5798

57TH CONGRESS, 1st Session. HOUSE OF REPRESENTATIVES. DOCUMENT No. 177.

REPORT

OF THE

INDUSTRIAL COMMISSION

ON THE

CHICAGO LABOR DISPUTES OF 1900

WITH ESPECIAL REFERENCE TO

THE DISPUTES IN THE BUILDING AND MACHINERY TRADES.

VOLUME VIII

OF THE COMMISSION'S REPORTS.

WASHINGTON:
GOVERNMENT PRINTING OFFICE.
1901.

MEMBERS OF THE INDUSTRIAL COMMISSION.

Mr. ALBERT CLARKE, *Chairman.*

Senator BOIES PENROSE.
Senator STEPHEN R. MALLORY.
Senator JOHN W. DANIEL.
Senator THOMAS R. BARD.
Representative JOHN J. GARDNER.
Representative L. F. LIVINGSTON.
Representative JOHN C. BELL.
Representative THEOBALD OTJEN.
Mr. WILLIAM LORIMER.
Mr. ANDREW L. HARRIS.
Mr. JOHN M. FARQUHAR.
Mr. EUGENE D. CONGER.
Mr. THOMAS W. PHILLIPS.
Mr. CHARLES J. HARRIS.
Mr. JOHN L. KENNEDY.
Mr. CHARLES H. LITCHMAN.
Mr. D. A. TOMPKINS.

E. DANA DURAND, *Secretary.*

[Extract from act of Congress of June 18, 1898, defining the duties of the Industrial Commission and showing the scope of its inquiries.]

SEC. 2. That it shall be the duty of this commission to investigate questions pertaining to immigration, to labor, to agriculture, to manufacturing, and to business, and to report to Congress and to suggest such legislation as it may deem best upon these subjects.

SEC. 3. That it shall furnish such information and suggest such laws as may be made a basis for uniform legislation by the various States of the Union, in order to harmonize conflicting interests and to be equitable to the laborer, the employer, the producer, and the consumer.

LETTER OF TRANSMITTAL.

OFFICE OF THE INDUSTRIAL COMMISSION,
Washington, D. C., December 5, 1901.

TO THE FIFTY-SEVENTH CONGRESS:

I have the honor to transmit herewith, on behalf of the Industrial Commission, a report to Congress on the subject of the Chicago labor disputes of 1900, with especial reference to the disputes in the building and machinery trades. This report is prepared in conformity with an act of Congress of June 18, 1898. It contains testimony showing the history, causes, and results of the two great labor disputes in Chicago, together with a review and a digest of the evidence.

Respectfully,

ALBERT CLARKE,
Chairman.

REVIEW OF EVIDENCE.

INTRODUCTION.

A special subcommission of the Industrial Commission went to Chicago in March, 1900, and took the testimony of a large number of witnesses, chiefly concerning the great disputes in the building trades and the machine shops which were then in force there. Representatives of both employers and employees were heard, and also a number of witnesses who were neither employers nor employees. The strike of the machinists was settled in May, 1900, and two witnesses, representing the employers and employees respectively, gave testimony at Washington soon after regarding the conditions of the settlement. The building trades lockout was much more prolonged, but was practically ended by an agreement between the contractors and the carpenters' unions in February, 1901. At that time a representative of the contractors gave evidence in Washington, and Professor Taylor, of the Chicago Commons, who had been active in attempts to bring about a settlement of the dispute, also appeared as a witness. The representatives of the employees at this time declined to present further evidence.

The testimony herewith presented gives a detailed picture of the conditions and differences leading to the two great disputes, the policies and practices of the organizations of workingmen and of employers in Chicago, the methods of both parties during the disputes, the negotiations for settlement, and the final outcome. It must be remembered in reading the testimony, as well as the review of evidence and the digest, that most of the witnesses testified during the existence of the strikes. Later events would, of course, have modified their statements materially. In the digest of testimony these statements of witnesses are mostly summarized in the present tense.

A small amount of testimony was also taken by the subcommission at Chicago concerning the lockout of the journeymen tailors then in force, concerning the conditions of labor in the clothing trades, and concerning more general matters. Such of these statements as appear of sufficient importance are summarized in the following review, while the others are covered by the digest of testimony.

INAUGURATION AND CAUSES OF MACHINISTS' STRIKE.

It appears from the testimony that in January, 1900, the officers of the Chicago local lodge of the International Association of Machinists asked the machinery manufacturers to meet the representatives of the association, to discuss an agreement as to wages, hours, and conditions of labor generally. On the date fixed for this meeting few of the manufacturers appeared. One witness asserts that this was not due to any desire to disregard the request of their employees, but rather to unwillingness to deal with business agents with whom they were unacquainted. Another manufacturer, however, thinks that the employers were at fault in disregarding these first demands.[1]

[1] Reid, p. 178; Chalmers, p. 6; Webster, p. 145.

About March 1, 1900, a form of written contract was drawn up by the association of machinists and presented to the various machinery manufacturers. Most of them refused to sign the agreement, whereupon the employees of all but one or two of those who refused struck, and at the time when the first testimony before the commission was given, in the latter part of March, almost none of the strikers had returned to work. The total number of machinists on strike was estimated at about 6,000. Members of several other organizations represented in the machine shops also struck. A few of the establishments were able to continue working with their old nonunion employees, and with others obtained after the strike, but most of them either closed or worked on a very limited scale. The manufacturers claimed that the strike was destroying all prospects for a prosperous year in the machinery trade of Chicago.[1]

It was claimed by two or three witnesses that at the beginning of the strike not more than a third or a half of the machinists were members of the union, but that pressure was brought to bear to compel the others to join the union or to strike, which many did against their inclination.[2]

DISCUSSION OF DEMANDS OF MACHINISTS.

The chief demands included in the proposed contract were: Recognition of the union; a minimum rate of wages; payment of overtime at one and one-half times the regular rate, and on Sundays and holidays and after midnight at double rates; the 9-hour day; limitation of apprentices in the proportion of not more than 1 to 5 machinists, with a 4 years' term; arbitration of difficulties which could not be settled by conference.[3]

The most important demand of the machinists' union, according to several employers, was that only members of the union in good standing should be employed to do machinists' and die and tool work. These employers stated, with practical unanimity, that they have no objection to dealing with the representatives of their men, and most of them are willing to deal with the officers of the unions. They admitted the necessity of proper representation of their employees. They declared, however, that they would not surrender their independence and would not do an injustice to many of their old employees by agreeing to employ only union men. They all agreed in asserting that this demand was unjust and selfish. They were unwilling, also, to allow the union to interfere with the discharging of union members.[4]

Mr. Reid, national organizer of the International Association of Machinists, said that that organization believes that exclusive employment of union members tends to produce harmony and faithful service and to prevent strikes, and is, therefore, beneficial to employers. On the other hand, he asserted that the machinists did not insist absolutely on the exclusive employment of the members of the union, but that the manufacturers broke off negotiations before the willingness of the organization to make these concessions could be made known. He pointed to the fact that an agreement had been made with Siemens & Halske, in which the company agreed that it would give a shop committee of its employees 48 hours in which to furnish competent men for vacancies, after which time the company should have the right to hire union or nonunion men at pleasure. Mr. Reid said further that the organization had not interfered with the discharging of men unless it was obviously done on account of membership or activity in the union.[5]

---

[1] Reid, pp. 178, 187; Chalmers, pp. 6, 15; Webster, pp. 144, 147; Ryan, pp. 290-295; Gates, pp. 19, 20, 25; Board, pp. 39, 47; Walser, pp. 371, 374; Barton, pp. 296, 298; Rountree, pp. 28, 29, 32.

