Kill" marks shall not deprive the office of the right to "pick-ups."

SEC. 41. A local advertisement is:

(a) Any advertisement originally set within the jurisdiction of Typographical Union No. 3.

(b) Any advertisement, wherever set, advertising the business of any concern which is in the local field. The addition of names and addresses of branch stores or local selling agents to any advertisement not falling within these definitions does not make the advertisement a local advertisement. It shall not be necessary to reproduce type matter in out-of-town advertisements, whether transient or contract, or in the advertising of out-of-town advertisers who sell their product through their own branch stores or agencies in this or other cities.

SEC. 42. The union reserves the right for its members to refuse to execute all struck work received from or destined for unfair employers or publications.

SEC. 43. In all composing rooms of parties of the first part sufficient janitor service shall be supplied to insure said composing room being kept in a clean and sanitary condition at all times. Such janitor or janitors shall be employed by and be under the supervision of the foreman. Sufficient washbowls and toilets shall be supplied and kept in a clean and sanitary condition. Means shall be taken at all times to insure the proper ventilation of said composing room by the installation of fans and other modern systems of ventilation. All offices shall be equipped with drinking fountains with proper containers for ice. Hot water shall be available in all composing rooms. Suitable lights and shades shall be installed wherever needed in composing rooms and passageways leading to same. Sanitary conditions shall prevail in all offices as are deemed adequate under the ordinances of the city of Cincinnati and the laws of the State of Ohio.

SEC. 44. If the chapel has a grievance against the office it shall first refer it to the foreman, and if not satisfied with the decision of the foreman, then the publisher or business manager of the newspaper, and if the difference is not satisfactorily adjusted the chapel shall then refer its grievances to the standing committee for settlement. It is understood that this section shall apply only to sanitary, lighting, and ventilating conditions.

SEC. 45. A standing committee of two representatives of the Cincinnati Daily Newspaper Publishers' Association and a like committee of two representatives of Typographical Union, No. 3, shall be selected, and in case of vacancy, absence, or refusal of either of such representatives to act another shall be selected in his place, to whom shall be referred all questions which may arise as to the construction placed upon any of the clauses of this agreement, or alleged violations thereof, and such joint committee shall meet within 48 hours and act when any dispute or difference whatsoever shall have been referred to it for decision by the executive officers of either party to this agreement, and should the joint committee be unable to agree, then it shall refer the matter to arbitration.

SEC. 46. It is agreed that fruitless controversies must be avoided and every effort made to maintain good feelings and harmonious relations. To accomplish this, both parties will, in every instance, give prompt attention to disputes and will in good faith endeavor to settle all differences by conciliation. Under all circumstances business shall be continued without interference or interruption in a regular and orderly manner until all differences are settled by conciliation or arbitration.

SEC. 47. Whenever the standing committee referred to in sections 45 and 46 of this article can not amicably settle any differences that may be referred to it, and is unable to agree so that it becomes necessary to refer such differences to arbitration, then the committee by a majority vote shall select a fifth member who shall act as an arbitrator in all matter on which the standing committee



itself is unable to agree. In the event that the standing committee is unable to agree on an arbitrator he shall be designated by the chairman of the standing committee of the American Newspaper Publishers' Association and president of the International Typographical Union, or their authorized representatives.

Sec. 48. It is understood that laws of the International Typographical Union shall not be arbitrated.

Sec. 49. It is conceded by the publishers that they have no right to object to any rules or regulations by the union to govern its members which do not conflict with the terms of this agreement.

*Code of procedure for local arbitration*

SECTION 1. After the questions to be submitted have been determined a local board of arbitration must be formed, composed of residents of Hamilton County, Ohio, or Kenton and Campbell Counties, Ky., two members thereof to be named by each side.

Sec. 2. The fifth member of the arbitration board shall be chosen by two representatives of the Cincinnati Daily Newspaper Publishers' Association and two members of the newspaper scale committee of Cincinnati Typographical Union, No. 3, and he shall act as chairman of the board. He shall decide all disputes as to procedure, all disputes as to admissibility of evidence, and, finally, all disputes as to wages, hours, and working conditions which have been submitted to him by both parties to this proceeding, and his decision shall be final and binding on all parties to this agreement.

Sec. 3. Failure to agree upon the fifth man to act as arbitrator in these proceedings within a period of 10 days from the adoption of this code of procedure, his selection shall be placed in the hands of Chairman Kellogg, of the standing committee of the American Newspaper Publishers' Association, and President Lynch, of the International Typographical Union, or their authorized representatives, such selection to be made as soon as possible.

Sec. 8. All expenses of the arbitration board shall be divided equally between Cincinnati Typographical Union, No. 3, and the Cincinnati Daily Newspaper Publishers' Association.

Sec. 9. It is conceded by both parties to this agreement that the laws of the International Typographical Union and Cincinnati Typographical Union, No. 3, shall be exempt from these arbitration proceedings.

The following sections are taken from the three-year newspaper agreement of Local No. 23 with the newspapers of Milwaukee, Wis., August 8, 1925:

SECTION 2. The publishers bind themselves to the employment in their composing rooms and the departments thereof of mechanics and workmen who are members of Milwaukee Typographical Union, No. 23, and agree to respect and observe the conditions imposed by the constitution and by-laws of the aforesaid organization and the general laws of the International Typographical Union as of January 1, 1925, copies of all of which are hereunto attached and made a part of this agreement in so far as they do not conflict with the terms of this contract and arbitration agreement.

SEC. 4. \* \* \* The foreman of said composing room to be the judge of the number of persons needed to do the work, and who shall work under and subject to his orders.

In the event the union is unable to fulfill its covenant in respect to furnishing competent help, the publishers shall be entitled to obtain anywhere the help required until such time as the union can furnish help; provided the adopted scale of wages is paid; provided, however, that the publishers shall have the privilege of retaining such substitute help, if desired, for a period of not more than 30 days, even though such substitute help does not desire to affiliate with the local union. If during the 30 days the union is unable to furnish men to fill the places of the nonunion men, such nonunion men shall be replaced with union men as soon as the union can furnish them.

Sec. 8. Eight hours, exclusive of 30 minutes for lunch, shall constitute a day's work or a night's work. Six days or six nights of 48 hours shall constitute a week's work. Lunch time shall be designated by the foreman and shall not be paid for. No payment shall be made for holidays or any other day or days when no work is performed.

Sec. 11. All time worked in excess of the unit of hours established for the day's or night's work shall be paid for at the overtime rate; which shall be price and

one-half of the hourly rate up to midnight and double time thereafter on wages received for day workers and price and one-half for all overtime on wages received for night workers. No member of Milwaukee Typographical Union, No. 23, working in any composing room of any newspaper that is a party to this agreement is exempt from taking off his overtime except the foreman who shall receive overtime at the option of the employer.

SEC. 12. All work done on Sundays, Fourth of July, Labor Day, Christmas Day, New Year's Day, or days celebrated as such, shall be paid for at double price, at a minimum of four hours; provided that this section shall not apply to regular night shifts on morning papers.

SEC. 14. No employee covered by this scale shall be required or permitted to hold a situation of more than six days or six nights, or a combination of days and nights equivalent to six, in any one financial week. When an employee is required to work the seventh day in any financial week or on his designated day of rest he shall be paid overtime rates for such work. Foremen shall designate the permanent day or night each situation holder shall be slid.

SEC. 15. Not less than 10 hours shall intervene between the quitting time of one working day and the starting time of the next working day, except in case of emergency, when the men may be called in before 10 hours shall have intervened.

SEC. 29. The scale of wages to be paid apprentices during the term of this agreement shall be as follows: First six months 25 per cent of established wage scale; second six months 30 per cent of established wage scale; third six months 33 per cent of established wage scale; fourth six months 35 per cent of established wage scale; fifth six months 40 per cent of established wage scale; sixth six months 45 per cent of established wage scale; seventh six months 50 per cent of established wage scale; eighth six months 55 per cent of established wage scale; ninth six months 65 per cent of established wage scale; tenth six months 80 per cent of established wage scale.

SEC. 32. A superannuated member who by reason of advanced years or other causes may not be capable of producing an average amount of work may, by agreement between the employer and the union, be permitted to work at a rate of not less than 75 per cent of the established wage scale; provided, however, that not more than one superannuated member shall be employed in any one office.

SEC. 37. The foreman shall have full control over all employees in the mechanical department and shall have the right to employ all labor. In no case shall a foreman delegate any of his authority over operators to the machinist, nor shall the machinist in any case have authority over the operators or operators over the machinists, but helpers and machinists shall be subject to the order of the foreman.

SEC. 39. It is agreed that in event of the use of machines by the publishers other than the typesetting machines now in use a scale of wages for the same may be agreed upon by the joint standing committee, and if no satisfactory agreement is reached, then the matter shall be referred to a board of arbitration, as provided for.

SEC. 50. Proof readers shall be members of Milwaukee Typographical Union, No. 23, but copy may be held by anyone whom the management or the foreman may designate.

SEC. 51. It is specifically agreed and understood that there shall be no censorship nor interference with nor interruption of the preparation thereof, by members of the Milwaukee Typographical Union, No. 23, of advertisements, editorials, or news matter intended for publication by the newspaper, party to this contract.

SEC. 54. The union shall not be bound by any provisions of the articles of association, by-laws, charter, constitution, codes, laws, regulations, resolutions, or rules of any character of the publishers (employer) which are in conflict with the provisions of this contract. The publishers (employer) shall not be bound by the constitution, by-laws, resolutions, rules, or regulations of the union which are in conflict with the provisions of this contract. Each party, however, recognizes the right of the other to adopt laws and regulations of any character for the government of its own members.

The following provisions are found in the annual newspaper agreement of Local No. 112 with the publishers of Scranton, Pa., October 1, 1925:

SECTION 12. To be deemed a competent linotype operator the minimum amount of ems is placed at 32,000 nonpareil (corrected matter) for a day's work

of 8 hours, due allowance being made for loss of time from causes not the fault of the operator. Any operator attaining the ability to set this amount shall be eligible to sub or hold a situation in any office working under the trade regulations of Scranton Typographical Union, No. 112.

Sec. 13. On monotype machines the minimum amount of ems by which the degree of competency shall be established is placed at 32,000 nonpareil (corrected matter) for a day's work of 8 hours, due allowance being made for changing keyboards or other loss of time not the fault of the operator. Any operator attaining the ability to set the number of ems stipulated shall be eligible to sub or hold a situation in any office working under the trade regulations of Scranton Typographical Union, No. 112.

Sec. 19. Machine plants having from one to three typesetting machines must employ an operator-machinist. Plants having four or more typesetting machines must employ a machinist. When the proper care of the machine does not require all the machinist's time he may perform any duty pertaining to the trade which the foreman finds him competent to do.

Sec. 20. The regular working time of a machinist shall be six days or nights per week of as many hours each day or night as are the regular hours of the operators in the office employed in operating machines. All time worked over and above these hours by machinists shall be considered overtime and shall be paid for at the overtime rate.

Sec. 21. No machinist holding a regular situation in an office will be permitted to attend to the repairs on typesetting or casting machines in any office other than the one in which he is employed, except in case of emergency.

Sec. 23. Operators on machines are prohibited from accepting a graded bonus.

Sec. 24. All composition must be timework. Piecework will not be allowed in any case.

Sec. 26. Machine offices are prohibited from supplying machine composition to nonunion offices.

Sec. 29. Offices publishing morning and afternoon papers have the right to use advertisements and reading matter set up for the morning paper in the evening, and vice versa, or in both, provided that both papers are published from the same office.

Sec. 31. Transfer of matter between a newspaper office and a job office, or a job office and a newspaper office, where conducted as separate institutions, and from separate composing rooms, owned by the same individual, firm, or corporation, is not permissible unless such matter is reset as nearly like the original as possible, made up, read, and corrected, and a proof submitted to the chairman of the office.

Sec. 32. Boys or men employed as attendants on Lanston casting machines shall be classed as laborers and are not to be confused with machinists, apprentices, or helpers. Attendants may supply the casters with metal, change galleys and ribbons, but shall not make any adjustments or handle type. Casters must be in charge of a member of this union at all times.

The following sections are taken from the annual newspaper agreement of Local No. 127 with the Hartford Times, April 17, 1925:

SECTION 13. Regular employees of seven-day papers required to work more than six days or six nights in one financial week shall be paid the overtime rate. Regular employees of six-day papers required to work on Sunday shall be paid at the rate of double price.

Sec. 14. (a) Members of Hartford Typographical Union, No. 127, holding regular positions on the Hartford Times are to receive the regular scale for all holidays throughout the year, whether the paper is issued or not.

(b) Said regular employees are to receive two weeks' vacation with full compensation during the period beginning June 1 and ending September 20.

(d) Said regular employees are to receive full pay for all working days throughout the year on which they are confined to their homes by sickness and other necessary reasons which the committee hereinafter named and the office may agree upon.

(e) When said regular employees are absent on account of sickness their positions are not to be filled by subs. It is furthermore understood and agreed that any regular employee who is absent on account of sickness must report his disability to the chairman of the chapel before the hour of starting work for the day and as often thereafter as may be requested by the office.

(f) In order that the matter of vacation periods to be assigned to said members of Hartford Typographical Union, No. 127, holding regular positions on the Hartford Times, as well as the payment of employees for time lost on account of sickness, may be handled in a way that there is no imposition either on the paper or on the employees, a committee of five regular members of the composing-room force will be appointed by mutual agreement of the composing room and office, which will see that a satisfactory schedule of vacation periods is made, also that there is no abuse of the sick-leave privilege. This committee is to meet with the foreman and assistant foreman in charge nights and make arrangements most favorable to the shifting of the force in order to expedite the work of getting out the paper in a manner satisfactory to the office. Full cooperation on the part of the regular employees and the office will result in making this experiment a matter of satisfaction both to the office and the composing-room force.

Sec. 15. In the office of the Hartford Times where typesetting machines are installed a machine tender must be employed where four or more machines are operated (continuously) during day or night shifts. A machine tender shall have charge of all repairs, etc., made on the machines under his care during the hours specified for the shift on which he works. No machine tender shall have a right to operate the keyboard of a typesetting machine, but may cast borders, blanks, and rules. All machinists shall receive \$2 above the operators' scale.

Sec. 16. A machinist-operator must be employed where less than four machines are operated (continuously) during day or night shift. He shall receive \$2 per week over and above the regular operator's scale for such machine on which he may be employed, and shall take care of the (three or less) machines.

Sec. 24. Substitutes or extras showing on the floor of daily or weekly newspapers for employment, shall leave the building within 15 minutes after "time" is called, unless put to work.

Sec. 34. In accordance with section 3, Article XVII, International Typographical Union General Laws, no member of Typographical Union, No. 127 shall be allowed to receive any bonus from the office, but nothing in this scale shall be construed as preventing an efficient workman from receiving a higher rate of pay. (But extra compensation can not be based on a piecework or semipiecework system.)

Sec. 40. This scale shall not reduce the wages of any member of this union who is receiving more than herein provided.

The following extracts are from the book and job agreement of Local No. 21 with the Franklin Printing Trades Association, San Francisco, Calif., April 1, 1925:

SECTION 1. Work shall be done on a time basis only.

Sec. 13. Proof reading shall be done by journeyman members of the union. This provision must not be construed to displace any proof reader now employed.

Sec. 14. Machinist-operators shall be capable of not only operating machines but of keeping them in running order, and shall be responsible for the condition of the machines under their charge. One machinist-operator shall be employed in every office where no regular machinist is employed. They shall receive 50 cents a day in excess of the scale for operators. Monotype operators employed to run both the keyboard and the caster shall be rated as machinist-operators.

Sec. 16. (d) Apprentices shall be registered by both the employers and the union, and they shall be bound by indenture to their employers in the manner provided by the joint apprentice committee, but in no case shall an apprentice be employed who is under 16 years of age.

(e) No apprentice shall leave one office and enter that of another employer without the written consent of his first employer and the president of the union, and the date of such change of offices shall be recorded by the union and the employers, and the apprentice shall be indentured to his new employer for the balance of the term of apprenticeship.

Sec. 22. This agreement shall be in effect indefinitely after April 1, 1925, provided that it shall be subject to change or termination 60 days after the date on which written notice is given by either party to the other party of any desire to change or terminate this agreement; provided further that the earliest date of change or termination of this agreement shall not be before April 1, 1926.

The following is a supplementary agreement to the book and job agreement of Local No. 296 made with the publishers and printers of Lima, Ohio, May 1, 1925:

It is agreed by the undersigned that during the life of the present existing contract between the employing publishers and printers on one side and Lima Typographical Union, No 296, on the other side, dated May 1, 1925, to run for a period of three years, expiring April 30, 1928, each journeyman in their employ at the date of aforementioned contract shall on the first regular pay day in May, 1925, be paid a bonus of \$10 in addition to his regular pay, and on the first regular pay days in May, 1926 and 1927, he shall receive a like bonus, provided he has been a regular employee for a period of at least three months prior to those dates. On the regular pay days last preceding July 4, 1925, 1926, and 1927 he shall receive a bonus of \$10 provided he has been a regular employee for a period of at least three months prior to those dates. On the pay days last preceding the first Monday in September, 1925, 1926, and 1927 he shall receive a bonus of \$10 provided he has been a regular employee for a period of at least three months prior to those dates. On the regular pay days last preceding December 25, 1925, 1926, and 1927 he shall receive a bonus of \$25 provided he has been a regular employee for a period of at least three months prior to those dates.

And it is further agreed that each journeyman, apprentice, and superannuated employee shall receive annually, during the life of the aforementioned contract, a vacation of six consecutive working days, for which he shall receive his full rate of pay, provided that said journeyman, apprentice, or superannuated employee has held a regular situation for a period of at least six months prior to the date of his vacation. Vacation period to be from June 1 to September 30, inclusive, except that where it is mutually agreed between the authorized representative of the undersigned employer and the employee immediately concerned dates other than the above may be used. Employees shall have the privilege of selecting their own dates, provided that such dates do not conflict with the proper working of the office where employed.

Mailers who count, label, mail, wrap, insert, tie, fold, sort, route, cut, paste, and mark papers and wrappers are connected with typographical unions. Extracts from the agreement of Mailers' Local No. 19 with the Commercial Appeal Publishing Co. of Memphis, Tenn., May 23, 1925, follow:

SECTION 1. The party of the second part agrees that the party of the first part shall have the right, in case of emergency, to employ nonunion men, but the party of the first part binds itself to use every effort to first secure members of Memphis Mailers' Union, No. 19. The party of the second part binds itself to supply the party of the first part with competent and skilled mailers whenever called upon. Such mailers shall be capable of doing any and all work enumerated in this contract in a skillful and workmanlike manner.

SEC. 2. Seven and one-half hours, exclusive of one-half hour for lunch, shall constitute a night's work. Six nights shall constitute a week's work.

SEC. 3. Eight hours (exclusive of necessary lunch time) shall constitute a day's work. Six days shall constitute a week's work.

SEC. 8. Each office shall be allowed 1 apprentice with a regular employed crew of journeymen, 2 with a crew of 10 or more journeymen, but in no case shall an office be allowed more than 2 apprentices. The wages of the apprentice (who shall possess a common-school education and be not less than 16 years of age when starting his apprenticeship) shall be for the first year \$21 per week; second year, \$23 per week; third year, \$25 per week; fourth year, \$27 per week; and fifth year \$29 per week. Beginning with his third year, his time shall be regulated the same as that of the journeymen.

The first year an apprentice shall be permitted to do all work appertaining to the mailing trade, except run a machine. The second year he shall cut and paste list, wrap clubs, and tie squares. The third year he shall count papers and do all work above mentioned. The fourth year he shall devote exclusively to galley or stencil work. The fifth year he shall devote exclusively to machine work. In case of emergency or necessity, the foreman may put the apprentice on other work than above stipulated.