[2] Rountree, pp. 28, 29, 32; Board, pp. 39, 47; Walser, p. 374.

[3] Reid, pp. 178, 187.

[4] Webster, pp. 147, 148; Barton, pp. 299-301; Walser, p. 376; Chalmers, p. 6.

[5] Reid, pp. 179, 181, 188.

The proposed contract also demanded that the minimum rate of wages for skilled machinists should be 28 cents per hour, and for die and tool men 32½ cents per hour. Mr. Reid declares that these are very moderate rates in view of the high skill required, that there was no attempt to insist on a uniform rate of wages, and that the minimum fixed was practically no higher than the usual rate of wages previously paid to machinists in Chicago.[1] The most of the employers say, also, that their employees presented no real grievances as regards wages or hours, that in fact the minimum wage of skilled mechanics has been practically the same as that fixed in the proposed contract. They add that the regularity of work in the trade makes a rate of 25 or 30 cents per hour really a higher wage, taking the entire year into consideration, than is earned by the bricklayers, carpenters, etc.[2]

The machinists also demanded that the hours of labor be fixed at 9. Mr. Reid said that there was no desire to obtain 10 hours' pay for 9 hours' work; the wages demanded per hour were not greater than those already paid. He thinks that the work of machinists involves a severe mental strain, and that their physical and social welfare would be greatly increased by the reduction of hours.[3] Two or three employers also expressed themselves in favor of a reduction of hours in the machinery trade and generally. They thought that the improvements in machinery make it possible to reduce hours, and perhaps even necessary in order to prevent unemployment, and they believed that the superior efficiency of American workmen would enable them to compete successfully against European workmen having longer hours and lower wages.[4] Two or three other witnesses, however, declared that they could not afford to run 9 hours, leaving their expensive machinery idle one-tenth of its normal time, especially because their product comes into competition with that of Eastern manufacturers of machinery, where the prevailing hours are 10.[5]

There was practically no discussion as to the other demands of the union. One manufacturer says that there has been a tendency on the part of the organization to limit the amount of work which a man shall do, one rule in particular providing that no man should work more than one machine at a time.[6] Mr. Reid and Mr. Wilson, however, deny that the organization has ever attempted to limit the amount of work.[7]

NEGOTIATIONS FOR SETTLEMENT OF MACHINISTS' STRIKE

According to the testimony the negotiations which finally led up to the satisfactory settlement of the Chicago machinists' strike, in May, 1900, were very complicated. Shortly before the inauguration of the strike an organization of employers had been formed, taking its origin in New York City, and known as the National Metal Trades Association. Its chief purpose was to protect employers from unreasonable demands of employees. This organization had few members in Chicago. A local association of manufacturers was formed after the strike began, but, so the representatives of the machinists declare, this organization refused even to discuss the first clause of the contract proposed by the union, that regarding the recognition of the International Association of Machinists. Later, on March 17, the national officers of the Metal Trades Association met a committee of the International Association of Machinists and presented a plan for arbitration, since known as the "Chicago agreement." One clause of this

[1] Reid, pp. 179, 189-191.
[2] Chalmers, pp. 7, 8; Barton, pp. 296, 297; Rountree, pp. 29, 33; Board, pp. 372, 375; Ryan, p. 392.
[3] Pp. 179, 180.
[4] McGarry, pp. 308, 309; Ryan, p. 292; Webster, pp. 147, 148, 150; Barton, pp. 296, 301.
[5] Chalmers, p. 7; Walser, pp. 372, 376.
[6] Board, p. 47.
[7] P. 183.

agreement demanded that the existing strike should be declared off pending arbitration on the points at issue. The representatives of the machinists declare that they at that time refused to sign the agreement because the National Metal Trades Association embraced such a small proportion of the machinery manufacturers of Chicago, and the others would not be bound by any decision which the arbitrators might give. The machinists accordingly demanded that the employers should extend the scope of their organization. The representatives of the employers, on the other hand, assert that the reason for the failure to agree was the unwillingness of the strikers to settle the dispute with reference to the conditions of the trade in the entire country, and also the inability of the International Association of Machinists to control the local organization in Chicago; that the employers wished the machinists' association to show its strength by calling off the existing strike pending arbitration, but that the officers were unable to do it. These witnesses assert also that, owing to the competition which Chicago manufacturers encounter from those in other cities, it is essential that practically the same wages, hours, and other conditions of labor should prevail in Chicago as elsewhere, and that negotiations therefor must be carried on between national organizations and upon a national basis.[1]

About two weeks after the failure of the conference of March 17, the International Association of Machinists consented to the Chicago agreement, upon the promise of certain leading manufacturers that they would endeavor to influence the proposed arbitration committee to recognize certain principles. The strike was immediately declared off. In accordance with the provisions of the agreement, a joint arbitration committee was formed, consisting of the presidents of the respective organizations of employers and employees and of two other persons on each side appointed by them. This committee met in New York in the latter part of April, and after a conference of 8 days reached an agreement for settling the conditions of labor.

This agreement provides for the continuance of the system of joint arbitration already established. It does not prescribe the rate of wages, leaving that to local arrangement, but it defines a "competent machinist," and makes the employer the sole judge whether an employee conforms to the definition. This provision is considered of importance in view of the possible demand, especially by local unions, for a minimum rate of wages for competent machinists. The agreement further provides for special rates for overtime. It regulates the apprenticeship system in accordance with the rules of the machinists' association, one apprentice being allowed to every five journeymen. The most important provision is that by which the hours of labor per week are to be reduced from 60 to 57 after 6 months and to 54 after 12 months. It is further declared that employers shall make no discrimination between union and nonunion men, but that on the other hand they shall be allowed to employ either at will, and also that no restriction shall be put upon the amount or the methods of work.

Witnesses representing both the employers' organization and that of the employees express themselves as well satisfied with the terms of this agreement and with the friendly relationship which they believe will grow out of it. A representative of the employers, however, questions whether the rank and file of the machinists understand some of the concessions which they have made in the agreement, and consequently is uncertain as to the ability of the International Association of Machinists to compel all its members to live up to it.[2]

[1] Reid, pp. 181, 185; Chalmers, pp. 11, 13, 14; Webster, pp. 146-149; Walser, pp. 372, 376.
[2] Wilson, pp. 490-492; Devens, 504-512.