SEC. 9. All work and employment in the mailing room shall be under the direction of the foreman or journeyman in charge of the mailing room. The foreman of the mailing department has a right to employ help, and may discharge (1) for incompetency, (2) for neglect of duty, (3) for violation of office rules (which shall be conspicuously posted) or of laws of the chapel or union, and (4) to decrease the force, such decrease to be accomplished by discharging first the person or persons last employed, either as regular or extra employees, as the exigencies of the matter may require. Should there be an increase in the force, the persons displaced through such cause shall be reinstated in reverse order in which they were discharged before other help may be employed. Upon demand the foreman shall give reason for discharge in writing.

Persons considered capable as substitutes by foreman shall be deemed competent to fill regular situations, and the oldest in continuous service shall have prior right in filling of the first vacancy. This section shall apply to incoming as well as outgoing foremen.

### LITHOGRAPHERS

The Amalgamated Lithographers of America is composed of artists, engravers, designers, transferers, provers, pressmen, and press feeders printing from stones or metal by flat surface, dampening and chemical processes, upon paper, iron, tin, silk, or cloth.

Union-label agreements are executed with individual firms employing union men exclusively. The following is a copy:

Witnesseth, that the said party of the first part, in consideration of the use and privileges of the Amalgamated Lithographers of America's Union label, owned and controlled by the said party of the second part, hereby agree to employ in the different departments of which the party of the second part claim jurisdiction over none but members of the union of the party of the second part and to comply with the adopted rules and regulations of the union represented.

To see that all work contracted by — is produced by union labor, as heretofore provided, not to use the said union label upon anything but the strict production of such union labor, and not to loan said union label, except by permission of the party of the second part. Any violation of this agreement shall make it null and void; and the further use of the Amalgamated Lithographers of America's Union label shall be without warrant and illegal.

### PHOTO-ENGRAVERS

The International Photo-Engravers' Union of North America claims jurisdiction over all workers engaged in making reproductions by photo-engraving or any kindred method, to be used for printing purposes. There is generally but one union in a city.

The agreements are generally made with employers' associations. Frequently two agreements are made, one with newspapers and one with commercial shops. Occasionally a third is made with photogravure printers. The agreements generally call for a union shop, a 44-hour week, a weekly pay day, overtime rates of time and a half and double time Sundays and holidays, and some system of arbitration. They are frequently made for a period of three or five years, with a proviso that the wage scale may be reopened at the end of each year.

Local No. 5, Chicago, made two agreements, one with the Chicago local of the American Newspaper Publishers' Association for five years from July 12, 1925, and one with the Chicago Photo-Engravers' Association for three years from January 2, 1925. Most of the provisions in the latter are in the former, from which the following extracts are taken:

SECTION 2. The pay and hours of the foreman shall be a matter of his personal agreement with the publisher.

SEC. 3. Forty-four hours shall constitute a week's work for a day force and 42 hours shall constitute a week's work for a night force.

SEC. 4. Work performed within the day hours shall be paid for at the day rate; work performed during the night hours shall be paid for at the night rate.

SEC. 5. Daywork shall be between the hours of 7 a. m. and 7 p. m. Night-work shall be between the hours of 5 p. m. and 6 a. m. Split shifts shall be considered nightwork.

SEC. 6. All time outside the hours herein stipulated as constituting a day's or night's work shall be construed as overtime and shall be paid for at the rate of price and one-half. Overtime shall be paid only for the actual overtime an employee is required to remain in the office.

SEC. 7. When a man is especially called to work on any day previously designated as his day off (or on holidays on evening newspapers) he shall be paid a bonus of \$2 and overtime rates for all time worked, provided that at least four hours' pay at overtime rate shall be guaranteed for such work. \* \* \* Nothing herein contained, however, shall be construed as justifying the payment of anything but overtime at the overtime rate for those employees who work extra hours on their day off or holidays, if in so doing they are working continuously to complete work begun previous to the hours specified. On morning papers the regular working hours and scale of wages shall apply for regular work on holidays.

Any employee voluntarily losing time (except by permission of the employer or through sickness) may be required to work that amount of lost time within the week in which such loss occurs before receiving overtime rates. In no case shall such loss of time be made up on a holiday or Sunday.

SEC. 8. All time, either day or night, coming within the hours fixed by this agreement, shall belong to the office. All employees of the photo-engraving department shall perform such work within the department as the publisher or the foreman shall direct; provided that in no case shall the foreman assign an employee to a branch of the work with which he is not familiar and then discharge him as incompetent; and further, that no "commercial work" shall be done except work ordered and designed for publication in the editorial, news, feature, or advertising columns of newspapers.

SEC. 9. The hours of labor shall be continuous except for a reasonable interval to be allowed each day or night for lunch of not less than 15 minutes and not more than one hour, at the discretion of the office, within a reasonable period after starting time. Such lunch time shall not be a part of the regular hours of labor herein named and shall not be paid for by the office.

SEC. 10. The number of apprentices hereafter to be employed shall be based upon the total number of regular journeymen employed, as follows: One for the first five or major portion thereof and one additional for each six additional journeymen; the foreman to be counted a journeyman; but each office shall be allowed at least one apprentice. The average number of journeymen regularly employed six days or six nights a week shall be the basis of the allotment; and a seven-day newspaper may compute its average number of journeymen employed by selecting any six days or nights of the week. No apprentice under the age of 18 years shall be allowed to work on night shifts.

SEC. 11. An apprentice shall serve a term of not less than 5 years as an apprentice in one office, beginning at the age of 16 years or over. He shall be selected by the publisher or his representative and be placed at such work in the photo-engraving department as the publisher or his foreman shall direct; but, during the last three years of his apprenticeship, at least half of his time shall be employed in the specific branch which the publisher wishes him to follow, although he may be called upon for other work in the department whenever, in the judgment of the publisher or foreman, the needs of the office require it. During the period of his apprenticeship the publisher shall fix the apprentice's wage.

SEC. 12. When an apprentice has completed his five-year term of service he may be employed as a journeyman, provided there is a journeyman vacancy in the office. The office shall be entitled to a new apprentice, provided that the addition of a new apprentice does not increase the total number of apprentices beyond the number the office is entitled to under this agreement.

SEC. 13. The publisher shall be the sole judge as to the number of men to be employed in the work of the photo-engraving department of his paper, and his decision shall be final and not open to question by the union; provided that at least one journeyman shall be employed in each branch operated.

Sec. 14. The publisher shall be the sole judge of a man's competency as a workman and of his general fitness to work in the office. He shall have the right to discharge any workman for cause, or to decrease the force.

Sec. 15. The publisher or the foreman shall employ and discharge all employees in the photo-engraving department. He shall designate the work each employee shall perform, the time he shall report for work and the regular day off, and shall not change the time of anyone without giving at least four days' notice, except in case of some unforeseen or unavoidable occurrence within or without the office. He shall administer the work of the department according to his judgment of the best interests of the publisher, but always in conformity with the provisions of this agreement.

Sec. 16. The foreman, as the representative of the publisher in control of the photo-engraving department, its work, and employees, shall be responsible for the proper conduct of the department only to the publisher or his representative. He shall not be subject to fine, discipline, or expulsion by the union for any act as foreman in the regular performance of his duty authorized by this agreement.

Sec. 17. If the union has a grievance against a superintendent or foreman for acts in his capacity as foreman it shall first refer it to the publisher or business manager of the paper, and if the difference is not satisfactorily adjusted the union shall then refer its grievance to the joint standing committee, as hereinafter provided, for settlement.

Sec. 18. Neither party to this agreement shall be called on to recognize or be bound by any law, rule, or regulation of the other party which is not specified in and made a part of this agreement.

The following extracts are from the agreement of Local No. 34 with the Photo-Engravers Club of Kansas City, a two-year agreement, effective March 1, 1925:

SECTION 2. All wages to be paid in full at the end of every week. If pay day falls on a holiday, wages will be paid on the day previous. The \* \* \* scale of wages to apply to the following branches: Photographers, zinc etchers, tint layers, printers, and strippers, copper etchers, finishers, routers and blockers, proofers.

That forty hours shall constitute a week's work for night workers. The division of hours to be designated by the party of the first part, but such working nights to be between the hours of 5 p. m. and 6 a. m., Saturday and Sunday nights excluded. Working nights that precede a holiday shall extend to the usual hour of quitting. The minimum wage scale for night workers shall be \$5 per week more than for day workers.

Sec. 3. A journeyman may be permitted to work in any branch other than that which his card calls for by permission of the chapel chairman or other authorized officer, and such permit shall be good for day of issue only. A member shall be permitted to work overtime in any branch other than that which his card calls for, with the consent of the secretary or other authorized officer.

That 44 hours shall constitute a full week's work for day workers.

Sec. 4. That starting time shall be not later than 8 a. m. Lunch time shall be from 12 to 12.30 p. m. Quitting time shall be 4.30 p. m., excepting Saturdays, when the quitting time shall be 12 noon.

That should it be deemed necessary to reduce the working hours, the party of the first part shall designate the hours of work, provided that such reduction shall be equal on each day of the week and shall effect the entire working force; that such reduction shall be operative for not less than one week, and that the regular rate of overtime be paid for all such work as may be done outside the hours designated as working hours in such reduction, provided that Saturday may be excepted by mutual consent. Starting time to be not later than 8 a. m.

Sec. 5. The first three hours after quitting time shall be charged time and one-half. All other time shall be charged double time. Sunday and holidays shall be charged double time.

Overtime shall consist of all work done between the regular time of quitting each day and the starting time the next day. In such cases where an employee has voluntarily lost time through an avoidable cause he may be required to make up his 44 hours in that particular week before charging for overtime. In such cases where an employee has lost time through sickness or permission he shall be paid for overtime previously worked, but in no case shall the time lost on account of holidays be made up before charging overtime.



No journeyman or apprentice shall be permitted to work more than eight hours' overtime in any one week, if there are men in such branches out of work, except in cases of emergency.

SEC. 6. \* \* \* That no work shall be allowed on Labor Day except by permit signed by the president and corresponding secretary of the union.

SEC. 7. Apprentices, after a medical examination, approved by the local, are to serve an apprenticeship of not less than five years in one shop; beginning at the age of 16 or over.

That all apprentices shall be mutually indentured to both parties to this agreement and be governed by the laws of the Kansas City Photo-Engravers' Union No. 34, I. P. E. U.

That the number of apprentices shall be based on the total number of journeymen employed in a shop at large, at the ratio of 1 apprentice to 5 journeymen, and 2 apprentices to 10 journeymen, and shall be apportioned among the various departments as follows: One apprentice in a department and additional apprentices to be added only upon the basis of 5 additional journeymen in a department. There shall be a journeyman employed in every department where an apprentice is allowed.

In the event that the working force is reduced in numbers and the apprentices employed exceed the ratio prescribed in this agreement the last apprentice or apprentices employed shall be laid off to conform with the ratio therein prescribed, with the exception of such cases where an excess of apprentices is due to the inability of the union to furnish men.

SEC. 8. It is understood and agreed that no work is to be done by members of said union when such work emanates from employing photo-engravers participating in or concerned in a strike or lockout with or against members of the International Photo-Engravers' Union of North America. And it is further understood that where the enforcement of this clause entails any loss on the employer party to this contract, said loss shall be borne by the firm, provided that said firm shall have been notified of such strike or lockout.

SEC. 10. A local joint industrial council shall be created of six persons, consisting of three representatives of each party to this agreement. Four of these representatives, consisting of at least two of each of the parties to this agreement, shall constitute a quorum. In case of vacancy, absence, or refusal of a representative to act, another shall be immediately appointed in his place. All questions of differences arising out of or concerning this agreement and all questions arising between an employer and his employee during the life of this agreement which can not be adjusted by conciliation shall be referred to and be disposed of by the local joint industrial council. The local joint industrial council shall meet regularly each month at such time and place as may be determined by it. It shall also meet within five days whenever a question of difference arises, after due notice in writing shall have been filed with each chairman of the council. The local joint industrial council shall decide all questions submitted to it, and its award in all cases shall include a determination of all issues involved. In the event the local joint industrial council for any cause can not arrive at a decision within 15 days after notice has been filed, the question of difference shall be submitted immediately thereafter to the Photo-Engravers' International Joint Industrial Council, whose award or decision shall be final and binding on both parties. The decision of the Photo-Engravers Joint International Council and enforcement thereof shall not conflict with the constitution and by-laws of the International Photo-Engravers' Union of North America and of its local unions, as in effect March 1, 1925. Working conditions prevailing at the time the differences arise shall be preserved and unchanged until a decision of the matter shall be reached.

SEC. 11. The foreman shall be a member of said union, and shall be responsible for the conduct of his shop to the proprietors or operating firm; and nothing in this agreement shall prevent a member of the firm from acting as superintendent of the shop, and members of the chapel shall be responsible to the foreman only. No one shall be allowed to act as foreman who does not spend at least 40 hours per week in the shop.

SEC. 13. That no extra charge shall be made for placing I. P. E. U. label on engravings.

## PRINTING PRESSMEN

The International Printing Pressmen's and Assistants' Union of North America includes platen or job pressmen, web or newspaper pressmen, feeders, and press assistants. In the smaller cities these workers are frequently formed into a single local, but in the larger cities there are locals for each branch. The agreements are generally made with associations of employers, frequently for a period of three years, and call for a union shop, a 44-hour week, with overtime rates, a weekly pay day, and a system of arbitration.

The following extracts are from the agreement between Local No. 3 and the Franklin Association of Chicago, March 27, 1925, made for two years:

A joint standing scale committee shall be selected each year to consist of five representatives of the employers and six representatives of the union; three of each to constitute a quorum, and in case of vacancy, prolonged absence, or refusal of a representative to act another shall be appointed in his place, to which committee shall be referred all questions which may arise as to the construction to be placed upon any of the clauses of this agreement or any alleged violation which can not be settled otherwise; such joint standing scale committee shall meet within one week after due notice in writing shall have been filed with each chairman of the committee when any question of difference shall have been referred to it for decision by the authorized representative of either party to this agreement, and should the joint standing scale committee be unable to agree, then it shall refer the matter to a board of arbitration, the representatives of the parties to this agreement to select each two arbitrators and the four to agree upon a fifth. If not mutually agreed upon within 10 days, the selection of the fifth arbitrator shall be made by lot. Each side shall select two names from those suggested by the opposite side and the four placed in a hat. The second and third names drawn from the hat shall be the first and second choice, respectively, for the fifth arbitrator. The decision of this board shall be final and binding upon all parties.

Changes in this contract may be made from time to time (except in the matter of the hours of labor and rate of compensation) by the unanimous vote of all the members of the joint standing scale committee; but before such changes shall become effective they must have the approval of the union and the employers.

For any and all services demanded up to three hours in excess of the regular working hours as may be established in any office the rate of pay shall be time and one-half and double the regular scale thereafter; and all work performed on Sundays, Thanksgiving Day, Christmas, New Year's Day, Decoration Day, Fourth of July, Labor Day, or days celebrated as such, and any time worked after the expiration of the regular 44-hour week shall be double the regular scale.

When work is performed on the night commencing with the "eve of a legal holiday" by regular night men, single time shall apply for that night. If work is performed on the night following a legal holiday, double time shall apply. Overtime worked by any night crew on the morning of a legal holiday shall be paid for at double-time rates.

Should it be deemed necessary to reduce the working hours, the employers shall designate the hours of work, provided such reduction shall be equal on each day of the week (Saturday excepted) and shall affect the entire working force. Such reduction shall be operative for not less than one complete week, commencing with the first day of the pay-roll week.

When the schedule of hours is reduced, such reduced time shall constitute the regular time for the week, and work performed in excess thereof shall constitute overtime and shall be paid for at overtime rates.

All work performed during the noon or lunch intermission shall be overtime and shall be paid for on time and one-half basis.

The union further agrees that its members shall not leave the services of any of the firms constituting the employers unless a day or night's notice has been given to the foreman of the department.

The union realizes the delicate confidences often necessary between the management of a firm and its employees, and further agrees to hold any and all private

matters acquired by its members in their employment as a sacred trust, not to be imparted to others or discussed outside the office in which they are employed.

The union agrees that there shall be no limit put upon the output of presses by the union or its members.

The union reserves the right to its members to refuse to execute any and all unfair work destined to or from unfair employers.

The employer may use as many pressmen on make-ready as he desires in order to get a press in operation, provided the established scale of wages is paid.

Where there are more than seven single-cylinder presses or other presses operating in the pressroom the foreman shall not run presses. If six or less presses are operating in any shop the foreman may be required to run presses. Foreman or assistant foreman running press or presses shall be paid for overtime at rate he receives. Double-cylinder flat-bed, double-roll rotary, two-color rotary, and two-color Harris presses to count as two presses.

The pressmen operating presses when overtime is ordered shall receive such overtime.

Where there are three or more single-rotary presses in a pressroom the foreman shall not run presses.

When members of the union engage to take employment in any office and failing to respond for work at the time agreed upon without having been excused by the foreman of the said intended position, or when any member shall walk out during working hours or leave his position without due notice, the union shall reimburse the employer at the rate of \$4.50 per hour for the time lost on the press or presses the member is working on or was engaged to work on for that day or night, based on the regular working hours of the shift.

All apprentices must be registered with both unions and the Franklin Association.

The following provisions appear in the agreement between Web Pressmen's Local No. 18 and certain Los Angeles newspaper publishers, July 1, 1925.

The foreman shall select, supervise, and control all help. It shall be left to the discretion of the foreman to determine the number of pressmen needed to operate presses under his charge and control, and he shall assign men to their positions, subject to the approval of the party of the first part, but the number so employed on a press shall not be less than the number indicated as required in this agreement.

SECTION 1. The party of the second part agrees to furnish at all times a sufficient number of competent men as may be required by party of the first part for the proper operation of the web pressrooms of Examiner Publishing Co., Herald Publishing Co., Express Publishing Co., Record Publishing Co., the Illustrated Daily News, and in case of the union's inability to do this at any time the foreman of any office shall have the privilege of engaging such men as he may see fit to temporarily make up the necessary quota until such time as the union can furnish the men required, and the foreman shall not be required to replace such outside men with union men in case union men report later during that shift; provided further, if the union fails to furnish a full crew for any press and the foreman can not obtain the required number of outsiders, such press shall be run shorthanded without the payment of any extra compensation to the men employed and without the payment of any compensation to said men other than is provided in this agreement.

SEC. 3. The foreman shall have the right to designate the day or night each week on which a regular may lay off; in case of a disagreement between the party of the first part and the party of the second part in this matter the foreman's instructions shall be followed immediately, but the controversy may be referred to the special standing committee for settlement.

SEC. 4. The time at which men shall report for work shall be designated by the foreman.

SEC. 6. Eight consecutive hours, inclusive of 30 minutes for lunch, between 7.30 a. m. and 7.30 p. m. shall constitute a day's work; time for lunch not to exceed 30 minutes, at the convenience of the office, between 11 a. m. and 2 p. m., and except on New Year's Day, Fourth of July, Labor Day, Thanksgiving, and Christmas, when any five consecutive hours, exclusive of the lunch period (not to exceed 30 minutes), at the convenience of the office, shall constitute a day's work.

Sec. 7. Six and one-half consecutive hours Sunday night, exclusive of lunch period, seven consecutive hours Monday, Tuesday, Wednesday, Thursday, and Friday night, exclusive of lunch period, eight consecutive hours Saturday night, inclusive of lunch period, shall constitute a night's work, lunch period not to exceed 30 minutes, to be at the convenience of the office all nights. All work done on morning papers during the daytime on New Year's Day, Fourth of July, Labor Day, Thanksgiving, and Christmas shall be any five consecutive hours, exclusive of the lunch period, not to exceed 30 minutes, at the convenience of the office, except when one of these holidays falls on Saturday, when a full eight hours' work, inclusive of the lunch period, not to exceed 30 minutes, at the convenience of the office, will be given.

Sec. 10. The party of the first part, unless electing so to do, shall not be compelled to pay overtime rates because of the failure of the party of the second part to furnish competent men, when called upon to do so by the party of the first part.

The interpretation of the foregoing is that in the event the foreman asks the union for new men at the end of a shift the party of the first part is not to be compelled to pay overtime rates should the union be unable to supply the required number of competent men. Should the foreman voluntarily tell a member of the crew that he must continue to work after the expiration of a shift such member must be paid overtime rates. The foregoing applies to all regular editions.

Sec. 16. One dollar shall be paid for call back to issue an extra, besides time and one-half for actual time worked before or after regular working hours.

Sec. 17. Nothing in the scale of prices shall prevent a superior workman from receiving a higher rate of pay.

The following extracts are from the agreement by Printing Pressmen's Local No. 31 and Printing Press Assistants' Local No. 19 and the Closed Shop Division of the Master Printers' Association of Newark, N. J., June 3, 1925:

1. Party of the first part shall employ none but members in good standing of the unions to do any work that comes under the jurisdiction of the unions, provided that said union can and will at all times furnish upon requirements by a member or members of the party of the first part sufficient competent men for the needs of such member or members of the party of the first part. It is also understood and agreed that in case of failure of the union to furnish such number of competent workmen as may be required, after 24 hours' previous notice, then and then only the members of the party of the first part shall be privileged to secure the necessary help elsewhere, until such time as the union can furnish the necessary help, but if an employee is eligible to become a member of the union he shall be kept on the position, provided that he joins the union in question. No member of the party of the first part shall be permitted to do any work coming under the jurisdiction of the unions for any employer not employing members of the unions if requested not to do so by the unions. Any work, job, or publication that is placed direct with the member of the first part by the customer or buyer and is billed direct to him shall not be considered struck work, provided the customer or buyer gives satisfactory evidence that the work is not placed for the purpose of defeating a strike or lockout. It is recognized that the local unions are subject to the discretion of their International Union of North America in regards to struck work.

4. *Night work.*—Forty hours shall constitute a week's work, to be performed in five consecutive nights of 8 hours each, Monday to Friday, inclusive, during hours to be mutually agreed to between the parties of the first and second parts.

7. All overtime for both journeymen and apprentices shall be paid at the rate of time and one-half for the first four hours following the regular working period; after that, double time. Also double time on Sundays and holidays, and for overtime on Sundays and holidays, triple time.

9. When members of the union are called into work on night shifts on Saturday, Sunday, or legal holidays they shall receive double time. All work before or after regular working hours of the shift on the above date shall be paid for at triple time.

10. When employees of a regular night force work on the eve of a holiday they shall receive single time for that night, but if they are required to work on the night of the holiday itself they shall be paid double time for that night:

12. If a journeyman is not given three consecutive days' or nights' work a week he shall be considered a substitute, but in no instance shall a regular employe be considered as such. Substitutes shall receive 50 cents per day or night in excess of the regular scale, and shall be paid this increase rate by the one appointing them, either fellow employe or employer, as the case may be.

15. An employe may be discharged for reasons satisfactory to the employer; if the employe feels that he or she has been discriminated against, upon demand, the foreman or employer shall give reasons for discharge in writing, and the union shall have the right to investigate the reasons for his discharge. If reasons are proven unjust and the employe is competent he shall be reinstated. This shall be decided by a representative of the union and the employer or his representative; if not possible of reaching a decision, then the matter shall be referred to a conciliation committee of the parties to this contract.

17. Services performed by an employe in the interest of and for the union shall not be cause for discharge or discrimination.

22. Foremen of the pressroom are the authority therein, and no person but a constituted member of the International Printing Pressmen's Union shall be permitted to act as such. Foremen shall not be interfered with in the performance of their duties. All orders shall emanate from the foreman. Foremen shall employ and discharge all pressroom help. Any instructions from the employer or superintendent must be given through the foreman and not direct to other employes.

24. Foremen of cylinder pressrooms shall receive at least \$5 per week more than the highest scale of any man under him up to six presses, inclusive, and \$1 for each additional press up to 10 or more presses. Assistant foremen shall receive as a differential one-half of the differential scale for foremen, and in shops where there are 20 cylinder presses an assistant foreman shall be employed on the floor. Two-color, or perfecting flat-bed, two-color Harris, sheet-fed rotary, and web presses shall count as two in the complement.

25. Job-press foremen shall receive at least \$5 per week more than the highest scale of any man under him up to 12 presses, inclusive; 50 cents for each additional press up to 8 more presses. For 15 or more presses an assistant foreman shall be required, and he shall receive as a differential scale one-half of the differential scale for foremen.

30. Every apprentice shall be registered by both the party of the first part and the organization of which he or she is a member, and no apprentice shall be given a card before the full time is up, except by mutual agreement, and in case any apprentice leaves a position before his or her time is complete and receives a card from some other union such card shall not be recognized by the parties of this agreement until such apprentice completes the term of original apprenticeship. Every apprentice must be furnished with an apprentice's card by the union of which he or she is a member, showing full particulars of registration. An apprentice must take his turn on temporary layoffs.

31. The foreman of the pressroom is required to test the ability of each apprentice under his charge after six months and within the first year of his apprenticeship, to determine the fitness of such apprentice for the trade. The apprentice shall thereupon receive from his foreman a written statement of his qualifications, a copy of which he shall file with the union and the party of the first part. Should the apprentice be deemed incapable he shall be refused further work at that branch for at least one year. Any dispute arising over this question shall be determined by the joint apprentice committee of the party of the first part and the union and all interested parties shall have an opportunity to be heard.

32. When an apprentice is out of employment through failure or retirement from business of his employer or other causes beyond the control of the employer or apprentice, such apprentice shall have the opportunity for completing his term in any office, regardless of the number of apprentices employed therein; provided that no more than one such extra apprentice shall be allowed any shop nor shall any journeyman be displaced.

### STEREOTYPERS AND ELECTROTYPERS

The International Stereotypers and Electrotypers' Union of North America unites two classes of men whose work is somewhat similar. In the smaller towns one local covers the two classes, but in the larger cities there is a local of each. The agreements are generally

rather lengthy, and are often for a period of three years. They generally provide for a detailed system of arbitration, a union shop, an eight-hour day, overtime rates, a weekly pay day, and apprenticeship.

The following extracts are from the three-year agreement of Stereotypers, Local No. 90 with newspapers in Milwaukee, Wis., January 19, 1925:

**SECTION 1.** It is hereby agreed by — party of the first part and Milwaukee Stereotypers' Union No. 90, I. S. and E. U., party of the second part, that this contract and scale of prices, except as provided in the last sentence of section 1, shall (unless changed by mutual consent) be in effect from and after January 19, 1925, and for a term of three years, ending January 18, 1928, provided that if either party wishes to propose an amendment to this agreement or a new contract to become effective January 19, 1928, it shall notify the other party to the contract of its wishes 60 days prior to the date mentioned, and accompany the notice with a statement of the changes desired in detail. If no notice is given at the time designated above, this agreement shall run from year to year and can only be changed by written notice by one of the parties to the other 60 days prior to January 19 of any succeeding year. It is further provided that if either party wishes to change that part of this agreement relating to the scale of wages it shall notify the other party to this contract at least 60 days prior to January 19 in any year during the life of this agreement when the amendment shall come up for discussion and agreement, such agreement to become effective on January 19 of that year.

**SEC. 2.** The party of the first part agrees to employ in its stereotyping department members of Milwaukee Stereotypers' Union No. 90, I. S. and E. U., provided said union furnishes enough competent and satisfactory men at the rates of wages provided in this agreement to enable the party of the first part to issue its publications promptly and regularly. The party of the second part agrees to use its utmost efforts to furnish such men. It is further provided if at any time Milwaukee Stereotypers' Union No. 90, I. S. and E. U., fails to supply a sufficient number of competent and satisfactory men the party of the first part may employ any members of the International Stereotypers and Electrotypers' Union that it can secure, provided men may be secured from any source, whether union or nonunion to meet emergencies, and provided further that the employer shall have the privilege of retaining such substitute help if desired for a period of not more than 30 days, even though such substitute help does not desire to affiliate with the local union. If during the 30 days the union is unable to furnish men to fill the places of nonunion men, such nonunion men shall be replaced with union men as soon as the union can furnish them.

**SEC. 3.** A standing committee of two representatives of the party of the first part shall be selected by the publisher and a like committee of two representing the party of the second part shall be selected by the union. In case of the absence or refusal of either of such representatives to act, another shall be appointed in his place. To this committee shall be referred all questions that may arise regarding this contract or scale of prices, the construction to be placed on any clause or clauses of the agreement or the scale, or any alleged violations thereof which can not be settled otherwise. When differences arise which necessitate action by the joint standing committee, the chairman of the committee shall be notified in writing by the executive officers of either party to the agreement and the committee shall meet within 10 days of the date on which notices of differences are transmitted to the chairman. If the committee does not reach an agreement within 30 days of the date of transmission of notice of differences, it shall select a fifth and disinterested man who for the purpose of determining the issue shall be entitled to vote on the question or questions in dispute. The decision of the committee thus formed shall be final and binding upon both parties.

**SEC. 4.** It is also agreed that all questions regarding a new contract and scale to become effective at the expiration of this agreement which can not be settled by conciliation shall be decided by arbitration, as above provided, and this agreement shall remain in force until all differences are settled by conciliation or arbitration.

**SEC. 5.** It is agreed that if any terms affecting wages, hours, or working conditions better or different than those given in this agreement, or any concessions whatever, are allowed by the party of the second part to any Milwaukee newspaper during the life of this agreement, those said better or different terms or

concessions shall be allowed immediately by the party of the second part to the party of the first part.

Sec. 6. It is expressly agreed that the rights and relations of the parties hereto are covered by the terms of this contract and scale of prices. The party of the first part concedes it has no right to object to any rules or regulations made by the party of the second part for the government of its members in so far as they do not conflict with the terms of this contract or scale. Both parties recognize that their respective rights under this contract and scale will have been accorded by the performance and fulfillment of the terms and conditions of the said contract and scale and that the complete obligations of each to the other is expressed in the said contract and scale.

Sec. 8. \* \* \* Eight consecutive hours or any part thereof (exclusive of 30 minutes for lunch) shall constitute a day's work. Six days (48 hours) shall constitute a week's work. No payment shall be made for holidays or any other day or days when no work is performed. Lunch time shall be designated by the foreman (at the convenience of the office) and shall not be paid for.

Sec. 9. Apprentices shall be paid at the following rates: First year, 45 per cent of journeymen's scale; second year, 55 per cent of journeymen's scale; third year, 65 per cent of journeymen's scale; fourth year, 75 per cent of journeymen's scale; and fifth year, 85 per cent of journeymen's scale.

Sec. 10. Regular working hours shall be fixed by the foreman between the hours of 6.30 a. m. and 6.30 p. m. for daywork, and between the hours of 6.30 p. m. and 6.30 a. m. for nightwork. Members working on afternoon papers with Sunday morning editions shall be paid the regular rate when working on a second shift on Saturday nights. In no case shall work done during the regular Saturday night shift be construed as overtime; provided further, that a man may be called to work at any time during either of the 12-hour periods and shall not receive overtime or extra pay unless he works more than the regular number of hours for that day or night.

Sec. 11. Payment for overtime shall be only for actual overtime worked at the rate of price and one-half of the regular scale. The foremen shall not receive pay for overtime.

Sec. 12. Men called in on Sundays or holidays, \* \* \* on which no regular editions are published, to get out extra editions, shall be paid at the rate of double price for the actual time worked. In such event no man shall receive less than four hours' pay. All work on such days for regular issues that is performed during regular hours to be paid for at the regular rates.

Sec. 14. All work performed during the day hours shall be paid for at day rates. All work performed during night hours shall be paid for at night rates.

Sec. 15. The publishers shall be entitled to 1 apprentice for the first 10 journeymen or fraction thereof employed in the office and 1 apprentice for each additional 10 journeymen or major fraction thereof employed.

Sec. 18. If the foreman makes a demand for men and Milwaukee Stereotypers' Union No. 90, I. S. and E. U., can not supply the number of men wanted within a reasonable time, employees shall not be limited to the regular number of hours' work in any one day.

Sec. 19. Men who do not report when time is called shall be subject to dismissal, at the option of the foreman. When a regular man does not report, or have a substitute ready within 10 minutes after the hour for beginning work, the foreman shall put on a substitute in his place.

Sec. 22. The foreman of the stereotyping department shall be the judge of a man's competency as a workman and his general fitness to work in the office. He shall select and employ all help and supervise and control all employees in the stereotyping department.

Sec. 24. It is specifically agreed and understood that there shall be no censorship nor interference with nor interruption of the preparation thereof by members of Milwaukee Stereotypers' Union No. 90; I. S. and E. U., of advertisements, editorials or news matter intended for publication by any or all of the newspapers parties to this contract.

The following extracts are from the two-year agreement of Stereotypers' Local No. 9, with Detroit, Mich., newspapers, May 1, 1925:

SECTION 4. In all matters not specifically determined by the provisions of this agreement the constitution and by-laws of the union shall govern, a copy of which is hereto attached and made a part of this agreement.

Sec. 5. Eight consecutive hours or any part thereof between the hours of 6.15 a. m. and 7 p. m. shall constitute a day's work. Seven consecutive hours or any part thereof between the hours of 5 p. m. and 5 a. m. shall constitute a night's work, except on Saturday, when eight consecutive hours between the hours of 2 p. m. and 5 a. m. Sunday, shall constitute the night's work.

Sec. 6. On Sundays and holidays a call for services between the hours of 6 a. m. and 6 p. m. for the day side shall be paid on a basis of time and one-half, it being understood that the men shall be paid an amount at least equal to a day's pay at regular price. The term holidays shall signify Christmas, New Year's, Independence, Thanksgiving, and Labor Days.

Sec. 7 All time previous to or after the hours herein stipulated shall be considered as overtime and paid for at the rate of time and one-half.

Journeymen working two consecutive full-time shifts in the same office, at the request of the office, or its representative, shall be paid a bonus of \$1.50 for the second full-time shift over and above his regular pay.

Foremen shall be paid for overtime only at the option of his employer.

Sec. 9 The scale of wages to be paid apprentices per day or night shall be as follows: For the third year, one-half of the journeyman's scale; for the fourth year, three-fifths of the journeyman's scale; and for the fifth year, four-fifths of the journeyman's scale.

Each newspaper office shall be entitled to one apprentice for every seven journeymen or major fraction thereof. All apprentices shall be given full opportunity of learning the trade. Any apprentice applying for position, if accepted by the publisher, shall receive compensation according to the number of years he shall have served at that time.

Sec. 11. Such stereotyping requirements shall be construed to mean all work of getting out regular and special editions and preparation therefor, making of exchange mats for local papers, mats and casts for the advertising purposes of the employer, but shall not include job work generally classed as commercial work and paid for on that basis. Any men engaged in getting out such commercial job work for the employer shall be paid at the rate of time and one-half for the period of such work.

Sec. 12. The union shall not discipline the foreman for carrying out the orders of the employer. The foreman shall have complete control of all employees in the stereotype department of the employer, hiring and discharging them in conformity with the regulations of the international union by-laws governing same.

The following provisions are found in the three-year agreement of Electrotypers' Local No. 35, Cleveland, Ohio, June 1, 1925:

SECTION 2. Apprentice finishers shall be taken from the journeymen branchmen and shall receive, first six months, branchmen's scale; second six months, \$1 increase; third six months, \$1 increase; fourth six months, \$1 increase; beginning third year and thereafter, journeymen finishers' scale.

Sec. 3. The parties hereto covenant and agree that 48 hours shall constitute a week's work. The working schedule to be regulated within the hours of 7.30 a. m. and 5 p. m. each day, except Saturday, when the hours shall be between 7.30 a. m. and 12 m. It is further agreed that whenever a majority of the printers employed in Cleveland shall be placed upon the 44-hour-week basis, then 44 hours shall constitute a week's work in this contract and shall become effective without any reduction in wages.

Sec. 4. All overtime to be paid at the rate of time and one-half for the first four hours and double time thereafter. On Saturdays after 12 m., first four hours time and one-half, double time thereafter. Sundays and holidays, double time. Overtime shall be construed to mean any time over the regular schedule of hours. When members of the party of the second part are required to work one and one-half hour overtime they shall be allowed 30 minutes for lunch, with pay.

Sec. 6. The party of the second part further agrees that in case of dissatisfaction with the condition of terms of employment with the party of the first part for which reason he desires to leave their employ, that he will give said first party not less than one week's notice of his intention to do so. In consideration thereof, the party of the first part agrees to give the employee one week's notice of actual discharge from its employ, except in case of dishonesty or similar offense.

Sec. 7. *Apprentice clause.*—Any foundry giving employment to from one to three journeymen finishers or molders shall be allowed one apprentice, and



one apprentice to each additional two finishers or molders, said apprentices to come from the journeymen branchmen. One apprentice to one floor hand, and two apprentices to two or more floor hands in each end.

Sec. 8. *Junior apprentices.*—Junior apprentices, after serving a probationary period of not less than three months, shall be registered on the books of both parties to this agreement, and shall then serve an apprenticeship of five years.

Sec. 11. The term of this agreement shall be for three years, beginning June 1, 1925, and ending May 31, 1928.

The following extracts are from the agreement of Electrotypers' Local No. 30, Indianapolis, Ind., January 19, 1925:

SECTION 3. Monday to Friday, inclusive, time and one-half for all time outside of the established schedule of hours until 9 p. m. and on Saturday to 4 p. m. All other overtime, also Sundays and holidays, shall be paid at the rate of double time.

SEC. 4. Sawing of casts, running of rougher, planing wood, filling wax cases, and scrubbing casts may be done by boys or men not registered.

All other operations requiring skill in the production of electrotypes to be performed by journeymen or journeymen apprentices.

SEC. 5. One apprentice shall be allowed for two journeymen, two apprentices for four or more journeymen regularly employed, in each branch of the trade. All apprentices shall be registered either as molder's apprentice or as finisher's apprentice. They shall receive instructions and become proficient in each branch of the business in which they are registered.

An apprentice must serve a probationary period of six months to demonstrate his fitness to become a registered apprentice.

Apprentices at either branch shall serve five years from date they are employed to become journeymen.

The employer and the executive board of this union, after the first six months of the boy's apprenticeship, shall mutually determine his fitness to continue as an apprentice.

Should an apprentice leave his position without the consent of his employer and the union he shall forfeit all rights to finish his apprenticeship in any foundry within the jurisdiction of the parties to this agreement until after his term has expired. Any duly registered apprentice who loses his position through no fault of his own shall be given the first apprenticeship vacancy occurring in any shop.

SEC. 6. All employees must give one week's notice to employers before leaving position, and the employer must give one week's notice to discharge or lay off an employee for an indefinite period. Any employer or member of this union violating this section shall, at the complaint of the other, forfeit a week's pay.

## RAILWAYS, ELECTRIC

The Amalgamated Association of Street and Electric Railway Employees of America consists of motormen, conductors, guards, brakemen, and bus operators employed in connection with the operation of street and electric railways; gatemen, watchmen, and employees of the car houses, pit department and track department; collectors, yard crews, janitors, porters, clerks, and laborers.

On some interurban lines the trainmen are affiliated with the railroad unions—locomotive engineers, conductors, and trainmen. As a general rule, however, the agreements with urban lines vary little from those with the interurban. Some companies make separate agreements with the various locals on their lines and some make a joint agreement with all such locals. The agreements are generally very lengthy and cover wages, hours, arbitration, runs, overtime, and seniority rules.