GENERAL HISTORY OF BUILDING TRADES DEADLOCK.[1]

It appears from the testimony that the Building Contractors' Council of Chicago published a statement in November, 1899, to the effect that certain rules of certain of the labor unions would not be recognized by the contractors after January 1, 1900. The evidence as to the existence and nature of these practices to which objection was made is summarized below, p. xv. By the intervention of Mr. Madden, a prominent material dealer, committees from the two sides were brought together in December, and agreed upon a settlement. This settlement was promptly ratified by the contractors' council. By the Building Trades Council, the central organization of the employees, it was referred to the constituent unions. The contractors believe that the trades council did not act in good faith; that its purpose was to secure delay, until the opening of the building season should place the contractors at a disadvantage. Some of the employers even suspect that a secret intimation was sent to the unions that the agreement should not be ratified. The representatives of the unions maintain that the trades council acted in entire good faith; that the reference to the constituent unions was required by its constitution and its rules; that the proceedings were hastened as much as possible, and that if the contractors had allowed the unions a few days more, the proposed agreement would have been ratified. It is stated that all the unions which voted on the question voted in the affirmative, and that any unions which should have failed to vote within the specified time would have been counted in the affirmative.

The contractors state that they did wait beyond the time which the labor representatives said at first would be necessary, and that a request for a specific settlement by a fixed date, 10 days from the date of the request, received no answer whatever.

Under these circumstances the contractors' council adopted a resolution, setting forth the wages which they were prepared to pay during the coming season, and the conditions under which they would conduct their business. The wages were in all cases the same which the union men had received during the previous year, except that time and one-half was to be universally allowed for overtime, for which several of the unions had had double pay. The hours of work were to be 8 with a Saturday half holiday during the summer months. Five grievances, which some or all of the contractors felt that they were justified in raising against the unions, were to be remedied. These were the limitation of the amount of a day's work, the restriction of the use of machinery, the forbidding of the use of nonunion-made material, the control of foremen by the unions, and dictation by the unions as to the hiring and discharging of men. It was announced that all who should work for the association contractors on and after February 5 should be considered as working under these rules. The representatives of the unions regard the adoption of these rules as a plain violation of several existing agreements between individual unions and their employers, and as constituting an unprovoked lockout of the union men. They are unwilling that the dispute should be considered a strike. On the other hand some employers assert that, under the circumstances, the term lockout, as implying an initiation of the dispute by employers, is scarcely just. The dispute is perhaps most generally considered a lockout.

The mayor of Chicago afterwards undertook to bring about an arbitration between the employers and the workmen. The workmen consented, but the employers refused, on the ground that one settlement by arbitration had already been made, and the workmen had then failed to ratify it and live up to it. The attitude of both parties toward arbitration, as stated at the time itself, is discussed in another paragraph.

[1] Falkenau, pp. 312-321; Woodbury, pp. 459, 460, 464; Gubbins, pp. 220-229, 240; Madden, pp. 109, 111.

On April 30, 1900, the building contractors' council issued another "ultimatum." In connection with it a proposed form for joint agreements, to be adopted by organizations of employers and employed in the respective trades, was drawn up. This contained practically the same provisions against the obnoxious rules of the labor organizations which had been demanded in the contractors' statement of November, 1899. In addition there was a provision that there should be no interference in the carrying out of the agreement on the part of any outside organization or person. Moreover, union men were to agree not to refuse to work because of the employment of nonunion men in their own trade or in other trades, on the same job or on other jobs. Finally, the contractors demanded that the various unions should withdraw from the building trades' council and should bind themselves not to join any similar organization in the future. It was made clear by the evidence before the Industrial Commission in March that the contractors had already at that time determined to break up the building trades council, and this intention was made manifest by the ultimatum of April 30, 1900.[1]

After the issue of this ultimatum there were other attempts at bringing about a peaceful settlement of the whole dispute by arbitration and conciliation, but the contractors insisted on all their demands and no agreement was reached. Thus, when in May, 1900, a committee was established by a convention of the trades unions of the city to cooperate with a committee of the Chicago real estate board, with Professor Taylor as its chairman, in an investigation as to the causes of the difficulty and an endeavor to bring about an agreement, the contractors refused to have anything to do with the movement. Later, in June, there was a conference of the representatives of the building contractors' council and of the building trades' council at which the matters in dispute were thoroughly discussed, but no agreement was reached.[2]

Owing to the great prolongation of the dispute in the building trades many union men left Chicago to obtain employment elsewhere.[3] Not a few men also withdrew from their unions, and some of these formed new labor unions and made agreements with the contractors. It is admitted, however, that these new unions were not generally recognized among workingmen as legitimate labor organizations.[4] Finally, all the bricklayers' unions withdrew from the building trades' council and made an agreement with the employers, June 27, 1900. This agreement followed quite closely the terms of the contractors' ultimatum of April 30, constituting practically a complete surrender on the part of the unions.[5] A representative of the contractors states that, on account of the importance of the bricklaying trade, the making of this agreement rendered it possible to resume building operations to a very considerable extent, the work of other trades being performed by nonunion men and, to some extent, by union men who worked either without the knowledge of their organizations or, in some instances, by their approval.[6]

Several other less important unions withdrew from the building trades council during the latter part of the year 1900 and made agreements with the contractors. In some of these agreements, however, the contractors receded from certain of their more extreme demands. Thus the agreement with the structural iron workers in October provided for withdrawal from the existing building trades council, but added that the union might become affiliated with a new central organization, provided only representatives of the mechanic trades actually employed in the construction of buildings should be admitted.[7]

---

[1] For copy of ultimatum see p. 563; also evidence of Mr. Miller, p. 517.
[2] Taylor, pp. 533-537.
[3] Taylor, p. 530.
[4] Miller, p. 522.
[5] For copy of this agreement see p. 525.
[6] Miller, pp. 517, 521.
[7] Taylor, p. 532; Miller, p. 517.

Finally, in February, 1901, the carpenters' executive council, representing the several carpenters' unions, made an agreement with the associations of master carpenters, and withdrew from the building trades council. This event virtually ended the effectual resistance of that organization, since only 6,480 members remained in the unions affiliated with the council, while the membership of the 13 unions which had withdrawn, at the time of their respective withdrawals, was 12,945.[1]

The carpenters' agreement,[2] which is perhaps likely to become a precedent for the regulation of the relations between employers and employees in various other Chicago building trades, marks a compromise between the demands of the contractors and the former rules and practices of the labor organizations. The contractors receded from their demand that there should be no central organization of the building trades' unions, the agreement containing the same provision as to the character of the new central organization which was found in the agreement with the structural iron workers. The agreement also permits union men to refuse to work with nonunion men in their own trade on the same building, but prohibits refusal to work on account of the employment of nonunion men in other trades or on other jobs. The original demands of the employers regarding obnoxious rules are for the most part met by the terms of this agreement. It forbids limitation of the amount of work to be done in a day, restrictions on the use of machinery, restrictions on the use of manufactured material, except prison made, and prohibition of the use of apprentices. It provides that workmen may work for whomsoever they see fit, and that employers may employ and discharge whomsoever they see fit, subject to the limitation regarding the employment of nonunion men. Foremen under this agreement become agents of the employer and are not subject to the rules of the unions. No representative of the unions shall interfere with the workingmen during their regular hours, and the men on each job shall be represented in dealings with employers by a steward, selected by the journeymen. The employees retain the advantage of a Saturday half holiday throughout the year.