The following extracts are from the agreement between Division No. 697 and the Community Traction Co., Toledo, Ohio, May 31, 1925—a full and complete agreement:

SECTION 1. The company agrees to meet and treat with the duly accredited representatives and committees of Division No. 697 as the party of the second part. The party of the second part fully agrees that each of its members shall render faithful service in their respective positions as outlined in the clauses of this contract, and that all those who are now members or who may become members of the association shall strictly observe all operating rules of the company and will cooperate with the management of the company in the efficient operation of the system and in fostering cordial relations between the company and the public.

SEC. 3. The company fully agrees that this agreement shall cover all employees who are members of the association, and it is further agreed and understood that any and all additions to the present system in the way of either gasoline or electric motor bus operation will be covered by the provisions of this agreement, and, further providing that the seniority of all those men now or hereinafter employed by the company shall be fully recognized in the operation of any and all kinds of equipment, except as hereinafter provided for. It is also further agreed to by the association that for the first 60 days of employment all new employees shall be entirely on probation, and that the right of the company to dispense with their services shall not be questioned.

SEC. 4. It is agreed by the association that the grievances or complaints of any individual employee shall first be taken up with his respective division superintendent or department head. If, after having been called before his division superintendent or department head, or after going to such department head on his own initiative, the employee feels that he has been unjustly dealt with, he has the privilege of appealing his case to the association. It is understood that the business agent of the association will then get in touch with the division superintendent or the department head in an effort to adjust the grievance which the employee has brought to him, and if, after going over the case with the division superintendent or department head, the business agent of the association is unable to arrive at a settlement of the case in question, it shall then be his privilege to appeal to the next higher official of the company, who, together with the business agent, will attempt to adjust same. If on this appeal a decision can not be reached, it shall then be the privilege of the officer of the association to appeal the case to the president of the company and the president's decision shall be final.

If the case involves the suspension or the dismissal of an employee, and through an investigation he is found not sufficiently at fault to warrant such suspension or dismissal, he shall then be restored to his former place in the service of the company, with his continuous seniority rights, and paid for all lost time at his regular rate of pay.

Investigation of any charge in case of suspension or dismissal of an employee shall be held within 4 days after such suspension or dismissal, and the employee concerned shall be notified at least 24 hours in advance of the hearing as to when and where to attend; he shall also be informed of the nature of the charge against him. He shall have the right to produce witnesses and evidence at any such hearings, and also the right to have officers of the association present, if he so desires. Final decision of the company in all cases of suspension or dismissal shall be given within 48 hours after the hearing on the charge is closed.

SEC. 5. In the event of a failure to reach a mutually satisfactory adjustment of any question or difference, other than discipline, that may arise, the same shall be, upon written request of either party, submitted to a temporary board of arbitration to be selected as follows:

The company shall choose one arbitrator, the association shall choose one arbitrator, and the two thus chosen shall select a third arbitrator. Should either party to this agreement fail to appoint an arbitrator within five days after such written request has been made said party shall forfeit any right to decision in the case in question. After each party has appointed an arbitrator the two shall meet daily (except Sunday) until a third arbitrator has been selected. If, after 10 days, the two arbitrators thus selected have not agreed upon a third arbitrator, they shall then be dismissed and the association and the company shall each appoint one new arbitrator and these two arbitrators thus appointed shall meet as above specified in an attempt to select a third arbitrator and if, after 10 days, they have been unable to select a third arbitrator, then the association and company shall get together and decide the manner in which the third arbitrator shall be selected.

It shall then be the duty of the three arbitrators thus selected to meet without delay and receive all evidence and testimony that either party may desire to

submit to them pertaining to the case. After the facts have been presented to the board of arbitration, the board of arbitration shall render its decision and transmit a copy of the same in writing to both parties hereto, which shall be final and binding upon them. Each party hereto shall pay the expense of their own arbitrator and both parties shall jointly pay the expenses of the third arbitrator.

Sec. 9. All motormen, conductors, and operators, when working scheduled runs will be paid five minutes straight time in addition to the time on schedule for pulling the car or bus out of the station on any working period, also five minutes in addition to the time on the schedule for placing the car or bus in the station; this extra time shall not be allowed wherein the actual working time of such run is five minutes or more less than the minimum time being paid for on the schedule.

Sec. 11. The workday for trainmen and operators on all early and late straight runs shall conform as near as possible to the rule that they shall not exceed 10 hours straight time, and no scheduled straight time run shall pay less than 8¾ hours' time.

Sec. 12. All runs and trippers shall be paid for to the full number of hours and minutes in same, and when cars or busses are delayed so that the men operating them can not reach the station on scheduled time they shall receive in addition any overtime worked, but it is agreed that where scheduled runs or trippers are being paid a minimum rate of time and through some unpreventable delay or emergency use do not reach the station on schedule time no overtime will be paid unless the delayed time extends over the minimum time being paid for. This does not permit the company to add extra work to the schedule of any such run in order to fill out the unworked time of any such minimum time paid run.

Sec. 14. All schedules shall be so arranged that all regular runs working over 6 consecutive hours shall have a meal relief of about 14 minutes. It is also agreed that all men operating extra cars for a period of more than 6 consecutive hours shall be allowed a meal relief of about 14 minutes. Meal-relief time for any day run shall not start earlier than 8 o'clock a. m. nor later than 10 o'clock a. m. Meal-relief time for night runs shall not start earlier than 6 o'clock p. m. nor later than 8 o'clock p. m.

Sec. 18. Each trainman or operator shall be entitled to any run according to his seniority rights, and where a station or part of a station is consolidated with another station or where bus lines are placed in operation from any present station, or from any new station that might be installed, then the seniority lists will be adjusted to include all men now in the service, in that all men now in the service will be given an opportunity to qualify as bus operators, with their seniority rights fully recognized, and any new employee shall take their place at the foot of the list in all cases as at present.

All seniority lists, assignment lists, and time cards will be posted in the waiting room at each station not less than five days, whenever reasonably possible previous to the time when runs are to be selected. A new assignment shall be had at least every three months. The dispatchers and business agent of the association will be provided with a new seniority list of men at each station previous to a new assignment being held. The business agent of the association shall be furnished with a copy of all schedules as they are issued.

Sec. 19. In the operation of one-man cars, gasoline or electric motor busses assignments to such runs will be made according to employees' seniority rights, regardless of whether the operator in the past has been a motorman or conductor, but all such operators must qualify for the position in so far as he must receive instructions and the approval of his instructors, and it is further understood that no employee shall be disqualified until first having had a full opportunity to qualify, nor shall any employee be compelled to qualify for such work except those working on the extra list, who shall all be required to attempt to qualify, but it is also understood that any extra man now in the service unable to qualify as a one-man car or bus operator shall still be entitled to his seniority rights as a motorman or conductor, according to the position he was originally employed for; but it is further understood that on and after September 1, 1925, the extra board will operate strictly on the revolving plan, in that all men thereon must either be qualified to take any run or work which may fall to them in their turn or else the board will pass them as though they had performed such work.

Sec. 20. When assignments are to be held the company will notify the men by bulletin five days previous to the holding of an assignment whenever reasonably possible. There will be two assignments which will include a five-day and

a Saturday schedule and then a Sunday schedule. The first assignment will permit that a trainman or operator will select a run on the five-day and Saturday schedule; the second assignment will permit him to select a run on the Sunday schedule. The assignment for day-run men shall be held at 8 p. m. and for night and split run at 10.30 a. m.

At stations where one-man cars or busses are being operated there shall be a seniority list used, to be composed of the entire list of men in their correct seniority place according to the length of service with the company. At other stations a seniority list to be composed of motormen and conductors separately in their seniority place will be used, this list to be used in the filling of two-man car runs, and shall be operated as follows: That the dispatcher shall start by calling first the oldest motorman in seniority to select his run, then the oldest conductor in seniority to select his run, then call the next oldest motorman, then the next oldest conductor, and so on down the list until all runs are filled.

All men who can not be present at an assignment of runs because of sickness or performance of duty for the company must make written request for the run he desires on a prescribed form furnished by the company whereon he will give his first, second, and third choice, and so on; if he can not be placed on any of the runs chosen he will then be given the longest run open on the line on which he has been working and in the position he is accustomed to filling; this is only to be done in case an older man in seniority has selected the run held previous to the assignment, and if there is no remaining run open on that line then he will be given the longest run open on any line and according to the kind of run he has been previously working, it, of course, being understood that where any man does not attend an assignment for the above reasons, the run not having been selected by an older man and he has not signified a desire to change, he will be left on the run he is then holding.

All trainmen or operators, after selecting a five-day and Saturday run, must also select a Sunday run according to their seniority rights. If no run is open for him to select, then he must take his place according to seniority rights on the Sunday extra board, beginning, of course, at the top of the board and on down.

Sec. 23. Whenever any trainman or operator is granted a leave of absence for 30 days or more a notice to that effect shall be posted at his respective station, and under no circumstances shall a man be granted more than 60 days' leave except on account of sickness or injury, or when, by mutual consent of company and association, an individual employee may be granted a longer leave of absence for some special purpose, but it is understood that no such special leave shall be granted for the purpose of permitting any employee to enter other employment unless for a temporary period while convalescing from a severe illness.

Sec. 25. When any employee reports off sick he shall be placed on the sick list until reporting back for duty, and such employees must report back for duty before 3 p. m. the preceding day, and no employee shall be required to furnish a medical certificate before returning to duty after being off on sick leave unless he be off duty on such leave for a period of more than seven days, and it is further understood that an employee shall not be placed on the sick list when he asks time off because of sickness in the family, and if such employee finds it possible to work the following day he shall so notify his dispatcher in advance of 3 p. m. of the same day; if evidence is shown or found to the effect that any employee reporting off sick or reporting a member of his family sick was not sick or that there was no member of his family sick as represented, then such employee shall be discharged.

Sec. 27. There shall be provided a suitable place for trainmen or operators to make out accident reports, and if any man feels himself incompetent to make out an intelligent report on any accident he will be permitted to delay making out the report until he can appear before his division superintendent, providing it is within 24 hours after the accident, the understanding being that the man concerned will receive assistance from the division superintendent, to the end that a clear report can be made; it is understood, however, that a man waiting to see his division superintendent shall, immediately following the accident, make a statement to the dispatcher, in writing, so that the claim department may receive an early report containing facts and witnesses on the case in question. It is further understood that accident-report sheets will be made out as required by the claim department.

Sec. 28. Any trainman or operator who has completed a regular run and is not relieved as provided for on the schedule must at once either notify his division superintendent, his dispatcher, or any inspector of the fact, and he will not

be required to continue on the car for more than two hours; if the relief is not given within one hour after he has so notified one of the above officials he must again give such notice, attempting to serve the notice upon the same official as before, and when he gives his second notice he will be informed by the official as to what disposition is to be made of the car in the event a relief is not furnished at the end of another trip, and it is also agreed that when any employee is taken sick on the road that a relief will be provided for him immediately.

SEC. 33. Employees who, after 20 years or more of continuous service, become unable through physical disability to perform the work of their usual position, along with other old employees, shall be given preference by the company in the filling of other positions for which they are qualified.

SEC. 36. No employee of the company shall be required to submit to a physical examination other than for the eye and ear, unless it seems that some certain employee is physically unable to properly perform his regular and accustomed duty, and when any such question does arise affecting any employee, then a conference between company and association officials shall be held before the employee in question shall be required to appear for or submit to any kind of a physical examination.

Provided, however, that all employees electing to become bus operators shall submit to a required physical examination.

SEC. 37. The company reserves the right to designate the kind and color of uniforms that shall be worn by trainmen and one-man car operators while on duty. The present prescribed uniform shall be continued as long as satisfactory to the company, and employees may buy the prescribed uniform in the open market; the company also agrees that motormen will be permitted to wear while on duty suits of overalls comprised of overalls and jumper, which they shall keep clean and neat at all times.

SEC. 39. The premium on all bonds required by the company shall be paid by the company, but any license fee required by bus drivers employed by the company shall be paid by the employee.

SEC. 41. It is further agreed that all motormen, conductors, bus, and one-man car operators shall be paid an additional hour's pay over and above their regular pay while instructing students.

Conductors or operators will not be required to furnish working money to students breaking in.

SEC. 45. For the protection of motormen and operators, the company will make an effort to keep at all times on all cars blind curtains behind the motorman or operator, which can be pulled down behind them at night so that the light from the inside of car can be prevented from shining into the vestibule window glass and blinding the motorman or operator.

SEC. 46. Motormen, conductors, operators, shopmen, car-barn employees, maintenance-of-way carpenters, and painters will be provided with free transportation to and from work on all street railway or bus lines operated by the company, as prescribed by the franchise ordinance, and on all other lines of transportation that may be operated by the company.

SEC. 50. All motormen, conductors, and operators shall be supplied with, or else all cars shall be equipped with, stools or seats that may be used by such employees outside of the zones specified by the company, and such stools or seats shall be kept in good repair at all times.

SEC. 53. The hours of labor for shopmen and car-barn employees shall be eight hours per day with one-half hour interval allowed for meals; time and one-half will be paid for all time over eight and one-half hours worked per day, but when the time worked is more than eight hours and less than eight and one-half hours then eight and one-half hours will be allowed. The workday shall begin at 7.30 a.m. and close at 4 p. m., but is subject to change of these hours on 30 days' notice.

SEC. 54. It is agreed that no work shall be done by the mechanical department for any other transportation company that may be unable to do their own repair work because of labor trouble such as strikes or lockouts.

SEC. 55. Seniority rights of shop and car-barn employees shall be considered whenever there becomes a vacancy in any position wherein those men working under other ratings shall be considered and given a chance to qualify for the vacant position if they so desire, instead of a new man being employed for such positions.

SEC. 56. The hours of labor for mechanical department night employees shall be eight hours per night, with overtime allowed the same as for daymen, and

the company shall furnish necessary tools to the night men the same as for daymen, and all employees who are furnished with tools as above provided for shall be held responsible for them.

Sec. 61. The association agrees that there shall be no sympathetic strike called for any cause, or any strike for any purpose whatsoever, except for the violation of the terms of this agreement, and, further, that there shall be no strike pending matters submitted for arbitration as provided for in section 5 of this agreement.

The following provisions appear in the agreement between Division No. 713 and the Memphis Street Railway, March 24, 1925, and relate mainly to barn and shop repair men:

This agreement shall cover all motormen and conductors, barn and shop repair men, except minors, not to exceed one in each department.

SECTION 6. Motormen and conductors covered by this agreement may at their option work overtime at their respective wage-scale rate, but in the event of the company requiring overtime service from such employee, except in case of unusual emergencies or when the overtime is due to the fault of a coemployee, the employee shall be entitled to time and one-half for all overtime, provided, however, that extra motormen and conductors shall be entitled to overtime only after working in excess of 10 hours, and provided further that all employees covered by this agreement shall be paid time and one-half for all hours which they work on the following-named holidays: July Fourth, Labor Day, and Christmas.

Sec. 7. The parties hereto are opposed as a matter of principle to overtime work; therefore overtime shall not be required of employees with regular runs so long as there are available other employees who may be used without being required to work overtime.

Sec. 8. Both parties agree to system seniority, sign-up to be made not oftener than once each year and during the summer months. Division seniority to prevail between sign-ups.

Sec. 9. When in the conduct of the company's business it becomes necessary to reduce the barn and shop force and men are laid off they are to hold their seniority for a period of 90 days, and if in that period their services are required they are to be recalled in accordance to their seniority.

Barn and shop men shall be promoted from nightwork to daywork according to their seniority when competent, their competency to be determined by the superintendent of equipment.

Sec. 10. All barn and shop repair men covered by this agreement who work in excess of their regular 10-hour day shall be paid at the rate of time and one-half time for such overtime. The standard workday of 10 hours for barn and shop repair men shall continue, but the company shall have the right, when in its judgment conditions make it necessary, to temporarily reduce the workday to eight or nine hours. But it shall not establish a regular workday of less than eight hours.

If such temporary reductions in the workday shall continue for a longer period than three months, then on the expiration of such three months, if the eight-hour day or nine-hour day is continued, all of the rules as to overtime pay shall apply to the eight-hour or nine-hour day just as they apply to the standard 10-hour day.

The company agrees that barn and shop repair men covered by this agreement may lay off one day each week. The day for such lay-off shall be chosen in accordance with their seniority.

Sec. 13. The company agrees to furnish such person who voluntarily leaves its service a written statement, stating that said person leaves the service of his own free will; also length of service.

Sec. 15. A day's work shall constitute as nearly as reasonably possible 9 hours, and in no event shall any regular run be less than 8 hours nor more than 11 hours.

Sec. 16. As many of the regular runs shall be straight runs as is reasonably possible, and all regular runs shall be completed as follows: Sixty per cent within 11 hours, 70 per cent within 13½ hours, 90 per cent within 14 hours, 100 per cent within 15 hours.

Sec. 19. All men instructing students shall receive compensation at the rate of 50 cents per day or major portion thereof.

Sec. 21. All conductors shall be allowed 15 minutes per day time for making up trip report and settling for their day's work.

The following extracts are from the agreement between Division No. 752 and the Illinois Power and Light Corporation, May 1, 1925, applicable to its street railway department in Bloomington and Normal, Ill.:

1. The association recognizes the complete authority of the company in the conduct of its business. The company recognizes the association as herein set forth and agrees, in its relations with its operators during the life of this contract, to contract with no other organization or individuals.

2. All operators may be required to become members of the Amalgamated Association of Street and Electric Railway Employees of America within 60 days after their employment by the company, except that upon request of either the company or the association 30 days more may be allowed for further investigation.

4. Assignments to the respective runs shall be based on seniority of continuous service, and all regular runs shall be posted the 20th day of June and quarterly thereafter, and the said runs shall be signed up by the respective operators individually. Any operator refusing to sign list when same is presented to him shall forfeit his right and shall go to the foot of the extra list for that period. In case any a. m. rups shall become vacant, they shall be given to the p. m. men in their order of seniority, provided, however, that such p. m. men have not at the last selection turned down a regular run.

7. Whenever there shall be a disagreement of any kind other than provided for in section No. 5 arising under this contract between the representatives of the respective parties which can not be satisfactorily adjusted by them, then it is provided that in such cases such matters shall be referred to a temporary board of arbitration, which said board shall be created and selected in the following manner: Each of the parties hereto shall within a period of seven days name its arbitrator and the two so named, if unable to arrive at a decision within 10 days, shall agree upon a third arbitrator. Where the appointment of a third arbitrator is necessary the expense of the said third member of the board shall be borne equally by each of the parties hereto. In the event of the board of arbitration being unable to reach a final decision upon any matter referred to it under this contract within 30 days, then the parties hereto shall proceed to the creation of a new board in manner and form as herein provided, the same as though no previous appointment or submission had been made. Provided, further, that in the event of the failure of either party to appoint its arbitrator within a period of seven days after the agreement to refer any such grievance to arbitration the said party so failing to appoint as aforesaid shall be held between the parties hereto to have lost its cause.

11. Where a medical examination after the first employment shall be required by the company the company shall provide for same at its expense. In case of objection to the company's physician, the operator may select some other reputable physician, and the company shall pay the expense of such examination by such physician, provided such cost shall not exceed \$3.

13. The company agrees that when it reemploys any operator it will allow them full credit for their years of former service in the matter of wage classification.

14. The association agrees that during the life of this contract there shall be no sympathetic strike for any outside cause or grievance, and in case of disagreement or dispute between the company and the members of the association the company agrees that it will not lock out the members of the association; and the association agrees that they will not strike, but will settle all grievances as provided for in this contract. All operators members of said association shall faithfully comply with the rules and regulations now in force or hereafter made by the company that are not in conflict with the terms of this contract.