Though there is no detailed evidence as to the precise terms of the agreements in the other trades, it seems that the above-named restrictions upon the obnoxious practices of the unions were incorporated in practically all of them. The agreements differ among themselves in regard to the provisions concerning the employment of nonunion men, and some of them provide for Saturday half holidays only during the summer. The rate of wages under most of the new agreements is the same as had existed prior to the lockout, the contractors disclaiming any desire to force down wages. In the case of the carpenters the agreement provides for a rate of 42½ cents per hour until April, 1902, and 45 cents per hour thereafter. Most, if not all, of the agreements contain provisions for arbitration of disputes arising under them, in accordance with a system proposed by the contractors in April, 1900. Thus the carpenters' argeement establishes a board of arbitration and conciliation, consisting of eight members from each side, with an independent umpire, who shall be called upon in case of failure of the other members to agree. Pending the action of this board there may be no strike or lockout, and when its decision is rendered it is binding upon all parties. Especially interesting are the provisions to secure the enforcement of the agreement and of the awards of the board of arbitration. Fines of from $10 to $200 may be imposed upon individuals violating the agreement. If not paid by the offender the fine shall be paid by the organization to which he belongs, or in lieu thereof it may suspend him. Moneys received from fines are to be divided between the two organizations.[3]

[1] Taylor, p. 531.

[2] See p. 528.

[3] For discussion of the carpenters' agreement see testimony of Professor Taylor, pp. 531-533.

THE CONTRACTORS' COUNCIL AND THE BUILDING TRADES COUNCIL.

Having thus sketched the general history and outcome of the building trades lockout, we may go back to consider in detail the causes of the dispute and the practices of employers and employees regarding which complaints were made.

It is declared by a considerable number of witnesses, both representatives of the unions and representatives of the employers, that the great cause of the strike or lockout was the determination of the employers to destroy the building trades council.[1] Representatives of the employers regard the course of this body as one of progressively increasing arbitrariness and injustice toward the contractors. They declare that by sympathetic strikes the council was able to enforce its demands, however extreme. The rules of the building trades council contained a provision that in case of any dispute affecting a particular trade the business agent of the union should try to settle it, and if he failed to do so, should lay the matter before the building trades council, or before the board of business agents representing the various unions in the council. With the approval of either of these authorities the business agent might order a general strike of all the trades engaged on the job or building. The vote of the council or board of business agents in such a case was by unit rule; that is, each union had equal voice, and a majority could order a strike. Under this rule, one of the contractors points out, strikes could be ordered without the action of the members of the individual unions. Contractors state that it was to gain the power of resisting such injustice that the contractors established the building contractors' council in April, 1899. The contractors admit that they are unwilling to abandon their own central organization, while they intend to compel the workingmen to abandon theirs. Many acts and rules of particular unions are referred to as contributing to the sum of grievances which the employers have against their men. These are more particularly described below. The employers felt, however, that the possibility of enforcing such unjust demands depended upon the existence of the building trades council, and they considered it essential that that body be destroyed before any negotiations were entered upon for the removal of particular grievances. They asserted that they had no wish to diminish wages or to increase hours of labor.

Some representatives of the unions believed that it was the real purpose of the employers to destroy the individual unions as well as the building trades council. If that were done, or even if the sympathetic strike were done away with, the promise of the contractors to maintain wages and hours would be, it is said, of little value. Several contractors, however, denied that they had any desire to destroy the individual unions.

It appears from the testimony that the Chicago building trades council was formed in January, 1891. Nine unions composed it at first and 34 were affiliated with it at the time of the strike. The membership was stated by the officers at the beginning of the strike at from 45,000 to 60,000. Employers, however, considered this number exaggerated, and the official records of the council showed in February, 1901, that 6,480 members remained, while the membership of the unions which had withdrawn was, at the date of withdrawal, 12,945. However, as was pointed out, many members had previously left the city to find work.[2] Each affiliated union sent delegates to the council in proportion to its own membership. The representatives of the council affirm that the contractors and the public had an exaggerated idea of its powers and a wrong idea of its policy. It

[1] Falkenau, pp. 324, 329; Woodbury, pp. 460, 463; Carroll, 266, 267; McGarry, p. 311; Long, pp. 199, 203; Preece, pp. 476, 477; Gubbins, pp. 223, 229, 236, 241; Miller, p. 521; Taylor, p. 542.

[2] Taylor, p. 531.

employed no business agents, made no agreements with employers, and did not dictate the agreements which its affiliated unions should make. It had no control over the unions, but simply declined to sanction any rules which it did not approve of, and declined to use its power in enforcing them. It never indorsed any of the rules which the contractors have most complained of. In particular, it never approved the limitation of the amount of the day's work.[1]

It also appears from the testimony that there are in Chicago a considerable number of associations of contractors in particular branches of the building trades, and that some 14 or 15 of these associations are now affiliated with the building contractors' council. The several associations are represented in the council by delegates, each being entitled to two delegates and one additional for each additional 50 members of the association, and a fee of $20 for each delegate is paid to the council.

Some witnesses on behalf of the contractors hold that the whole movement of employers toward association was due to the prior association of workingmen in unions. Representatives of the unions, replying to the criticism that the unions restrain the liberty of their members, assert that the associations of employers restrain the liberty of their members quite as sharply. The conduct of the master plumbers' association is particularly cited. It is also asserted by an independent builder and by representatives of the labor unions that the associations of contractors, with the help of their contracts with unions and with material dealers' combinations, have driven almost all of the contractors into their ranks.[2] (See below, p. XXIV.)

Representatives of the unions think that the ill feeling between the employers and the employed was partly due to the increased influence of the smaller class of contractors in the contractors' organizations, and partly to the sinister efforts of paid agents of the employers' organizations, who are believed to find their own profit in the fomenting of strife.

It was also maintained by some of the union men that the press assumed an attitude unjustly hostile to the labor organizations, and by this means contributed to the ill feeling which resulted in the strike.

AGREEMENTS BETWEEN BUILDING TRADES UNIONS AND CONTRACTORS, AND VIOLATIONS OF THEM.

Another cause which is said by both employers and employees to have contributed to the friction in the building trades was the violation of joint agreements by one party or the other.