17. Should the company adopt motor busses on its present street railway lines or on other streets either for regular, special, or booster service within the corporate limits of Bloomington and Normal, before any railway operator is permitted to break in on a bus or become a bus operator he shall first submit to a special physical and mental examination by the company physician and thereby show that he is properly qualified for bus operation. Preference will be given to the car operators in accordance with their seniority rights as car operators, providing they shall first have properly qualified as heretofore stated, and all rules, regulations, and rates of pay as herein contained relative to street railway operation will be applicable to bus operation by this company. It is further understood and agreed that the company will have the right to operate one bus by bus operators without seniority consideration during the life of this agreement, but it is expressly set forth and agreed that at the end of 90 days from the time bus

operation starts that these men so selected will revert in seniority to the seniority standing obtained by other car operators from the date of their employment.

The following extracts are from the agreement between Division No. 540 of Trenton, N. J., and the Trenton & Mercer County Traction Corporation, April 1, 1925:

**SECTION 7.** Length of service establishes right to pick runs at least twice a year, spring and fall. Sign-ups will be held every 60 days. When a mark-up or sign-up takes place the senior extras shall be marked upon all runs vacant through sickness of regular men and shall hold same until their return or next sign-up. Any regular run becoming permanently vacant shall be posted for choice within two days after vacancy occurs. In the event of discharge of a conductor, operator, or motorman, and an appeal taken under the provisions of this agreement, his run shall not be posted until a final decision has been reached in his case. Assignments to take place on Sunday following vacancy and shall hold until next sign-up. No one can throw up a run he has picked without the written permission of the manager of the company. Seniority shall prevail at all times and at sign-ups and picking.

**SEC. 10.** The company agrees to allow an employee a 10-day vacation in any one year, such vacation to be taken in two 5-day periods if so specified at time vacation leave is asked. No more than 5 men from each side to be given vacation leave at one time; more to be marked off, however, if conditions allow. No employee will be excused from duty during fair week. All men working on circus day and Decoration Day will run extra cars when called upon to do so. Men can also be marked off for vacations, circus day, and Decoration Day. Early straight men shall be relieved on their relieving time.

**SEC. 16.** Motormen, conductors, and operators relieving crews on street shall report at point of relief in ample time so as not to delay crews being relieved. When regular men are compelled to take any other run than their own, because of shortage of extras, they shall be relieved of the same and assigned to their own run as soon as extra man is available.

**SEC. 17.** Motormen, conductors, and operators working regular runs shall not be compelled to work more than one additional trip beyond their time by reason of failure of said relief to appear. It shall be optional with crews after completing extra trip specified, of at least one hour, to withdraw their cars from service by proceeding to the car barn.

**SEC. 18.** All motormen shall be furnished with stools on all air-brake cars, to be used within certain zones agreed upon; and all conductors shall be allowed to use the rear seat in cars within said the same zones, and no motorman, conductor, or operator shall be obliged to run a car without being vestibuled and heated from November 1 until April 1, if thermometer is 38 degrees or under. Also the rooms at which the men report must be properly heated during period specified.

**SEC. 22.** During the life of this agreement no members of the Local No. 540 shall be called out on strike unless all the conditions appearing in sections No. 113, No. 114, and No. 115 of the constitution and general laws of the Amalgamated Association of Street and Electric Railway Employees of America shall have been complied with.

**SEC. 23.** In consideration of the above the association agrees that its members shall perform their duties conscientiously and use their best endeavors to promote the interest and welfare of the company. The rules of the company, as laid down in their rule book to which reference is hereby made, are to be observed, any violation of any rule, or of any of the special rules published on the bulletin from time to time not conflicting with the provisions of this agreement shall subject the employee violating the same to either dismissal or discipline, according to the severity of the case, but the violation by any employee of any of the rules governing signal lights, or car signals, intoxication, or the rules regarding steam-railroad and canal-bridge crossings or the dishonesty of any conductor or operator shall be cause for immediate dismissal, provided, however, that the case referred to above can be taken up by the committee of the association in the regular way for hearing and consideration.

**SEC. 24.** Eight hours shall constitute a day's work at the power house for men who are employed on three-shift forces. Nine hours shall constitute a day's work at the power house for men employed on two-shift forces. A period of 10 days each year to be allowed to each employee for vacation purpose without pay.

**SEC. 27.** Conductors and operators on one-man cars shall be allowed 10 minutes' time for making up and turning in their daily receipts. This time shall



not be considered in the computation of the spread or as extra work. The basic day's work shall be nine hours. The present practice of straight runs shall continue.

SEC. 29. Trainmen shall receive 5 cents an hour additional to the regular wage rate for such platform time as is spent in instructing students in accordance with directions of the proper company officials.

SEC. 30. Overtime and extra work shall be paid for at the rate of time and one-quarter.

SEC. 33. All bus operators will be also governed by this agreement. Two bus operators can be marked off each day if they so desire.

In the following extracts from the agreement between division No. 215, Wheaton, Ill., and the Chicago, Aurora & Elgin Railroad Co., a rapid-transit line running many express trains over its own right of way, June 1, 1925, many matters are referred to not found in other agreements:

ARTICLE 1, SECTION 6. Comfortable conditions of employment shall be maintained by the company.

SEC. 8. Transportation shall be furnished to all employees of the company to and from all meetings of the association.

SEC. 13. Employees shall not be allowed to hold their seniority rights for a period longer than 60 days while engaged in some other line of work, excepting work for the association, regardless of the time employed by the association, or excepting work for the company for a period of 90 days.

ART. 2, SEC. 1. Seniority of service shall govern in the preferment of runs. All runs shall be thrown open for pick at least once each three months and oftener if new schedules are posted or when vacancies occur.

SEC. 2. At division points where receivers or cashiers are not employed it will be arranged to provide a suitable sheet for the conductor to sign when depositing money. A space shall be provided on said sheet opposite each conductor's name for the dispatcher, ticket agent, or other employee of the company, as the case may be, to sign as witness of the deposit of the package. The packages shall be removed from their places of deposit by a representative of the company only in the presence of an additional employee of the company as witness, who shall verify the count as to the number of packages. At Wheaton the turn-in shall be witnessed by the dispatchers when so requested to do by the men making same, and rubber stamps shall be provided by the company for the use of the dispatchers to indicate such witnessing. In Wheaton the money shall be counted by a local bank in the presence of an office employee of the company. Notice of shortage or overage in each case will be sent as promptly as circumstances will permit. When any difference arises in the count as compared with the denomination slip accompanying the money there will be a recount by the employee of the bank and checked by the employee of the company.

SEC. 3. Extra pay at the rate of 60 cents per day shall be allowed for instruction of students.

SEC. 4. All extra work shall be done by extra men when there are extra men available, and all such extra men shall at all times be entitled to such work as rightly belongs to them according to their standing on the list, except the motor-men who have been on the extra list for less than six months are not entitled to regular work trains unless considered competent by the superintendent. When such an extra man fails to get the work that rightfully belongs to him according to his standing on the list he shall be allowed pay for such time and he shall retain his standing on the list as though he had worked same.

SEC. 7. Wheaton shall be the home terminal for all trainmen and deadhead time at full rate of pay shall be allowed on all work where deadheading is necessary.

SEC. 8. One hundred and seventy miles or less, including all deadheading mileage, shall constitute a day's work on a regular run, with the exception of three runs which shall be permitted to make 195 miles per day, including deadheading, but actual working mileage of said three runs shall not exceed 170 miles per day.

SEC. 12. All work of 130 miles or over or 7 hours or more shall constitute a regular run.

SEC. 13. The company shall not require a conductor to collect more than two cars. All freight and work trains crews shall consist of a motorman, conductor, brakeman, and flagman.

SEC. 14. Motormen's vestibules shall not be loaded with papers or other bulky packages to such an extent as to impede entrance to the inside of the car in case of collision.

SEC. 17. In general practice, passenger trains shall be made up and put in readiness for operation by switchmen before leaving yards, such as putting up markers, turning seats, lifting trap doors, etc.

SEC. 19. The extra list shall be operated on the revolving plan, first in, first out, an extra man working seven aggregate hours of actual schedule time, no bonus time allowed to be counted in the seven hours.

SEC. 20. The operation of buffet and parlor cars shall be considered preferred service and will not be included in the regular pick of runs, the company reserving the right to appoint employees for this class of service. The steward or conductor shall be appointed from the conductor's list and shall be selected from first 12 men on seniority list.

SEC. 22. Overtime for all ticket agents shall be paid for at the rate of time and one-half.

SEC. 26. When it is possible to do so without interference with the service, provision shall be made to allow switchmen a reasonable time off, without pay. All switchmen in the Wheaton yards shall be let off on days wanting off, according to their standing on the books to be off. There shall be no preference allowed for days wanting off between regular and extra switchmen.

SEC. 27. Switchmen to be entitled to a pick of tricks at least once in every three months, and oftener if changes are made in tricks, or if vacancies occur they shall be entitled to choose tricks in the order of their seniority.

SEC. 28. Any freight cars handled by switchmen in Wheaton yards shall be properly equipped with couplings to avoid using chains, and in case it is necessary to use chains they shall be chained by shopmen. Switchmen are not to be used beyond yards limit only in case of emergency.

SEC. 30. We ask as a favor that tricks be arranged to avoid lay-overs on both ends as much as possible.

Switchmen in Wheaton yards shall work 10 hours every day.

SEC. 33. Freight men to hold seniority rights and have the right to pick any job in the freight house where they are employed, provided there is a vacancy and they are considered competent. In case of retrenching in any one freight house and men are needed in another freight house the man or men so laid off because of retrenching will have a right to qualify for work in freight house where men are needed. In case a man holding seniority rights in any one freight house to fill a vacancy and is not considered competent to fill such position men from the other freight houses shall have the right to qualify for same, according to their seniority.

SEC. 34. Trackmen to hold seniority rights and have the right to pick any job on the section where they are employed, provided they have been continuously in the service of the company for one year or more, and provided there is a vacancy and they are considered competent.

SEC. 35. Ten hours from barn to barn, with one hour off for meals without pay, shall constitute a day's work for all linemen and cable men, between the hours of 7 a. m. and 5 p. m., and when required to work a night shift following a day shift within the same 24 hours they shall receive time and one-half for the nightwork the first night and for the following consecutive nights' work, their time shall be figured at straight time, as though they were working days.

SEC. 36. Time and one-half shall be allowed for all overtime and for such time as men are required to work on their Sundays or holidays off, as determined by the Sunday and holiday schedule posted in the line barn. Men shall receive not less than two hours for each call outside of regular working hours.

SEC. 41. All men employed at the Wheaton shops shall be classed as regular shopmen, except when changed to a permanent position elsewhere. Shopmen changed from one class of work for a day or more to a class paying a higher rate shall receive such higher rate, provided he has qualified for the position by working at least seven full days on same, but in no case shall such change result in a decrease in the rate of pay. Daymen temporarily transferred to nightwork for overtime work shall receive overtime pay under the rules applicable to daywork.

SEC. 42. Time and one-half to be paid for all time worked outside of regular hours of employment and for all Sunday and holiday work.

Sec. 47. Hot water shall be provided in the wash rooms.

Sec. 48. Proper ventilating system shall be maintained in the blacksmith shop, inspection room, and repair room.

Sec. 49. Eight-hour day with nine hours' pay for all daymen. Nine-hour night with 10 hours' pay for all nightmen. Seven-night week for all nightmen. Six-day week for all daymen.

Sec. 50. Shopmen required to work two hours overtime unless relieved for meals, meals shall be furnished them.

Sec. 53. When conditions permit, night shopmen shall upon request be allowed reasonable time off without pay, including Sundays and holidays. They shall be furnished with a book to record day or days wanted off and they shall be let off in the order in which their names appear on the book. No man shall be allowed to record day or days wanted off more than one week in advance, except when a vacation of three or more days is desired.

Sec. 56. When vacancies occur seniority shall govern for all men employed at power house up to and including shift engineers, provided those eligible according to seniority are capable to fill such position, in the judgment of the company. In case of laying off men on account of retrenching the last man hired will be the first laid off, and filling vacancies or taking on additional help the last man laid off will be the first man taken back.

Sec. 58. Men required to work more than two hours overtime shall be paid for time to go home for meals or meals furnished by the company.

Sec. 63. When vacancies occur on the switchboard at the power house men from the substations and power-house employees shall alternate on the switchboard pick as switchboard operator; in case the department who has the right to pick same and fails to do so the other department will be given the right to pick. Anyone picking switchboard operator at the power house must be competent to do such work and shall break in under the present arrangement. He shall also be required to familiarize himself with outside distribution lines and substation to the satisfaction of the chief engineer.

Sec. 64. All jobs permanent or temporary pertaining to the regular routine of operating power house shall be posted for a pick and at duration of any temporary job man holding such jobs shall revert back to his former position with all his seniority rights. All temporary jobs shall be specified on pick.

The following provisions appear in the agreement between Division 595, Salem, N. H., and Division 785, Amesbury, Mass., with the Massachusetts Northeastern Street Railway Co., September 30, 1925, and relate mainly to snowplows:

SECTION I, PARAGRAPH 1. The company will do nothing to prevent or discourage any employee from becoming or continuing to be a member of the association, and will in no way discriminate against a member thereof because of such membership. The association will not discriminate against any person in the employ of the company because of his refusal to join the association or to continue a member thereof, but if any member of the association is expelled or suspended from his membership therein for violation of any of the provisions of this agreement the company being satisfied that such suspension or expulsion was for such reason and was justifiable, shall dismiss such employee from its service. If any member of the association employed by the company neglects or refuses to pay the association any dues or assessments which have duly become a liability from him to the association during his membership thereof, and while such employee, and before notice in writing by him to the secretary of the association of which he is a member, of his desire and intention to discontinue his membership therein, and shall continue such refusal to pay such sums or sum as are so justly due from him to the association, after a determination by the company of the justice of the claims of the association for such sums from such employee, the company will discharge such employee from its service or suspend him until such sums have been paid.

SEC. IV, PAR. 1. On October 1 of each year the company shall post a list in the different barns requesting men who desire snowplow work to bid the same. On October 15 the list shall be taken in by the company and a list made from it granting seniority to snowplow men, but no men shall be placed on this list until all who signed the posted list have been given a place. On October 20 the company shall post a list of all men entitled to snowplow work, recognizing seniority as far as possible.

PAR. 2. Whenever possible, there shall be at least two crews of three men each listed for each plow, the first crew at all times having first work. They shall be relieved after a period of 10 hours by the second crew, and shall in turn relieve the second crew after the same period of work.

PAR. 3. No member of snowplow crew shall be required to perform any work during his period of relief if other men are available.

PAR. 4. All reliefs of snowplow crews shall be made at the home station, except that if plow be stalled away from station and men are relieved at this point they shall be allowed the ordinary traveling time to or from their home station.

PAR. 5. If, through unavoidable circumstances, it is impossible to relieve snowplow crews at the end of the 10-hour period, such crews shall be paid 15 cents per hour overtime, beginning on the eleventh hour, until such time as they are relieved.

PAR. 6. In no case shall a snowplow be taken upon the line without a full crew of motormen and conductors thereon, when available.

PAR. 7. All men employed on snowplow work shall receive 10 cents per hour in excess of their regular rating, and meals shall be furnished by the company during such snowplow work.

PAR. 8. Men not listed for snowplow work but who are called to report for snowplow work and held for orders outside of their regular hours shall be paid car men's wages. This shall include men used to load snowplows. Except that if the snowplow crew be used to load the snowplow they shall be paid snowplow wages.

PAR. 9. No man doing snowplow work shall go more than six hours between meals.

PAR. 10. It is understood that in assigning snowplow work the company shall exclude such men as are in its judgment unfit for such operation, and will, upon request of the officers of the association, furnish information and reasons for excluding such men from such work.

PAR. 11. All other snow work, including the running of sleet cars, and cars for removing ice from the rails, shall be given to spare men present or available according to seniority of service, and in the event that sufficient number of spare men are not available, then regular men present or available shall be assigned according to seniority. Except that in case regular cars are not being operated, or a line closed down, conductors and motormen shall receive preference in assignment thereto when circumstances do not permit of their doing their regular and customary work.

PAR. 12. Motormen and conductors operating cars used in pushing or otherwise helping snowplows shall be paid regular snowplow rates; this, however, shall apply only to such men as are assigned to such work.

## SHIPPING

The employees on board ship are grouped into unions independent of one another, but their agreements are made yearly between the officers of the national organization and their employers, singly or in groups.

### MARINE ENGINEERS

The National Marine Engineers' Beneficial Association of the United States of America is composed of persons licensed by the United States Steamboat Inspection Service or commissioned as engineers in either the United States Navy or the United States Coast Guard Service. Many locals issue wage scales and rules to be observed in their relations with small craft. The national body, however, makes annual agreements with the United States Shipping Board governing the employment of engineers in all services and varying the wages of the different classes of engineers according to the size of craft on which they are.

The wage scale, rules, and regulations governing employment of engineers for Trans-Atlantic, Trans-Pacific, Atlantic, Pacific, and Gulf

Coast Service, effective July 1, 1924, extracts from which were printed in Bulletin No. 393 (p. 114), were continued unchanged for one year from July 1, 1925.

### MASTERS, MATES AND PILOTS

The National Organization of Masters, Mates and Pilots of America comprises persons regularly licensed by the United States local inspectors, the State pilot commissioner, or the State local inspector to act as masters, mates, or pilots of lake, river, or ocean steamers, vessels, or motor boats, or as licensed operators of motor boats. The National Organization makes an annual agreement with the United States Shipping Board similar to that with the marine engineers, where the wages of the deck officers vary with the size of the craft. The agreement, effective July 1, 1925, is the same as that of July 1, 1924, mentioned in Bulletin No. 393 (pp. 114, 115).

### SEAMEN

The International Seamen's Union of America is composed of seamen. The national organization consists of local unions variously grouped by districts and by character of work, as stewards, firemen, and fishermen. The agreements are made by these groups with individual employers or with groups of employers or the United States Shipping Board and are generally very brief, relating mainly to wages and hours of labor. The extracts from the agreement of the Alaska fishermen attached to the shipping articles during the season of 1924, printed in Bulletin No. 393 (pp. 115, 116), were continued in the agreement for the seasons of 1925 and 1926.

## STONE-WORKING TRADES

### GRANITE CUTTERS

The Granite Cutters' International Association of America includes persons cutting, carving, turning, lettering, rubbing, polishing, sawing, and setting natural or artificial granite and hard stone on which granite cutters' tools and machines are used, including street work, statuary work, and tool sharpening. The agreements are generally made for three years and contain a higher rate for building than for monumental work.

The three-year agreement of the Concord, N. H., branch with the Concord Granite Manufacturers and Quarry Owners' Association, April 1, 1925, is fuller than most. Extracts follow:

SECTION 2. (a) It is mutually agreed that any grievance or contention that may arise during the existence of this agreement as to its performance in good faith by either party shall be referred to a committee of six members; three to be selected by the employer and three from the local branch of the G. C. I. A.; which committee shall act as an adjustment committee, and said committee failing within five days to agree by two-thirds vote shall refer the matter in dispute to an arbitration board of seven, two to be selected by the employer and two by the G. C. I. A. In each instance the two shall elect one additional member to serve, and these two members thus elected shall choose the last or seventh member. The last three named shall be men of high standing in no way connected with the granite industry. The arbitration committee thus constituted shall hear the parties and make an award within 15 days by a majority

vote. Pending such arrangement, it is mutually agreed that there shall be no strike, lockout, or suspension of work.