Nature of agreements.—A considerable number of witnesses refer to these agreements, which several of the building trades unions have heretofore made with their employers, either from year to year or for longer periods. They cover wages, hours, and other conditions of employment with various degrees of elaboration. They are sometimes signed by individual employers and sometimes by associations of employers. During the sway of the building trades council the unions customarily submitted them to that body for approval. If they were not approved by the council by a two-thirds vote of the trades, the unions concerned were at liberty to maintain them by their own force, but they would not be sustained by the building trades council.[3]

Violations of agreements.—Many members of the unions assert that the contractors habitually failed to live up to their agreements. Some say that the building trades council would never have been formed if the contractors had

[1] Carroll, pp. 266, 267, 274, 276; Gubbins, p. 241; Pouchot, p. 435; Woodbury, p. 460.

[2] Falkenau, p. 314; Miller, p. 348; Wells, pp. 380-382; Harding, pp. 168-170; Stiles, pp. 341, 342; Long, pp. 199, 203, 204.

[3] Ryan, pp. 282, 284.

followed an honorable course. The strike or lockout was also attributed to the bad faith of the employers. The ultimatum which the employers issued before the strike is declared to have involved the violation of existing contracts with several unions. One contractor admits this with regard to the carpenters' agreement, but justifies it on the ground that the contractors signed the agreement under duress, the power of the union being such that they could not go on with carpenter work unless they signed it.[1]

The most of the complaints of bad faith do not refer to open action, but to secret evasions of the union wage scales. Complaints on this score are made by many union men, and the justice of them is admitted by several contractors.[2]

Representatives of the contractors, on the other hand, accuse some of the unions of high-handed breaking of agreements with their employers, by the introduction of new and harder terms, with respect to wages, the employment of apprentices, the use of machinery, and other conditions. The plumbers and the stonecutters are particularly complained of.[3]

Neither the employers nor the workmen consider that violations by either side can be effectively prevented or redressed by the courts.[4]

Exclusive alliances.—An interesting feature of this system of joint agreements is the former existence, to which many witnesses testify, of agreements between particular unions and the employers' associations in their several trades, by which, in return for the exclusive employment of union men, the unions provided that their members should work for no one outside of the employers' associations. Several employers express their disapproval of such agreements, though one or two, while considering them objectionable in themselves, justify the employers in entering into them as long as they are compelled to employ only union workmen. A plumbing contractor asserts that the journeymen plumbers never lived up to their exclusive agreement with the masters. The general opinion of the workingmen who testified is against such agreements, on the ground that they strengthen the employers' associations, with the result of encouraging the employers to attacks upon the unions. The union men also say that such agreements built up alliances between the contractors' associations and the combinations of material dealers, which resulted in the raising of prices to the general public, as well as the embarrassment of any person outside of the associations of contractors who might wish to build without employing members of the associations.[5]

ATTITUDE OF WORKMEN AND EMPLOYERS TOWARD ARBITRATION.

The representatives of the building trades unions universally asserted during the early part of the lockout that all the unions were desirous of arbitrating all differences between them and their employers. They generally objected to the idea of a central arbitration board, on the ground that the men of one trade are unfamiliar with the conditions of other trades and unfit for the determination of questions that arise in them. One or two suggested a central board of appeal to which questions should be referred which the masters and men of any particular trade should find themselves unable to settle. Two or three unions were stated to have made efforts for arbitration agreements with their own employers, but to have been repulsed or ignored. The representatives of the contractors, while usually speaking well of arbitration as a general principle, declared in many cases

[1] Carroll, p. 272; Ryan, pp. 455, 460; Pouchot, pp. 439, 440; Long, p. 204; Falkenau, p. 328.
[2] Woodbury, p. 458; Pouchot, p. 430; Ryan, p. 286; Bliss, p. 253.
[3] Smith, pp. 408-408, 411, 412; Struble, p. 356.
[4] Gubbins, p. 239; Ryan, pp. 283, 286-288; Smith, 411.
[5] Employers: Bonner, pp. 385-387; Smith, pp. 410, 411; Wells, p. 379; Gindele, p. 370. Union men: Mangan, pp. 443, 445; Carroll, p. 267; Ryan, pp. 281, 288, 289; Gubbins, pp. 219, 220; Lillien, pp. 114, 115.

that they were unwilling to have any further dealings with the building trades council in the light of their past experience with it, and that they were even unwilling to arbitrate with any particular labor union as long as it is affiliated with the building trades council. Some of them also considered that particular questions, especially the right of the employer to hire and discharge men as he chooses, could not properly be made subjects of arbitration.[1] Reference has already been made to the fact that in May, 1900, the contractors' council refused overtures for conciliation on the ground that it could not recede from any of its demands and had nothing to arbitrate. Professor Taylor, testifying virtually at the close of the dispute, expressed opinion that the workingmen had throughout been more ready to arbitrate than the employers, but that there was unnecessary ill feeling and harshness in the actions of both parties throughout the strike.[2]

EFFECTS OF DISPUTES.

Several witnesses, especially employers and contractors, spoke during the continuance of the two great disputes of the extremely serious effect produced on the general prosperity of Chicago, and especially on the conditions of the machinery and building trades. It was declared that were it not for these difficulties Chicago would be enjoying a period of unusual prosperity. It has the facilities to become perhaps the greatest manufacturing center in the country. The extreme attitude of labor unions, however, it was claimed, has tended for some time past to prevent new establishments from being started in Chicago, and some manufacturers, it was stated, are seriously considering the wisdom of removing their works to other cities or to suburban towns where there will be less difficulty with labor. It was maintained also that, especially where Chicago industries come into competition with those of other regions, the excessive demands of labor make it impossible for them to compete successfully.[3]

It was stated especially by various witnesses that the lockout in the building trades almost altogether stopped the erection of buildings in Chicago and have caused great inconvenience and loss. Were it not for the dispute there would have been a greater amount of building during the year 1900 than for several years before. Several specific instances were mentioned by contractors in which they had been compelled to leave unfinished or to not begin buildings for which contracts had already been made. The difficulties regarding the construction of buildings also resulted, it was claimed, in preventing the establishment of various manufacturing enterprises. One contractor, in February, 1901, estimated the losses of employers and employees roughly at $5,000,000.[4]

RULES AND PRACTICES OF UNIONS.

A more detailed consideration of the rules and practices of the various unions, concerning which employers made complaint, may now be taken up. The most numerous complaints relate to the building trades unions, but others are directed against the machinists' unions particularly.

Nonunion men.—It was complained by employers and nonunion men, and generally affirmed also by representatives of the unions, that it was the policy of the unions to prevent the employment of any but their own members, on all work

[1] Carroll, pp. 268-274; Preece, pp. 477-479; Price, p. 362; Stiles, pp. 340, 341; Ryan, pp, 281-284; Klein, pp. 155-159; Gubbins, pp. 220-225, 240-245; Lillien, pp. 114, 115; Madden, p. 110; Nicholson, pp. 90, 91.

[2] Taylor, pp. 536, 540.

[3] Offield, p. 83; Board, pp. 41, 44; Rountree, p. 34; Chalmers, pp. 6, 15; A. R. Clark, p. 401; Corboy, p. 415; Price, pp. 362, 363.