(b) It is further agreed that any grievance or contention that may arise during the existence of this agreement that is not covered by this agreement shall be referred to the adjustment committee, who shall render their decision within five days; and any agreement that they may come to in the matter under consideration shall be accepted by both parties. If the adjustment committee fails to agree to the matter it shall then be referred to the arbitration committee provided for in section (a) of this article. Pending consideration by this adjustment committee, it is mutually agreed that the cause of the contention be not removed the first five days but said contention shall be removed pending consideration by the arbitration committee; and it is further agreed that pending the consideration of any contention by said adjustment and arbitration committee there shall be no strike, lockout, or suspension of work. The award of the arbitration committee shall be final.

Sec. 3. Forty-four hours shall constitute a week's work. Eight hours per day the first five days of the week and four hours on Saturday. To be worked between the hours of 7 a. m. and 4 p. m., with one hour for dinner. The working hours shall be changed from November 15 to March 1 to 7.15 a. m. to 4.15 p. m., to allow the men to work eight hours per day.

Sec. 4. Overtime may be worked at the rate of time and one-half in case of necessity or emergency, spoiled stones, stones delayed in the quarry, or when stones are required to complete a shipment, but no overtime may be worked over four successive days without referring to the adjustment committee for the necessity of same.

This section not to be abused by working four days overtime and after a lapse of a short period to receive overtime again on same work. One apprentice shall be allowed to work overtime when there are four granite cutters working overtime, and one machine-operator apprentice shall be allowed to work overtime or on second shift when there are two journeymen machine operators working overtime or on second shift.

Sec. 7. When a man is working by the hour the contractor assumes all risks. He shall be paid for work done according to the man's rate per hour. If a defect appears in the stone after cutting has commenced the cutter shall not be paid for any work done after the defect is discovered, unless directed by the employer or foreman in charge to continue cutting after the defect is reported.

Sec. 13. All outdoor work to be paid  $3\frac{1}{8}$  cents extra per hour, unless the cutter is protected from the rain and sun, and all work done in the quarries to be paid not less than  $3\frac{1}{8}$  cents extra per hour and carfare; the cutter to lose no time.

Sec. 14. Suitable sheds must be provided for the cutters for shelter from the rain and sun and be kept clean and a stove and fuel furnished for each gang or fraction thereof employed during the winter months. All sheds and compressed air shall be heated from October 15 to April 15; proper assistance shall be given to handle and banker stones; the granite cutter shall not be responsible for any damage that may be caused by the turning of a stone. Suitable toilets shall be provided. When two gangs or a fraction thereof are employed in sheds not heated by steam an extra stove without coil must be provided.

Sec. 15. Should a journeyman be incapacitated by age or through physical disability the branch shall have the right to fix the rate of wages satisfactory to all concerned.

Sec. 17. No surface-cutting machine, turning lathe, or sand blast to be worked without suitable dust-removing devices; no blower to be used on drilling machine in shed or in the yard. Hand surfacers and bumpers not to be used. It is agreed that such suction devices shall be installed for operation by September 30, 1925.

Sec. 20. It is agreed that one apprentice granite cutter may be put on for each four journeyman cutters or fraction thereof employed in any one manufacturing plant.

Sec. 21. Wages shall be paid in cash, every week, during working hours, with one week kept back.

Sec. 24. The foreman shall see that the cutter gets a stone and also the services of the derrick in his turn.

Sec. 26. Any national, State, or municipal law enacted for the benefit of wages or conditions in our trade shall not be violated by Concord Branch of G. C. I. A.

Sec. 30. It is agreed that extra shifts may be worked on all granite manufacturing machinery under either of the following arrangements:

(a) Two shifts of eight hours, one to be established workday at the regular rate of wages, and the other shift to be paid at the rate of nine hours per day for eight hours' work.

(b) Two shifts of eight hours, which break up the established workday, each shift to be paid at the rate of nine hours per day for eight hours' work.

(c) The overtime rate shall apply to work over eight hours in either of the above shifts.

Sec. 31. It is understood that helpers employed upon granite manufacturing machines do not come under the scope of this agreement and will not be classed as journeymen or apprentice machine operators; but it is agreed that there shall be at least one journeyman or one apprentice machine operator employed upon each machine or unit of machinery operated.

Sec. 32. All dust-making machines to be equipped with dust-removing devices when proven practical.

#### *Tool sharpeners' agreement*

SECTION 2. Fourteen men shall constitute a gang. Any man working by the day shall not sharpen for more than the above. Wages to be \$1 per hour.

Sec. 5. No granite cutter shall take a fire to sharpen tools permanently while there are union tool sharpeners loafing, nor shall a man be required to cut stone if he has 10 men to sharpen for.

Sec. 9. When a sharpener has less than 10 men he may perform such work as his employer may require him to do in connection with the tool-sharpening business, or cut stone, if possible. When a sharpener has 10 men he shall claim a day's pay.

Sec. 13. All employers shall be required to furnish suitable shops for tool sharpeners to work in and provide a chimney for every forge. Shops shall be suitably heated during the months of December, January, February, and March.

Sec. 14. All shops where sharpening machines are in use, provisions must be made to take away emery dust, if practicable device can be secured.

Additional items are in the agreement of the Quincy branches with the Granite Manufacturers' Association of Quincy, Mass., April 1, 1925:

SECTION 2. Should any dispute or difference arise between employer and employee there shall be no lockout, strike, or suspension of work declared until both sides have had ample time to jointly discuss and consider said dispute or difference.

Sec. 6. All work done outside the regular hours shall be counted as overtime and paid for one and one-half, excepting Sunday and Saturday half or whole holiday and the following legal holidays: New Year's Day, Washington's Birthday, Patriot's Day, Decoration Day, Fourth of July, Labor Day, Columbus Day, Thanksgiving Day, and Christmas Day, which shall be paid double time.

Sec. 10. Employers must furnish all sanitary and hygienic arrangements for betterment and safety of employees, including bubblers for drinking purposes, proper toilet facilities, heating of sheds, shops, and mills when employees deem it necessary.

Sec. 13. Members of the Quincy Granite Manufacturers' Association agree not to supply power or compressed air to any firm rated as unfair by Quincy branches, G. C. I. A., or to do any polishing for any such firm.

Sec. 14. No overtime shall be allowed except in case of emergency, as from the spoiling or breaking of a stone, or delay in quarrying large sizes, or when a stone is required to finish a building or monument, or where an accident has happened. Overtime is not to be worked at any other time or occasion.

#### *Granite cutting*

SECTION 2. No surfacing machine to be operated in cutting shed. All surfacing machines to be equipped with suction devices and to be as far removed from sheds where granite cutters are working as possible. All precautions to be used to prevent dust from machines entering cutting sheds.

Sec. 3. No compressed air to be used to remove dust. Brooms to be used for this purpose.

SEC. 4. When three journeymen are employed there may be one apprentice. When eight journeymen are employed there may be two apprentices and one apprentice for each additional four journeymen employed. The term of service for an apprentice shall be three years; after that he shall be classed as a journeyman. An apprentice must serve his apprenticeship in the yard where he started, providing the firm remains in business and desires his services.

SEC. 5. An apprentice who has served part of his apprenticeship shall not be hired unless he produces clearance papers from his last employer.

#### *Polishing*

SECTION 1. Any manufacturer or firm employing two journeymen polishers may have one apprentice. If employing five journeymen polishers, may have two apprentices. If employing nine journeymen polishers, may have three apprentices.

SEC. 2. The term of service for an apprentice shall be two years. After that he shall be classed as a journeyman. An apprentice must serve his apprenticeship in the shop or mill where he starts, provided the firm remains in business and desires his services. Any employer discharging an apprentice who has not served his full term of apprenticeship shall give him clearance papers, stating time he has been in his employ.

SEC. 3. Sawyers, bedsetters, and hand polishers shall be governed by the machine polishers' agreement. In mills or shops running two polishing wheels or more, polishers and bedsetters shall confine themselves to their part of the trade, either bedsetting or polishing, but in no case shall a bedsetter operate a polishing machine. It is understood, however, that a polisher may set his own bed, providing the regular bedsetter is engaged setting another bed.

SEC. 5. Any lumper who has worked in a polishing mill for one year or more may be given an opportunity to set beds for six months if employer so desires. At the expiration of the six months and if found competent by a committee of three members of Quincy polishers' branch such lumper may be considered eligible for membership in Quincy polishers' branch of G. C. I. A.

SEC. 6. Sawyers are to be responsible for fitting and operating the saws. No member of the G. C. I. A. allowed to teach anyone to run a saw unless the person to be taught is either a member of the G. C. I. A. or an apprentice in the last three months of the last year of his apprenticeship, or a sawyer's lumper who has worked one year at lumping, as herein provided. Manufacturers desiring the services of a competent sawyer and being unable to procure one shall notify the polishers' branch, and if the branch is unable to furnish the workmen needed the manufacturers shall have the privilege of substituting any member of the G. C. I. A. or a sawyer's lumper who has worked one year at lumping, in which latter case the man shall be considered an apprentice with one year's apprenticeship to serve.

#### *Tool sharpening*

SECTION 1. A tool sharpener's gang to consist of from 11 to 14 men. No sharpener to sharpen for more than 16 men. All men over 14 to count as extra men and to be paid for at the rate of 64 cents per man, and on piece fires at the rate of 66 $\frac{2}{3}$  cents per man.

SEC. 2. In shops where two or more journeymen are employed extra men to be placed on piece fires. Where extra men are employed the right to substitute is allowed, but this is not to be construed to mean that the right is allowed to substitute from piece to day fire.

SEC. 5. An apprentice granite cutter to count in gang the same as a journeyman.

SEC. 8. No apprentice tool sharpener to be employed unless there are at least three journeymen tool sharpeners employed, and in the event of a reduction on the fires the journeymen may be discharged and the apprentices kept at work, but when this apprentice has served his two years or any part thereof (it being understood that he may have a month's trial before signing an apprentice agreement) no other apprentice can be taken on for three years unless a journeyman has been steadily employed by the day during the two years the apprentice was serving his time.

SEC. 9. An apprentice to serve no more nor less than two years and at no time to sharpen for more than 14 men.



## PAVING CUTTERS

The International Paving Cutters' Union of the United States and Canada consists of persons cutting stone paving blocks for street-paving use. The agreements are generally bills of prices which vary according to the size of the block, the work being mainly piecework. The agreements are generally made for three years, provide for a union shop, a grievance committee, a 44-hour week, a weekly payment of wages, and tools to be sharpened and kept in good order.

The following articles are taken from the agreement of Branches Nos. 52 and 53, Cape Ann, Mass., April 1, 1925:

ARTICLE 30. All drilling of stone necessary for making paving blocks to be done by the employer, free of charge to the paving cutters. Cutter to direct where holes are to be put and do all splitting of stock. Where all drilling of stone is done by the paving cutter one drilling machine to be furnished for each three paving cutters employed, an additional price of \$4 per thousand shall be paid on all prices for cutting blocks as specified above. Drilling machines to be kept in good running order.

ART. 31. That all paving stock shall be quarried to size one way as near as reasonable and be free from seams and powder shakes.

ART. 34. Employer to furnish all the tools necessary for cutting paving, but if the employer is unable or unwilling to furnish tools, 1 per cent to be paid the paving cutter for the use of the large tools over and above the price paid for cutting paving; all tools to be kept in good condition by competent blacksmiths.

ART. 36. It is mutually agreed by the parties hereto that should a dispute or controversy of any kind arise it shall be settled by and between the employer and employees on the work where the dispute arises. Pending such settlement, it is agreed there shall be no strike, lockout, or suspension of work, the same failing to agree, the dispute to be left to a committee of three, one to be selected by the employee, one by the employer, and the third to be selected by the two so appointed, and he must be a disinterested party. The decision of the majority to be final. Decision to be rendered within two weeks.

The following articles are taken from the agreement of Branch No. 59, Concord, N. H., with the granite manufacturers of Concord, March 30, 1925:

ARTICLE 29. It is understood and agreed that all blocks of each specified kind are to be cut to average size, fifty cents per thousand if one kind of block is to be piled in two piles when being made.

ART. 30. Three dollars and seventy-five cents per thousand extra to be paid on all blocks cut from stock which has not been quarried especially for paving.

ART. 31. Paving cutters to have their blocks counted away from them when they have not sufficient room to work properly.

ART. 34. It will be the duty of the employer to furnish good drinking water.

ART. 36. In periods of depression in the paving business the employer shall confer with a committee from the paving cutters' branch to discuss conditions before laying off men.

ART. 39. It is mutually agreed by the parties hereto that should a dispute or controversy of any kind arise it shall be settled by and between the employer and employees on the work where the dispute arises. Pending such settlement, it is agreed there shall be no strike, lockout, or suspension of work. The same failing to agree, the dispute to be left to a committee of three, one to be selected by the two so appointed, and he must be a disinterested party. The decision of the majority to be final. Decision to be rendered within two weeks.

## QUARRY WORKERS

The Quarry Workers' International Union of North America is composed of men engaged in quarry work, including the blacksmiths, derrick men, engineers, firemen, laborers, riggers of derricks, and stone-derrick men. The agreements of Locals No. 81 and No. 86,

Cape Ann, Mass., are practically identical except for wages. Both are dated April 1, 1925, and are for three years. Extracts from the latter follow:

ARTICLE I. Forty-five hours shall constitute a week's work. Eight hours per day for the first five days of the week and five hours on Saturday. Working hours shall be from 7 a. m. to 12 m. and from 1 p. m. to 4 p. m., except on Saturday, hours to be from 7 a. m. to 12 m.

ART. II. Time and one-half shall be paid for all overtime and double time for Sunday and holidays. Holidays to be observed shall be Christmas, Memorial Day, Fourth of July, Labor Day, and Thanksgiving.

ART. VIII. It is mutually agreed by the parties hereto that should any disagreement of any kind arise it shall be settled by and between the employer and employees on the works where the dispute arises. Pending such settlement, it is agreed that there shall be no strike, lockout, or suspension of work. The same failing to agree, the dispute to be left to a committee of three, one to be selected by the manufacturer, one by the employee, and the third to be selected by the two so appointed, and he must be a disinterested party, the decision of the majority to be final, decision to be rendered within 10 days.

ART. X. Should either party desire a change to take effect April 1, 1928, three months' notice shall be given in writing previous to April 1, 1928, specifying changes desired. If no notice be given this agreement shall hold in force for another year and from year to year thereafter, with notice of change as provided above.

### STONECUTTERS

The Journeymen Stonecutters' Association of North America consists of stone and marble cutters and carvers, bridge and curb cutters, tool sharpeners, and operators of stone, marble, and artificial-stone cutting and sawing machinery, molders in artificial-stone plants, and all engaged in the fabrication of stone, stone setting, and interior marble setting. The agreements are generally very short. They provide for a method of arbitration, a closed shop, and a 44-hour week. Extracts from the agreement between the Minneapolis and St. Paul Cut Stone Contractors and the Twin City Local, effective for three years from April 1, 1925, follow:

1. It is agreed and understood that the party of the first part will employ as stonecutters for pneumatic tool and hand cutting members of the local of Journeymen Stonecutters, provided, however, said local of journeymen stonecutters shall at all times furnish and provide such number of skilled workmen as shall be required by the party of the first part. Any failure on the part of the said local of journeymen stonecutters to provide sufficient skilled men after one week's notice shall confer the right to the party of the first part to employ stonecutters as they see fit, and such men shall at once make application and be permitted to join said local of journeymen stonecutters as provided for similar cases.

2. Eight hours shall constitute a day's work. Four hours Saturday. In case of emergency stonecutters will be allowed to work overtime at the rate of time and one-half for first two hours; after first two hours double time. Under no circumstances will Saturday afternoon work be allowed.

3. The foreman shall be selected by and be the agent of the employer. He need not be a practical stonecutter, but if he is employed to cut stone he must be a member of said local, but may not attend meetings of the local.

4. One apprentice for five or less journeymen employed. Two apprentices to six or more journeymen employed. Apprentices to serve four years in full at stonecutting, and when hired must be between the ages of 16 and 20 years.

5. The party of the first part shall have the right to install the air hammer for use on such work as in its judgment said hammer is required.

14. It is understood and agreed that the parties hereto will arbitrate all differences or grievances that may arise between them during the life of this agreement without any strike upon the part of the party of the second part or lock-out upon the party of the first part under the following rules: Each party hereto shall elect an arbitration committee of three members, to whom all contention shall be submitted. Upon their failure to agree and adjust the matter under

consideration they shall, by agreement, select an umpire (who shall in no wise be affiliated with this trade), whose decision shall be final and binding on both parties.

## TEAMSTERS

The International Brotherhood of Teamsters, Chauffeurs, Stablemen, and Helpers of America is comprised of persons who are employed in and around stables and garages. The individual unions in smaller towns are composed of all classes of workers. In the larger cities the individual locals generally contain members doing kindred work only, extending sometimes to persons but loosely connected with teamster's work, as, for example, lumber loaders, express movers, furniture packers, newspaper deliverers, ice cutters, cold-storage men, platform men, butter and egg packers. The agreements are generally short and call for employment of union men only, an arbitration plan, overtime at increased rates, wages varying according to the character of the work done, the size of the truck, or the number of horses driven.

The following extracts from the agreement of Local No. 641, Jersey City, N. J., January, 1925, show provisions found in most teamsters' agreements:

SECTION 1. Nine hours to constitute a day's work, time to be taken when entering garage, stable, or warehouse and when leaving same. On Saturdays all employees are to work five hours in the morning during the months of June, July, and August, and are to receive a full day's pay.

SEC. 2. Day's work to begin at 7 a. m. and end at 5 p. m., with one hour for dinner in the meantime. Overtime to be paid at the rate of single time for the first hour and double time thereafter.

SEC. 3. It is agreed that chauffeurs, drivers, and helpers shall be paid single time for the following holidays, namely: New Year's Day, Lincoln's Birthday, Washington's Birthday, Decoration Day, Independence Day, Labor Day, Columbus Day, election day, Thanksgiving Day, and Christmas Day, on which there is no work, and any driver, chauffeur, or helper ordered for work on Sunday or holidays are to receive two days' pay for same.

SEC. 4. Drivers are not to be responsible for any shortage of goods until thorough investigation is made of the same.

SEC. 5. It is understood that during dull seasons of the year preference shall be given to older drivers, chauffeurs, and helpers, according to their time of service with the company.

SEC. 6. In the event that the party of the first part using automobiles, the older drivers shall get the preference.

SEC. 7. All helpers to be classed as extra drivers, and are to take their turn on the list for team or automobiles. Drivers must not be asked to report to stable to clean horses or do stable work on Sundays.

SEC. 8. Members of the I. B. of T. C. S. & H. of America with paid-up books to be employed, or those willing to become members at the next regular meeting.

SEC. 11. Should any difference arise between the employer and employees outside of violation of this agreement which can not be adjusted by the representatives of this local union, the same to be submitted to arbitration, the arbitration board to consist of an equal number of employers and an equal number of teamsters. Failure to agree, they shall mutually select an umpire, whose decision shall be final and binding on both parties. No strike or lockout to take place pending decision.

The agreement of the Taxi Cab Drivers Local No. 465, Seattle, Wash., May 1, 1925, contains the following provisions:

ARTICLE III. Six days shall constitute a week's work and 10 hours shall constitute a day's work, allowing drivers up to one-half hour during this time for lunch. Time to start, when men report to garage or office or any other place designated by employer, and shall continue until full 10 hours have been worked and to rate from garage to garage or reporting place.

ART. IV. No member of the union shall be discharged or discriminated against for upholding union principles or acting for his union in any capacity, providing it does not interfere with him in performance of his duties.

ART. V, SEC. 5. Overtime shall be paid for all work performed in excess of 10-hour day, 50 cents for first hour and 75 cents per hour for each hour thereafter, or at the rate of time and one-half; overtime shall begin after first 30 minutes, and all fractions or parts of hour shall be considered as hour, providing however, that all overtime worked on stand on request shall be paid and considered pro rata after 10 hours' work, as provided above.