[4] Madden. pp. 108, 109; Gindele, p. 367; Nicholson, pp. 89, 92, 94; A. R. Clark, p. 401; F. W. Clark, p. 417; Griffiths, p. 337; Harding, p. 164; Carroll, p. 268; Miller, p. 521.

which belongs to their trades, so far as their strength enabled them to do it. The employers and the nonunion men regard this policy as a tyrannical interference with natural liberty. The nonunion men, it is said, have no wish to interfere with any surrender by the union men of their right of free action, but they claim for themselves the right to guide their own conduct by their own desires, without subjecting themselves to the dictation of union leaders or of others. It is asserted that the unions have no right to try to force men into their ranks who do not wish to join them, and that they have no right to demand of employers that their shops be made agencies of compulsory recruiting for the unions. The employers generally denied that they had any ill feeling toward the unions as such, or any wish to discriminate against the members of the unions. They generally objected, however, to the demand that they discriminate against nonunion men; though one or two employers regarded the attitude of the unions as necessitated by their situation, and therefore justified. One contractor stated that union and nonunion men work together in the building trades in Boston and Baltimore, and asserted that this condition does not result in any tendency to cut wages.[1] The employers cited several instances of individual hardship brought about by driving from employment the men not in good standing in the unions.[2]

The representatives of the unions argued that they had no antipathy to nonunion men as individuals, and desired them as individuals to have employment. What they ask is that the nonunion men take up their share of the common burden. If the unions are to exist and perform their functions, it is necessary that they represent all the men employed in their trades. They are doing a work for all, and those who refuse to help it on are either ignorant or traitorous. The union men have their rights as well as the nonunion, and among them is the right to refuse to work with those who will not cooperate in securing objects which are important to all workingmen alike.[3]

The contractors' ultimatum of April 30, 1900, contained a demand that there should be no refusal to work on account of the employment of nonunion men, and this provision was incorporated in the agreements made with the bricklayers and with some other organizations. The carpenters' agreement of February, 1901, however, permitted union men to refuse to work with nonunion carpenters on the same job, although prohibiting refusal to work on account of the employment of nonunion men otherwise.[4]

Nonunion-made material.—By an extension of the principle of excluding nonunion men, it appears that the building trades unions made it a practice to refuse, so far as they were able, to make use of the products of nonunion labor. This rule is stated to have been applied in Chicago to the products of sash, door, and blind mills, to various sorts of ironwork, and in one instance to brick, though the president of the bricklayers' union stated that there was no rule forbidding the members of that union to work on a building where material was used that was produced by nonunion labor. The attitude of the employers, on the one hand, and that of the union workmen, on the other, appear to be substantially the same on this question as upon the general question of nonunion labor.[5]

The employers, from the inauguration of the building trades' dispute, insisted that there should be no restriction by the unions on the use of material of any sort, except prison-made material, and clauses to this effect were ultimately incorporated in the agreements by which the dispute was brought to a close.

---

[1] Miller, p. 349; Havey, pp. 171, 172, 175; Jones, pp. 194–196; Rountree, p. 38; Webster, pp. 168, 169; Falkenau, p. 324; Stiles, p. 342.

[2] Stiles, p. 340; Clark, p. 401; Behel, pp. 397, 398.

[3] Long, pp. 202–205; Bisno, p. 54; Pouchot, p. 437; Mangan, p. 442.

[4] For copies of these agreements, see pp. 525–529.

[5] Falkenau, pp. 322, 323, 325, 329; Nicholson, pp. 90, 99; Ryan, p. 450; Clark, p. 402; Pouchot, p. 430; Sproul, p. 481; Gubbins, p. 432; Griffiths, p. 335.

Attempted monopolization of certain classes of work.—Distinguishable in principle from the rules and practices above referred to was the tendency of individual unions in the building trades to extend the borders of their own fields, and rigidly to exclude such men as they considered trespassers, even such as were in equally good standing in the union world at large. The rules of several unions provided carefully against the performance of certain kinds of work by unskilled laborers, even though they were union laborers.[1] Several contractors gave instances of trouble which had arisen from the application of these rules, and of additional expense, unnecessary from the point of view of the contractors, which had been caused by the necessity of employing high-priced men to do work which low-priced men could just as well have done.[2]

Of similar character were the disputes which arose between unions as to the limits of their respective fields. Several contractors gave instances of strikes and delays, injurious to the contractors and owners, and expensive, as they said, to the men, which were caused by such disputes. Two or three representatives of the unions also referred to some particular cases mentioned by contractors, explaining some statements and denying some details, but not denying the occasional occurrence of troublesome disputes between unions as to the boundaries of their jurisdictions. One employer suggests that these difficulties arose largely from misunderstanding of rules, due to their multiplicity and hasty formulation.[3]

The stonecutters' union undertook to secure the cutting of all stone for Chicago work within the city. The representative of the union stated that this effort had never been successful; but a marble dealer testified to an instance in which the union protested against, and was able to prevent, the bringing in of stone already cut by union men in Georgia.[4]

Hiring and discharging of men.—Several of the representatives of the unions denied, both for their own unions and generally, any desire or tendency to dictate to employers as to the employment or discharge of individuals, beyond the protection of union men from discharge because of union membership or activity. Several contractors, however, affirmed that the demands of the unions went beyond this, and particular instances were given in which, it was alleged, employers have been compelled to reinstate men discharged for incompetency, and one instance in which an employer was compelled to hire several men whose services he was in no need of.[5]

The contractors' ultimatum of April 30, 1900, contained a demand that men should be permitted to work for whomever they pleased and that employers be permitted to employ whomever they please, and that the foremen on jobs should be considered agents of employers, not subject to the rules of the unions. Clauses containing these various provisions were incorporated in most, if not all, of the agreements adopted after the lockout.

Piecework, subcontracting, and work by employers.—The rules of several unions absolutely forbade subcontracting, piecework, or lumping of work.[6]

A general antipathy appears to the performance of physical work by persons engaged in independent business in the building trades. Some unions provided in their rules that not more than one member of any firm should work with tools, or not more than one member of a firm on any job controlled by it.[7] The sheet-metal workers permitted an employer to work in his shop, but not on outside

[1] Painters, p. 344; carpenters, p. 398; structural iron workers, p. 99.

[2] Clark, pp. 416, 417; Falkenau, p. 326; Bliss, pp. 250, 251; Mangan, p. 446.

[3] Griffiths, pp. 335, 336; Wells, p. 377; Boyle, pp. 335, 336; Buchanan, pp. 470, 474, 475; Ryan, p. 449; Clark, p. 418; Falkenau, p. 326; Price, pp, 361, 362.

[4] McCullough, p. 213; Bagley, pp. 390, 391.

[5] Gubbins, p. 232; Chalmers, p. 6; Bliss, p. 254; Boyle, p. 320; Griffiths, pp. 335, 336.

[6] Carpenters, p. 98; painters, p. 344; stonecutters, p. 360.