This section will apply to the meter cabs also and rate pro rata on meter cabs scale.

SEC. 6. On all metered cabs drivers shall be paid and receive per day of 10 hours \$3 per day, and in addition shall be paid and receive 10 per cent of all earnings, based on daily turn-in.

ART. VII. It is further agreed that no members of the party of the first part who are more than sixty days in the arrears for dues shall be employed by nor continue in the employment of the party of the second part, except on sanction of the party of the first part, Local No. 465.

The following provisions are found in the agreement of Truck Drivers and Chauffeurs' Local No. 807, New York, September 1, 1925:

SECTION 2. Nine hours to constitute a day's work. Time to be taken when arriving at stable or garage at a. m. and leaving same p. m. Overtime to be paid at the rate of \$1 per hour per ratio.

SEC. 3. Any driver, chauffeur, or helper ordered for work on Sundays or the following holidays: New Year's Day, Lincoln's Birthday, Washington's Birthday, any holiday called for by the State, Decoration Day, Independence Day, Labor Day, Columbus Day, election day, Thanksgiving Day, and Christmas Day, to receive two days' pay. Overtime to be paid at the rate of double time. Drivers, chauffeurs, and helpers to be paid for all holidays. Any man working three days in a holiday week to be paid for holiday.

SEC. 4. Employers hiring extra teams, preference to be given to employers having agreement with the organization.

SEC. 6. The local union will appoint one of its members to act as stable steward, whose duty it shall be to see that the conditions of this contract are not broken by either employer or employees, and in case of a slack season he shall be the last teamster or chauffeur to be laid off, and under no consideration shall he be discriminated against.

SEC. 7. Employers to hire only union loaders when available, and not less than three men must help driver to load truck or automobile.

SEC. 8. All drivers and chauffeurs to make sidewalk deliveries only, as they will not be responsible for any losses in making delivery in buildings.

SEC. 11. No driver or chauffeur to be asked to help load any truck or automobile but the one they drive unless paid extra for same.

The agreement of Local No. 645, New York, September 16, 1925, with the Westcott Express Co., contains the following:

SECTION 2. The phrase "regular time" as used in this agreement means 10 hours' consecutive work, of which one hour shall be allowed for dinner or supper and the same shall also constitute one day's work or a full day's work.

"Overtime" shall be allowed for all work rendered by an employee in excess of regular time, provided that no overtime shall be allowed for work occupying less than 30 minutes in excess of one day's work, and provided that from 31 to 60 minutes in excess of one day's work shall be considered as one hour of overtime. After the first hour of overtime each succeeding period of work occupying over 30 minutes, but not over 60 minutes of time, shall be considered as "overtime."

The phrase "per week" as used in this agreement means one day's work performed on six out of seven days of a given week.

Every employee's time shall be computed from the time that the employee arrives at a garage of the express company to begin work until said employee shall return to the garage at which he reported for work on that day.

SEC. 4. Members of Local 645 who are regular employees of the express company, who shall have worked or shall work four full days during the week in which \* \* \* holidays occur shall receive pay on the basis of regular time

for such holiday, whether he works upon such holiday or not, and if any member works for a full day on any of the said holidays he shall be paid in addition one day's extra pay on the basis of regular time.

Members of Local 645 who are extra employees of the express company who shall have worked or shall work three full days during the week in which \* \* \* holidays occur shall receive pay on the basis of regular time for such holiday, whether he works upon such holiday or not, provided he has already been in the service of the company within a week prior to the date in which the holiday occurs, and if he works for a full day on any of the said holidays he shall be paid in addition one day's extra pay on the basis of regular time.

Sec. 5. If during the term of this agreement the express company shall hire extra motor trucks or extra wagons the express company agrees to endeavor to hire such motor trucks or wagons upon which are employed chauffeurs and teamsters who are members of a chauffeurs or teamsters' union. In addition to the chauffeur or teamster who operates such hired motor truck or wagon the express company shall furnish an additional chauffeur or teamster and helper for each such motor truck or wagon, and each such additional chauffeur or teamster and helper shall be paid in accordance with the scale set forth in Schedule "A" [Schedule omitted]. If no chauffeur or teamster or helper regularly employed by the express company be available for immediate service on any such hired truck or wagon, the express company shall telephone to the office of Local 645 for a temporary chauffeur, teamster, or helper. If no temporary chauffeur, teamster, or helper is available for immediate service, the express company may dispatch such hired motor truck or wagon forthwith manned by a chauffeur, teamster, or helper who is not a member of Local No. 645.

Sec. 6. The express company agrees to employ as chauffeurs, teamsters, and helpers members of Local 645 with paid-up cards, if such members are available, but if no such members are available, then the express company may employ chauffeurs, teamsters, or helpers who are not members of Local 645, but shall inform such men that they must apply forthwith for membership in Local 645.

Sec. 7. Local 645 may appoint one of its members to act in the capacity of stable steward, it being the duty of such stable steward to see that the conditions of this agreement are not violated either by the express company or by the Local 645. In case the express company is required on account of slack work or other reason to lay off any of its employees such stable steward shall be the last employee to be laid off by the express company, and the express company further agrees that it will give such stable steward opportunities of work and treatment similar in all respects to those accorded to other members of Local No. 645.

Sec. 8. If it becomes necessary at any time for the express company to employ loaders, members of Local 645 shall be employed by the express company if such members are available. If no such members are available for immediate service, the express company may employ loaders who are not members of Local 645, but shall inform such loaders that they must apply forthwith for membership in Local 645.

No chauffeur, helper, or loader shall go aboard any boat or steamship for the purpose of removing or pulling baggage therefrom.

Sec. 9. All members of Local 645 who have been employed by the express company for a continuous period of one year or more shall be given by the express company during each year six days' vacation with regular pay at the current wage scale.

Sec. 10. The express company will furnish uniforms and caps without charge to members of Local 645 employed by the express company.

Sec. 11. The express company will employ mechanics to grease and make repairs and to do electrical and mechanical work on its motor trucks, but chauffeurs and helpers who are members of Local 645 shall make such emergency minor repairs and do such emergency mechanical and electrical work on motor trucks operated by the express company as may be necessary while such trucks are in the service of the express company.

Sec. 12. The express company will dispatch from its garage no motor truck or wagon unless such vehicle is accompanied by a helper provided a helper is available. In the event that no helper is available and that no helper can be secured by the express company, after telephoning Local 645, then the express company may forthwith dispatch such motor truck or wagon without a helper. If, however the express company does not dispatch such motor truck or wagon

without a helper, then the express company will not pay the chauffeur or teamster on such vehicle for that day or for any part of that day.

Sec. 13. In the event that the baggage rates in effect at the present time are reduced by order of the New York Public Service Commission during the period of this agreement, then and in that event this agreement will be considered as canceled as of the date that such order becomes effective, provided that prior to any hearing before such commission concerning said rates written notice of such hearing shall have been given by the express company to Local 645.

Extracts from the agreement of Local No. 669, New York, September 1, 1925, as to theatrical drivers, follow:

SECTION 1. \* \* \* Helpers and chauffeurs, \$1 per day, \$2 per night, Sunday and holidays to be paid in addition to the day's pay to every chauffeur, driver, or helper working on a wagon or car pulling a trailer.

Sec. 2. Eight hours to constitute a day's work; hours to be from 8 a. m. to 5 p. m. One hour for dinner in the meantime, and said time to be as near the middle of the day as possible and not later than 3 o'clock, unless one hour overtime is paid. If ordered to the barn before 8 a. m., said time to be classed as overtime. First half hour to be conceded to the employer; rolling time only any time thereafter to be counted as an hour in favor of the employee. Any man ordered out before 5 a. m. to be paid a night's pay for same in addition to the day's pay. Nightwork to start at 9 p. m. or 8 p. m., as the business necessitates.

Sec. 3. \* \* \* All men going out on nightwork, holiday or Sunday work to be paid two days' pay for same, and no steady men to be employed in scenery craft. Any man ordered out at night, Sunday, or holiday work, to be paid two days' pay for same, regardless of what hour he is ordered out.

Sec. 5. No drivers or helpers shall load or unload cars unless paid \$5 per man in or out of said cars. No drivers or helpers shall carry scenery in or out of theaters or outside of storehouses or studios at any time unless paid at the rate of \$1.25 per man, nothing less than two hours to be considered. Theatrical Protective Union burlesque work in or out of theaters to be paid for at the rate of \$5 per man per show, in addition to their day's pay, and no employer or foreman shall drive trucks, load or unload trucks, load or unload cars, or in warehouse.

The agreement of Local No. 405, St. Louis, Mo., January 1, 1925, with undertaking establishments contains the following provisions:

ARTICLE 3. A week's work shall consist of six days' work, except in that week known as Christmas week, in which all chauffeurs will be off Christmas Day with full pay in addition to their regular day off. Should a chauffeur be required to work on Christmas Day he shall receive as compensation for working Christmas Day a salary equal to two days' pay. Chauffeurs to be notified prior to their quitting time the day before they are to be off.

ART. 4. A day's work shall consist of 10 consecutive hours, of which 45 minutes shall be granted to a chauffeur for lunch.

ART. 5. All members of Local No. 405 shall receive time and one-half for all overtime; overtime to begin immediately after the completion of 10 consecutive hours of work.

ART. 6. A chauffeur's work consists of cleaning out the interior of car, dusting exterior of car, and keeping windows clean, but no washing of cars. A chauffeur employed by an undertaker owning and operating only one funeral car will be allowed to wash his car on the employer's time only where no washer is employed.

ART. 8. In hiring occasional chauffeurs for funeral work they shall receive 30 per cent on the dollar of the gross money earned by them for their employer; no funeral trip shall be made for less than \$3.60; 30 per cent on the dollar on all other work.

ART. 10. Where an undertaker has no steady man employed from Local No. 405 and said undertaker has a funeral he must call on Local No. 405 for a man to assist him and pay said man \$4.50 for each funeral; said chauffeur must be on the extra list of Local No. 405 and must be hired through Local No. 405 headquarters. This article does not apply to what is known as shipping cases, where the undertaker does not furnish a casket or burial receptacle.

ART. 11. Where an undertaker has a funeral of a charitable nature, or a child not requiring the use of a hearse, said undertaker will not be required to hire a man from Local No. 405.

ART. 12. Any undertaker, liveryman, or garage owner must give steady employment to one man for every two autos. All outside boxes, vaults, or cases and flowers may be delivered by any employee of the undertaking firm having in charge the funeral of any person, and said Local No. 405 hereby waives all claim for employment on what is commonly known as a flower wagon.

ART. 13. Employers to furnish all uniforms for chauffeurs with "union" label.

ART. 19. To demand union chauffeurs on hiring autos from other firms.

ART. 21. The first car of every funeral line-up carrying passengers must be driven by a member of Local No. 405 or the undertaker in charge, should he be driving a vehicle.

ART. 24. Members of Local No. 405 will not be allowed to haul passengers known to be strike breakers to or from a place that is on strike or that is under police protection.

ART. 25. (a) Both parties hereto agree that any differences arising between them which is not specified in this contract and can not be adjusted by themselves shall be submitted to a committee of five persons, two employers, two members of Local No. 405, and the fifth a disinterested party to be selected by the other four members of the committee. Said five shall constitute a committee for adjustment of differences, and their decision in the adjustment of differences shall be final and binding on both parties hereto; there shall be no lockout or strike while differences are before the committee for adjustment, but decision must be rendered within 10 days.

(b) It is further agreed that an undertaking company can designate one member of said company to drive and said member may be permitted to drive any vehicle owned by said firm in any funeral procession conducted by said firm at any time, subject, however, that a change can be made in the naming of such designated person any time by telephone message to Local No. 405 headquarters.

### TELEGRAPHERS, COMMERCIAL

The Commercial Telegraphers' Union of America embraces all branches of the telegraph service, except that on railroads, and makes agreements with the various presses. Extracts from the three-year agreement with the United Press, International News Service, August 8, 1924, were printed in Bulletin No. 393 (pp. 122, 123.)

### TELEPHONE OPERATORS

The telephone operators form a group or department in the International Brotherhood of Electrical Workers. Wages vary with the length of service. The following extracts are from the agreement of Local 78-A with the Kinloch-Bloomington Telephone Co., of Bloomington, Ill., July 28, 1925:

1. Effective September 1, 1925, the Kinloch-Bloomington Telephone Co., party of the first part, agrees to pay its operating employees, party of the second part, the following schedule of wages, to wit:

Local Operators. One to 3 months, \$9.50; 4 to 6 months, \$10; 7 to 9 months, \$11; 10 to 12 months, \$11.50; 13 to 18 months, \$12.50; 19 to 24 months, \$14; 25 to 30 months, \$15; 31 to 36 months, \$16; 37 to 42 months, \$17; 43 to 48 months, \$18; 49 months and over, \$19.

Supervisors shall on assignment be paid \$23. At the end of 6 months they shall receive \$23.50 and at the end of 1 year and thereafter \$24.

1. Operators becoming trouble clerks, chief operators' clerks, information operators, P. B. X., or long-distance operators shall be paid a differential of \$3 per week.

2. Employees working Sundays will have a day off without pay and will be paid time and one-half for time worked on Sunday.

Holidays, double time.

Overtime, time and one-half.

Differentials, after 7 p. m. \$1 per week; before 7 a. m. \$1 per week; all night, \$2 per week.

3. (a) Eight hours shall constitute a full day's work. All time worked in excess of eight hours shall be considered as overtime and paid for at the rate of time and one-half.

(d) All operators shall be relieved for a period of 20 minutes twice daily, \* \* \* and supervisors 30 minutes twice daily.

(e) In the assignment of working hours operators senior in point of service shall be given the privilege of working regular day shifts.

(f) Operators senior in point of service shall be given the privilege of becoming supervisors, information, trouble clerks, chief operators' clerks, long distance, and P. B. X.

4. Reemployed operators shall be credited for salary purposes with two-thirds of their last continuous employment period.

5. All operators shall have every other Sunday off, for which no deduction will be made from their weekly pay. All time worked in excess of the regular Sunday shift shall be considered as overtime and paid for at double time.

6. All operators shall work, so far as possible, \* \* \* four hours on legal holidays. \* \* \* All time worked on said holidays shall be paid for at the rate of double time.

7. All operators having been in the employ of the Kinloch-Bloomington Telephone Co. for a period of one year shall be granted a vacation of one week in each year, with full pay, and any operator having been in the employ of said company for two or more years shall be granted a two weeks' vacation, with full pay.

8. All operators having been in the employ of the Kinloch-Bloomington Telephone Co. for a period of six months shall be granted a vacation of three days, with full pay.

12. For the carrying on of all mutual relations between the company and its operating employees the company agrees to recognize the adjustment board of Local 78-A as the authorized spokesman and representative of the operating employees. The adjustment board shall meet regularly with such official or officials as the company shall designate to represent it. The adjustment board shall be empowered to deal with all questions affecting the operating force, either the individual members or the force as a whole, and all decisions reached in conference between the adjustment board and the company shall be binding on all parties concerned. The adjustment board agrees to cooperate with the company on all matters of discipline, of good attendance, and of operating efficiency, and commits all the resources of the organization to preserving the highest standards of service.

13. The company agrees to give good and sufficient reason for the discharge of any member of the operators' union.

14. The party of the first part hereby agrees to hire only members of Local Union No. 78-A of the T. O. D. of the I. B. E. W., or those who agree to become members of the Local Union 78-A within 15 days from date of their employment. The expulsion of any member of Local Union No. 78-A or their refusal to become members shall be deemed sufficient cause for the immediate discharge of such persons.

15. No operator shall be held responsible for monetary shortages at pay-station telephones.

## THEATRICAL STAGE EMPLOYEES

The International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada is formed of locals of the two above-named crafts. Extracts from several of their agreements were printed in Bulletin No. 393 (pp. 123-125).

## UPHOLSTERERS

The Upholsterers' International Union of North America comprises upholsterers of all kinds of furniture, vehicles, and cushions, hangers of draperies, curtains, window shades, and awnings, linoleum and carpet cutters and layers, mattress and box-spring makers, and the like. Generally all are grouped into one union, though in a few cities the individual branches are separately grouped. The agreements are



generally with individual proprietors, call for a union shop, 44-hour week, and an overtime rate. The following provisions are from the agreement of Carpet Upholsterers' and Linoleum Layers' Local No. 85, Washington, D. C., September 1, 1925:

2. No member shall be subject to a decrease on account of minimum scale adopted by this union.

3. All work done before 8 a. m. and after 4.30 p. m. shall be paid at the rate of time and half.

4. All work on floor coverings, new or old, shall be done by members of the Carpet Upholsterers' Union of the Upholsterers' International Union of North America.

5. All work which consists of measuring, cutting, fitting, and laying of carpets, oilcloth, linoleum, matting, linen, lino-tile, rubber tile, etc., taking up of carpets and other floor coverings, drilling of holes for sockets and pins, and fitting of all devices for the attachment of carpet or other floor coverings, the laying of all floor coverings, shall be classified as carpet upholsterers' work.

6. All carpet measurers, cutters and layers employed by this firm shall be members of the Carpet Upholsterers' Union Local No. 85.

7. One apprentice to a shop for the first two steady journeymen and one additional apprentice for each five additional steady journeymen.

All apprentices shall be required to serve four years at the trade before graduating as a journeyman of the craft.

8. All extra time spent in traveling before 8 a. m. and after 4.30 p. m. shall be paid at the rate of time and half time, except when members are required to travel at night, when they shall be furnished with meals and sleeping accommodations.

Members traveling Sundays and holidays shall be paid at the rate of double time.

### WALL-PAPER CRAFTS

The agreements made by the Wall-Paper Crafts are international only. Extracts from those made for three years in 1923 were printed in Bulletin No. 393 (pp. 126-128).

## SERIES OF BULLETINS PUBLISHED BY THE BUREAU OF LABOR STATISTICS

*The publication of the annual and special reports and of the bimonthly bulletin was discontinued in July, 1912, and since that time a bulletin has been published at irregular intervals. Each number contains matter devoted to one of a series of general subjects. These bulletins are numbered consecutively, beginning with No. 101, and up to No. 236 they also carry consecutive numbers under each series. Beginning with No. 237 the serial numbering has been discontinued. Under each series is grouped all the bulletins which contain material relating to the subject matter of that series. A list of the reports and bulletins of the Bureau issued prior to July 1, 1912, will be furnished on application. The bulletins marked thus \* are out of print.*

### Wholesale Prices.

- \*Bul. 114. Wholesale prices, 1890 to 1912.
- Bul. 149. Wholesale prices, 1890 to 1913.
- \*Bul. 173. Index numbers of wholesale prices in the United States and foreign countries.
- \*Bul. 181. Wholesale prices, 1890 to 1914.
- \*Bul. 200. Wholesale prices, 1890 to 1915.
- \*Bul. 226. Wholesale prices, 1890 to 1916.
- Bul. 269. Wholesale prices, 1890 to 1919.
- Bul. 284. Index numbers of wholesale prices in the United States and foreign countries. [Revision of Bulletin No. 173.]
- Bul. 296. Wholesale prices, 1890 to 1920.
- Bul. 320. Wholesale prices, 1890 to 1921.
- Bul. 335. Wholesale prices, 1890 to 1922.
- Bul. 367. Wholesale prices, 1890 to 1923.
- Bul. 390. Wholesale prices, 1890 to 1924.
- Bul. 415. Wholesale prices, 1890 to 1925. [In press.]

### Retail Prices and Cost of Living.

- \*Bul. 105. Retail prices, 1890 to 1911: Part I.  
Retail prices, 1890 to 1911: Part II—General tables.
- \*Bul. 106. Retail prices, 1890 to June, 1912: Part I.  
Retail prices, 1890 to June, 1912: Part II—General tables.
- Bul. 108. Retail prices, 1890 to August, 1912.
- Bul. 110. Retail prices, 1890 to October, 1912.
- Bul. 113. Retail prices, 1890 to December, 1912.
- Bul. 115. Retail prices, 1890 to February, 1913.
- \*Bul. 121. Sugar prices, from refiner to consumer.
- Bul. 125. Retail prices, 1890 to April, 1913.
- \*Bul. 130. Wheat and flour prices, from farmer to consumer.
- Bul. 132. Retail prices, 1890 to June, 1913.
- Bul. 136. Retail prices, 1890 to August, 1913.
- \*Bul. 138. Retail prices, 1890 to October, 1913.
- \*Bul. 140. Retail prices, 1890 to December, 1913.
- Bul. 156. Retail prices, 1907 to December, 1914.
- Bul. 164. Butter prices, from producer to consumer.
- Bul. 170. Foreign food prices as affected by the war.
- \*Bul. 184. Retail prices, 1907 to June, 1915.
- Bul. 197. Retail prices, 1907 to December, 1915.
- Bul. 228. Retail prices, 1907 to December, 1916.
- Bul. 270. Retail prices, 1913 to December, 1919.
- Bul. 300. Retail prices, 1913 to December, 1920.
- Bul. 315. Retail prices, 1913 to December, 1921.
- Bul. 334. Retail prices, 1913 to December, 1922.
- Bul. 357. Cost of living in the United States.
- Bul. 366. Retail prices, 1913 to December, 1923.
- Bul. 369. The use of cost-of-living figures in wage adjustments.
- Bul. 396. Retail prices, 1890 to 1924.
- Bul. 418. Retail prices, 1890 to 1925. [In press.]

### Wages and Hours of Labor.

- Bul. 116. Hours, earnings, and duration of employment of wage-earning women in selected industries in the District of Columbia.
- \*Bul. 118. Ten-hour maximum working day for women and young persons.
- Bul. 119. Working hours of women in the pea canneries of Wisconsin.
- \*Bul. 128. Wages and hours of labor in the cotton, woolen, and silk industries, 1890 to 1912.

**Wages and Hours of Labor—Continued.**

- \*Bul. 129. Wages and hours of labor in the lumber, millwork, and furniture industries, 1890 to 1912.
- \*Bul. 131. Union scale of wages and hours of labor, 1907 to 1912.
- \*Bul. 134. Wages and hours of labor in the boot and shoe and hosiery and knit goods industries, 1890 to 1912.
- \*Bul. 135. Wages and hours of labor in the cigar and clothing industries, 1911 and 1912.
- Bul. 137. Wages and hours of labor in the building and repairing of steam railroad cars, 1890 to 1912.
- Bul. 143. Union scale of wages and hours of labor, May 15, 1913.
- \*Bul. 146. Wages and regularity of employment and standardization of piece rates in the dress and waist industry of New York City.
- \*Bul. 147. Wages and regularity of employment in the cloak, suit, and skirt industry.
- \*Bul. 150. Wages and hours of labor in the cotton, woolen, and silk industries, 1907 to 1913.
- \*Bul. 151. Wages and hours of labor in the iron and steel industry in the United States, 1907 to 1912.
- Bul. 153. Wages and hours of labor in the lumber, millwork, and furniture industries, 1907 to 1913.
- \*Bul. 154. Wages and hours of labor in the boot and shoe and hosiery and underwear industries, 1907 to 1913.
- Bul. 160. Hours, earnings, and conditions of labor of women in Indiana mercantile establishments and garment factories.
- Bul. 161. Wages and hours of labor in the clothing and cigar industries, 1911 to 1913.
- Bul. 163. Wages and hours of labor in the building and repairing of steam railroad cars, 1907 to 1913.
- Bul. 168. Wages and hours of labor in the iron and steel industry, 1907 to 1913.
- \*Bul. 171. Union scale of wages and hours of labor, May 1, 1914.
- Bul. 177. Wages and hours of labor in the hosiery and underwear industry, 1907 to 1914.
- Bul. 178. Wages and hours of labor in the boot and shoe industry, 1907 to 1914.
- \*Bul. 187. Wages and hours of labor in the men's clothing industry, 1911 to 1914.
- \*Bul. 190. Wages and hours of labor in the cotton, woolen, and silk industries, 1907 to 1914.
- \*Bul. 194. Union scale of wages and hours of labor, May 1, 1915.
- Bul. 204. Street railway employment in the United States.
- Bul. 214. Union scale of wages and hours of labor, May 15, 1916.
- Bul. 218. Wages and hours of labor in the iron and steel industry, 1907 to 1915.
- Bul. 221. Hours, fatigue, and health in British munitions factories.
- Bul. 225. Wages and hours of labor in the lumber, millwork, and furniture industries, 1915.
- Bul. 232. Wages and hours of labor in the boot and shoe industry, 1907 to 1916.
- Bul. 238. Wages and hours of labor in woolen and worsted goods manufacturing, 1916.
- Bul. 239. Wages and hours of labor in cotton goods manufacturing and finishing, 1916.
- Bul. 245. Union scale of wages and hours of labor, May 15, 1917.
- Bul. 252. Wages and hours of labor in the slaughtering and meat-packing industry, 1917.
- Bul. 259. Union scale of wages and hours of labor, May 15, 1918.
- Bul. 260. Wages and hours of labor in the boot and shoe industry, 1907 to 1918.
- Bul. 261. Wages and hours of labor in woolen and worsted goods manufacturing, 1918.
- Bul. 262. Wages and hours of labor in cotton goods manufacturing and finishing, 1918.
- Bul. 265. Industrial survey in selected industries in the United States, 1919. Preliminary report.
- \*Bul. 274. Union scale of wages and hours of labor, May 15, 1919.
- Bul. 278. Wages and hours of labor in the boot and shoe industry, 1907 to 1920.
- Bul. 279. Hours and earnings in anthracite and bituminous coal mining: Anthracite, 1919 and 1920; bituminous, 1920.
- Bul. 286. Union scale of wages and hours of labor, May 15, 1920.
- Bul. 288. Wages and hours of labor in cotton goods manufacturing, 1920.
- Bul. 289. Wages and hours of labor in woolen and worsted goods manufacturing, 1920.
- Bul. 294. Wages and hours of labor in the slaughtering and meat-packing industry in 1921.
- Bul. 297. Wages and hours of labor in the petroleum industry, 1920.
- Bul. 302. Union scale of wages and hours of labor, May 15, 1921.
- Bul. 305. Wages and hours of labor in the iron and steel industry, 1907 to 1920.
- Bul. 310. Hours and earnings in anthracite and bituminous coal mining: Anthracite, January, 1922; bituminous, winter of 1921-22.
- Bul. 317. Wages and hours of labor in lumber manufacturing, 1921.
- Bul. 324. Wages and hours of labor in the boot and shoe industry, 1907 to 1922.
- Bul. 325. Union scale of wages and hours of labor, May 15, 1922.
- Bul. 327. Wages and hours of labor in woolen and worsted goods manufacturing, 1922.
- Bul. 328. Wages and hours of labor in hosiery and underwear industry, 1922.
- Bul. 329. Wages and hours of labor in the men's clothing industry, 1922.
- Bul. 345. Wages and hours of labor in cotton goods manufacturing, 1922.
- Bul. 348. Wages and hours of labor in the automobile industry, 1922.
- Bul. 353. Wages and hours of labor in the iron and steel industry, 1907 to 1922.
- Bul. 354. Union scale of wages and hours of labor, May 15, 1923.
- Bul. 356. Productivity costs in the common-brick industry.
- Bul. 358. Wages and hours of labor in the automobile-tire industry, 1923.
- Bul. 360. Time and labor costs in manufacturing 100 pairs of shoes.

### Wages and Hours of Labor—Continued.

- Bul. 362. Wages and hours of labor in foundries and machine shops, 1923.
- Bul. 363. Wages and hours of labor in lumber manufacturing, 1923.
- Bul. 365. Wages and hours of labor in the paper and pulp industry.
- Bul. 371. Wages and hours of labor in cotton goods manufacturing, 1924.
- Bul. 373. Wages and hours of labor in the slaughtering and meat packing industry, 1923.
- Bul. 374. Wages and hours of labor in the boot and shoe industry, 1907 to 1924.
- Bul. 376. Wages and hours of labor in the hosiery and underwear industry, 1907 to 1924.
- Bul. 377. Wages and hours of labor in woolen and worsted goods manufacturing, 1924.
- Bul. 381. Wages and hours of labor in the iron and steel industry, 1907 to 1924.
- Bul. 387. Wages and hours of labor in the men's clothing industry.
- Bul. 388. Union scale of wages and hours of labor, May 15, 1924.
- Bul. 394. Wages and hours of labor in metalliferous mines, 1924.
- Bul. 404. Union scale of wages and hours of labor, May 15, 1925. [In press.]
- Bul. 407. Wages and hours, and labor cost of production in the paper box-board industry, 1925.
- Bul. 412. Wages, hours, and productivity in the pottery industry, 1925. [In press.]
- Bul. 413. Wages and hours of labor in the lumber industry in the United States, 1925. [In press.]
- Bul. 416. Hours and earnings in anthracite and bituminous coal mining, 1922 and 1924. [In press.]

### Employment and Unemployment.

- \*Bul. 109. Statistics of unemployment and the work of employment offices in the United States.
- Bul. 116. Hours, earnings, and duration of employment of wage-earning women in selected industries in the District of Columbia.
- Bul. 172. Unemployment in New York City, N. Y.
- \*Bul. 182. Unemployment among women in department and other retail stores of Boston, Mass.
- \*Bul. 183. Regularity of employment in the women's ready-to-wear garment industries.
- Bul. 192. Proceedings of the American Association of Public Employment Offices.
- \*Bul. 195. Unemployment in the United States.
- Bul. 196. Proceedings of the Employment Managers' Conference, held at Minneapolis, Minn., January, 1916.
- \*Bul. 202. Proceedings of the conference of Employment Managers' Association of Boston, Mass., held May 10, 1916.
- Bul. 206. The British system of labor exchanges.
- Bul. 220. Proceedings of the Fourth Annual Meeting of the American Association of Public Employment Offices, Buffalo, N. Y., July 20 and 21, 1916.
- Bul. 223. Employment of women and juveniles in Great Britain during the war.
- \*Bul. 227. Proceedings of the Employment Managers' Conference, Philadelphia, Pa., April 2 and 3, 1917.
- Bul. 235. Employment system of the Lake Carriers' Association.
- \*Bul. 241. Public employment offices in the United States.
- Bul. 247. Proceedings of Employment Managers' Conference, Rochester, N. Y., May 9-11, 1918.
- Bul. 310. Industrial unemployment: A statistical study of its extent and causes.
- Bul. 311. Proceedings of the Ninth Annual Meeting of the International Association of Public Employment Services, held at Buffalo, N. Y., September 7-9, 1921.
- Bul. 337. Proceedings of the Tenth Annual Meeting of the International Association of Public Employment Services, held at Washington, D. C., September 11-13, 1922.
- Bul. 355. Proceedings of the Eleventh Annual Meeting of the International Association of Public Employment Services, held at Toronto, Canada, September 4-7, 1923.
- Bul. 400. Proceedings of the Twelfth Annual Meeting of the International Association of Public Employment Services, held at Chicago, Ill., May 19-23, 1924.
- Bul. 409. Unemployment in Columbus, Ohio, 1921 to 1925. [In press.]
- Bul. 414. Proceedings of the Thirteenth Annual Meeting of the International Association of Public Employment Services, held at Rochester, N. Y., September 15-17, 1925. [In press.]

### Women in Industry.

- Bul. 116. Hours, earnings, and duration of employment of wage-earning women in selected industries in the District of Columbia.
- \*Bul. 117. Prohibition of night work of young persons.
- \*Bul. 118. Ten-hour maximum working-day for women and young persons.
- Bul. 119. Working hours of women in the pea canneries of Wisconsin.
- \*Bul. 122. Employment of women in power laundries in Milwaukee.
- Bul. 160. Hours, earnings, and conditions of labor of women in Indiana mercantile establishments and garment factories.
- \*Bul. 167. Minimum-wage legislation in the United States and foreign countries.
- \*Bul. 175. Summary of the report on condition of woman and child wage earners in the United States.
- \*Bul. 176. Effect of minimum-wage determinations in Oregon.
- \*Bul. 180. The boot and shoe industry in Massachusetts as a vocation for women.
- \*Bul. 182. Unemployment among women in department and other retail stores of Boston, Mass.
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- Bul. 215. Industrial experience of trade-school girls in Massachusetts.
- \*Bul. 217. Effect of workmen's compensation laws in diminishing the necessity of industrial employment of women and children.
- Bul. 223. Employment of women and juveniles in Great Britain during the war.
- Bul. 253. Women in the lead industries.

### Workmen's Insurance and Compensation (including laws relating thereto).

- \*Bul. 101. Care of tuberculous wage earners in Germany.
- \*Bul. 102. British national insurance act, 1911.
- Bul. 103. Sickness and accident insurance law of Switzerland.
- Bul. 107. Law relating to insurance of salaried employees in Germany.
- \*Bul. 126. Workmen's compensation laws of the United States and foreign countries.
- \*Bul. 155. Compensation for accidents to employees of the United States.
- \*Bul. 185. Compensation legislation of 1914 and 1915.
- \*Bul. 203. Workmen's compensation laws of the United States and foreign countries, 1916.
- Bul. 210. Proceedings of the Third Annual Meeting of the International Association of Industrial Accident Boards and Commissions, held at Columbus, Ohio, April 25-28, 1916.
- Bul. 212. Proceedings of the conference on social insurance called by the International Association of Industrial Accident Boards and Commissions, Washington, D. C., December 5-9, 1916.
- \*Bul. 217. Effect of workmen's compensation laws in diminishing the necessity of industrial employment of women and children.
- \*Bul. 240. Comparison of workmen's compensation laws of the United States up to December 31, 1917.
- Bul. 243. Workmen's compensation legislation in the United States and foreign countries, 1917 and 1918.
- Bul. 248. Proceedings of the Fourth Annual Meeting of the International Association of Industrial Accident Boards and Commissions, held at Boston, Mass., August 21-25, 1917.
- Bul. 264. Proceedings of the Fifth Annual Meeting of the International Association of Industrial Accident Boards and Commissions, held at Madison, Wis., September 24-27, 1918.
- Bul. 272. Workmen's compensation legislation of the United States and Canada, 1919.
- \*Bul. 273. Proceedings of the Sixth Annual Meeting of the International Association of Industrial Accident Boards and Commissions, held at Toronto, Canada, September 23-26, 1919.
- Bul. 275. Comparison of workmen's compensation laws of the United States and Canada up to January, 1920.
- Bul. 281. Proceedings of the Seventh Annual Meeting of the International Association of Industrial Accident Boards and Commissions, held at San Francisco, Calif., September 20-24, 1920.
- Bul. 301. Comparison of workmen's compensation laws of the United States and Canada, 1920 to 1922.
- Bul. 304. Proceedings of the Eighth Annual Meeting of the International Association of Industrial Accident Boards and Commissions, held at Chicago, Ill., September 19-23, 1921.
- Bul. 312. National health insurance in Great Britain, 1911 to 1920.
- Bul. 332. Workmen's compensation legislation of the United States and Canada, 1920 to 1922.
- Bul. 333. Proceedings of the Ninth Annual Meeting of the International Association of Industrial Accident Boards and Commissions, held at Baltimore, Md., October 9-13, 1922.
- Bul. 359. Proceedings of the Tenth Annual Meeting of the International Association of Industrial Accident Boards and Commissions, held at St. Paul, Minn., September 24-26, 1923.
- Bul. 379. Comparison of workmen's compensation laws of the United States as of January 1, 1925.
- Bul. 385. Proceedings of the Eleventh Annual Meeting of the International Association of Industrial Accident Boards and Commissions, held at Halifax, Nova Scotia, August 26-28, 1924.
- Bul. 395. Index to proceedings of International Association of Industrial Accident Boards and Commissions, 1914-1924.
- Bul. 406. Proceedings of the Twelfth Annual Meeting of the International Association of Industrial Accident Boards and Commissions, held at Salt Lake City, Utah, August 17-20, 1925.

### Industrial Accidents and Hygiene.

- \*Bul. 104. Lead poisoning in potteries, tile works, and porcelain enameled sanitary ware factories.
- Bul. 120. Hygiene of the painters' trade.
- \*Bul. 127. Dangers to workers from dust and fumes, and methods of protection.
- \*Bul. 141. Lead poisoning in the smelting and refining of lead.
- \*Bul. 157. Industrial accident statistics.
- \*Bul. 185. Lead poisoning in the manufacture of storage batteries.
- \*Bul. 179. Industrial poisons used in the rubber industry.
- Bul. 188. Report of British departmental committee on the danger in the use of lead in the painting of buildings.
- \*Bul. 201. Report of committee on statistics and compensation insurance cost of the International Association of Industrial Accident Boards and Commissions. [Limited edition.]
- Bul. 205. Anthrax as an occupational disease.
- \*Bul. 207. Causes of death by occupation.
- \*Bul. 209. Hygiene of the printing trades.
- \*Bul. 216. Accidents and accident prevention in machine building.
- Bul. 219. Industrial poisons used or produced in the manufacture of explosives.

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- Bul. 221. Hours, fatigue, and health in British munition factories.
- Bul. 230. Industrial efficiency and fatigue in British munition factories.
- \*Bul. 231. Mortality from respiratory diseases in dusty trades (inorganic dusts).
- \*Bul. 234. Safety movement in the iron and steel industry, 1907 to 1917.
- Bul. 236. Effect of the air hammer on the hands of stonecutters.
- Bul. 251. Preventable death in the cotton manufacturing industry.
- Bul. 253. Women in the lead industries.
- Bul. 256. Accidents and accident prevention in machine building. [Revision of Bulletin No. 216.]
- Bul. 267. Anthrax as an occupational disease. [Revised.]
- Bul. 276. Standardization of industrial accident statistics.
- Bul. 280. Industrial poisoning in making coal-tar dyes and dye intermediates.
- Bul. 291. Carbon monoxide poisoning.
- Bul. 293. The problem of dust phthisis in the granite-stone industry.
- Bul. 298. Causes and prevention of accidents in the iron and steel industry, 1910 to 1919.
- Bul. 306. Occupation hazards and diagnostic signs. A guide to impairment to be looked for in hazardous occupations.
- Bul. 339. Statistics of industrial accidents in the United States.
- Bul. 392. Survey of hygienic conditions in the printing trades.
- Bul. 405. Phosphorus necrosis in the manufacture of fireworks and in the preparation of phosphorus.

### **Conciliation and Arbitration (including strikes and lockouts).**

- \*Bul. 124. Conciliation and arbitration in the building trades of Greater New York.
- \*Bul. 133. Report of the industrial council of the British Board of Trade on its inquiry into industrial agreements.
- \*Bul. 139. Michigan copper district strike.
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## Description of occupations, prepared for the United States Employment Service, 1918-19.

- \*Boots and shoes, harness and saddlery, and tanning.
- \*Cane-sugar refining and flour milling.
- Coal and water gas, paint and varnish, paper, printing trades, and rubber goods.
- \*Electrical manufacturing, distribution, and maintenance.
- Glass.
- Hotels and restaurants.
- \*Logging camps and sawmills.
- \*Medicinal manufacturing.
- Metal working, building and general construction, railroad transportation, and shipbuilding.
- \*Mines and mining.
- \*Office employees.
- \*Slaughtering and meat packing.
- Street railways.
- \*Textiles and clothing.
- Water transportation.