[7] Carpenters, p. 98; structural-iron men, p, 99; bricklayers, p. 234; plumbers, Smith, pp. 405, 406.

work.[1] Other unions forbade work by employers altogether.[2] The painters permitted employers to work, but required that in that case they belong to the union.[3]

The representatives of the unions argued that if the employers were permitted to work freely it would be possible for single men in some trades, and larger numbers forming firms in others, through assuming the position of independent contractors, to cut the prices of work, and practically to effect a reduction of the union wage scale. It was argued on the other side that the severer restrictions, at least the actual prohibition of work by employers, are injurious in making it impossible for a workingman to start a small independent business. Complaints were also made of the inconvenience and loss which employers have been occasionally put to in consequence of the impossibility of getting a man of a particular trade, on short notice, to do a job, when the employer could do it himself, if he were not prevented by the rules of the unions, backed by the sympathetic strike.[4]

Minimum rate of wages and its effects.—It was stated or implied by the witnesses who referred to the subject that the general policy of the unions in the building trades has been to fix a minimum rate of wages, without forbidding members of the unions to get more if they can. The representatives of the unions declare that this minimum rate is meant to apply to the less efficient workmen, and that the employers are expected to grade up the wages of the more efficient according to their ability. It is claimed that in times of business activity the more efficient men do, in fact, get considerable additions to the union rate, and while it is admitted that this condition does not continue when times are dull, it is pointed out that the unions are able to maintain their uniform rates even through periods of depression. It is also said that the unions have not been able to find any other effective method of regulating wages.[5]

On the side of the contractors it is declared that the effect of the minimum rate is to place good workmen and bad upon a level, and to take away the incentive to good workmanship. The general level of mechanical skill has been depressed by it. On the other hand, it excludes the weaker workmen from employment except in the most prosperous times, and induces such workmen to form secret agreements with unprincipled employers, by which the union scale is evaded. Honest employers and honest workmen, who live up to their obligations, are placed at a disadvantage. The honest employer finds himself underbid by the employers who secretly depart from the wage scale. The honest workman walks the streets while his less scrupulous companion finds employment. The tendency to evade the scale is deplored also by representatives of the unions, but they emphasize especially the unscrupulousness of some employers.[6]

Use of machinery and improved tools.—Several witnesses referred to the antipathy of the unions to the use of improved appliances. The specifications referred almost exclusively to stonecutting. It was stated by the contractors, and admitted by the representatives of the stonecutters' union, that this union has objected to the use of machinery for dressing stone, and succeeded, after a struggle of several years, in excluding machine-cut stone from use in Chicago. One witness testified, however, that 85 per cent of the cut-stone contractors signed a paper to the effect that they were not in favor of the use of machines, and Professor Taylor asserts that it was the general opinion that this limitation was due to the influence of contractors themselves. It appears also that the same union had forbidden the use of stone-scraping machines. A wholesale marble dealer testified that the

[1] Pp. 437, 438.
[2] Gasfitters, Long, p. 198; Smith, p. 408; tile setters, Bonner, p. 385.
[3] Bliss, pp. 250, 253.
[4] Gubbins, p. 234; Long, p. 198; Bonner, p. 385; Smith, p. 408.
[5] Woodbury, p. 461; Preece, p. 480.
[6] Gindele, p. 367; Havey, pp. 171, 172; Bliss, p. 254; Corboy, pp. 414, 415.

marble-cutters' union had succeeded in stopping the use of the pneumatic tool for carving—a tool which is used all over the world, it was alleged, and which is almost indispensable for delicate work. One or two minor indications of the same general trend of feeling in other unions were referred to.[1]

The contractors from the outset of the dispute demanded that there should be no limitations on the use of machinery or tools, and provisions to that effect were incorporated in the various agreements reached after the lockout.

Limitation of amount of work.—Representatives of the employers complained of a general tendency among the unions to lessen the amount of work to be done, especially in the building trades, in a day. Several contractors attributed this tendency to the workings of the Building Trades Council; but they did not make it clear that the Building Trades Council, as an organization, was to blame. It was admitted by them that all particular rules for the limitation of work had been made by the individual unions; their idea was that the Building Trades Council had been active in enforcing such rules, or at least that it was in fault in refusing to discipline unions which had established such rules. On the part of the unions it was denied that a sympathetic strike had ever been called by the Building Trades Council to enforce those rules of the plumbers' and gas fitters' unions which have caused the most complaint.[2]

Among the unions which formerly had formal and specific rules fixing the amount of work which a man might perform in a day the plumbers are spoken of oftenest and most bitterly. It is asserted that in some branches their allotted quota was not more than a third of a reasonable day's work, and that a particularly good plumber could do four times as much. On the other hand, there were other specifications which a man could not perform in a day. It was asserted that the officers of the plumbers' union had admitted that the rules were absurdly uneven, and had promised ever since the rules were adopted, July 1, 1899, to reconsider and modify them, though they failed to do so. On the side of the unions it was said that the Building Trades Council and the other individual unions had not approved or enforced the plumbers' rules, and that the plumbers themselves were ready to meet their employers in a conciliatory way and discuss and modify any rules which might appear to be unreasonable or unjust.[3]

Other unions as well as the plumbers' had formal and specific limitations of the day's work. A business agent of the gas fitters' union spoke with pride of the fact that this union was the first to introduce such a limitation, and declared that some of the contractors congratulated him on the working of it when it had been a little while in force. A representative of the lathers' union stated that its members were expected to put on 25 bundles of laths in a day, and were not permitted to put on more; but that this is as much as an average man can do.[4]

With regard to work in other lines, several employers made more or less definite complaints of limitations which they believed to exist. Such limitations were believed, in most cases, to take the forms of a general discouragement of activity and threats of trouble for foremen who undertook to hasten the work. The carpenters had rules for fining any member who was guilty of excessive work, or any foreman who "rushed" his men. It was thought by many contractors that such rules show a spirit of injustice to employers, and a desire to avoid doing a fair day's work. The same spirit was believed to exist in many other unions.[5]

It is argued on behalf of the carpenters, and repeatedly argued on behalf of the

[1] Struble, pp. 356, 357; Sullivan, pp. 447, 448; Gubbins, p. 221; Bagley, p. 391; Woodbury, p. 464; Falkenau, p. 326; Taylor, p. 542.

[2] Webster, p. 150; Clark, p. 419; Falkenau, pp. 313, 322; Griffiths, pp. 335, 337, 338; Pouchot, p. 439; Carroll, p. 267; Woodbury, p. 460.

[3] Smith, pp. 407-410; Falkenau, p. 313; Harding, p. 170; Corboy, p. 414; Davis, p. 422.

[4] Long, pp. 198, 205; Regan, p. 211.

[5] Bonner, p. 386; Stiles, p. 341; Bliss, p. 250; Clark, p. 401; Wells, p. 378.

general principle which their action illustrates, that some employers pick out one or two of the hardiest and swiftest men, and induce them, perhaps by an additional payment, to set a pace which the average man is unable to keep up with. Then it is demanded, it is said, that the whole body of workmen maintain the pace set by these specially able and specially paid leaders.[1]

Representatives of the bricklayers and one or two other unions not only denied that their unions attempted in any way to limit the amount of a day's performance, but asserted that their members were particularly active; even so active that it was impossible for the ordinary man to follow the trade and hold the pace for any considerable number of years.[2]

The employers insisted throughout the dispute that there should be no future limitations on the amount of work to be done in a day, and provisions to that effect were incorporated in the various agreements by which the dispute was brought to an end.

Apprenticeship.—Several representatives of the employers complained of the restrictions upon apprenticeship which the unions formerly enforced. One witness declared that in the great majority of the building trades unions of Chicago a contractor could not even permit his own son to learn his own trade. There was no detailed evidence to show absolute prohibition of apprentices on the part of most unions. It appeared that there were prohibitions by the plumbers and the tile setters. On behalf of the tile setters it was stated that their helpers regularly rose into the position of journeymen of the trade. It was testified that the carpenters' union did not restrict the number of apprentices. Other unions fixed the number who might be employed in proportion to the number of employing firms or to the number of journeymen in service. The limitation of the number of apprentices was considered by representatives of the employers, and also by at least one nonunion workman, as involving a serious limitation of the opportunities of American young men, contributing to the overcrowding of clerical and mercantile employments, and compelling the recruiting of the ranks of skilled trades with men trained in Europe. It was stated on behalf of the unions that too great freedom in this regard resulted in the employment of so many apprentices by some of the contractors that justice could not be done either to the apprentices or to the journeymen who ought to be employed. One employer regarded the apprenticeship system as outgrown, and would not have it restored, even if the unions would permit it. He would replace it with an efficient system of trade schools.[3]

Complaint was also made of the restriction of age for apprentices, particularly in the case of machinists. It was stated that they prohibited the engaging of any man over 21 years old as an apprentice, and that this barred out from the practical work of machine shops the graduates of colleges and manual training schools, who would soon become the most efficient employees, and would have the greatest fitness for the higher positions in the work.[4]

Boycotting.—The boycott against the Gormully and Jeffery Company, makers of Rambler bicycles, was recounted fully by Mr. Jeffery. He stated that it resulted from an effort to reduce the extravagant cost of polishing in the factory, and that it was prosecuted by the labor unions all over the country, by means of posters and circulars, many of which contained false statements about the quality of the Rambler bicycle, and about the cause of the boycott itself.

Other employers mentioned instances of actual or threatened boycotting on a smaller scale, and also cases in which the action of property owners toward

[1] Murphy, p. 454; McCullough, p. 215; Taylor, p. 542; Brennock, p. 466; Woodbury, p. 457.

[2] Gubbins, pp. 233, 234; Ryan, p. 279; McCulloch, p. 215.

[3] Havey, p. 172; Falkenau, p. 313; Smith, pp. 404, 405, 409; Bonner, pp. 385, 388; McCullough, pp. 216, 218; rules of painters, p. 344; rules of carpenters, p. 98; Gubbins, p. 233; rules of architectural iron workers, p. 451.

[4] Chalmers, p. 12.

building contractors and workmen was influenced by the fear that their business would be injured if they pursued a course displeasing to the unions.[1]

Sympathetic strikes.—It was agreed by witnesses on both sides that the sympathetic strike has been the strongest weapon of the building trades unions. Employers complained that it was used recklessly to enforce demands both trivial and arbitrary. Representatives of the unions maintained that it was the only means of holding the employers as a whole to their agreements, and of maintaining the wages and general conditions of the workmen. It was agreed by both sides that the use of the sympathetic strike has been a powerful influence in unionizing the building trades of Chicago. It appears to have been a somewhat common provision of the former articles of agreement between the unions and their employers that such agreements should not be considered to be violated by sympathetic strikes.[2] As to the rule of the building trades council concerning the ordering of sympathetic strikes, see above, p. XII.

We have already seen that the contractors' ultimatum of April 30, 1900, demanded that there should thereafter be no interferance with the various agreements between labor organizations and contractors' organizations on the part of any outside organization or party. This was virtually a demand for the cessation of sympathetic strikes, and provisions of this character were actually incorporated in most, if not all, of the agreements in the various trades made after the lockout. Professor Taylor testifies that the majority of the union men had already become convinced that sympathetic strikes were undesirable.[3]

Enforcement of union dues and fines.—One or two employers complained of arbitrary conduct in enforcing the payment of sums claimed to be due as current contributions of members.[4]

Several witnesses alleged that they had suffered, as members of unions, from excessive and arbitrary fines. The representatives of the unions warmly defended the union action, and in some cases contradicted the allegations of fact on which the accusations against the unions were based. One witness testified that in his own union every accused member was entitled to a trial after due notice before a formally constituted trial board of 12 men, and that a fine was levied upon any member who brought false charges against another.[5]

Several contractors also complained of the levying of fines by unions upon employers. This was held to be different in principle from the levying of a fine by an organization of which the sufferer is a member and whose rules he has agreed to obey. One witness stated that in one union the half of such a fine forced from an employer was paid to the union member who brought the charge. Several instances of the levying of fines upon employers were detailed by witnesses who regarded them as arbitrary and unjust. Little rebutting evidence was submitted by members of the unions.[6]

Miscellaneous rules and practices.—A rule of the carpenters forbidding the sharpening of tools on the workman's own time while employed by a contractor was complained of by contractors and defended by representatives of the carpenters' union. The excessive strictness of the rule of some unions forbidding work on Saturday afternoon was also a subject of complaint. Representatives of the contractors complained of the practice of several unions of "making more work" by demanding that unnecessary material be applied in certain cases and that cer-

[1] Jeffery, pp. 119-127; Chalmers, p. 8; Wells, p. 377.

[2] Agreement of painters, p. 345; of architectural iron workers, p. 452; of structural iron workers, p. 100; Falkenau, pp. 312, 321; Ryan, p. 281; Edward Ryan, p. 451; Nicholson, pp. 90, 93; Gubbins, p. 228; McCullough, p. 213.

[3] Taylor, p. 537.

[4] Price, p. 361; Stiles, p. 341.

[5] Havey, pp. 200, 201; Robb, p. 80; Long, pp. 201, 202; Murphy, p. 454; Ryan, p. 292; Buchanan, p. 472.

[6] Price, pp. 363, 364; Struble, pp. 357, 360; Bliss, p. 250; Bonner, p. 384; Sullivan, p. 449.

tain work be finished with unnecessary nicety. Such accusations appeared against the steam fitters, the plasterers, and the plumbers. A representative of the steam fitters denied that the rule of his union which was complained of was wrong or unnecessary.[1]

A representative of the carpenters' union referred to a rule of that union for fining foremen and timekeepers who steal 3 or 5 minutes from the men in the morning, at noon, and at night. He said that this fine had never been levied, though doubtless it should have been levied many times.[2]

PICKETING AND VIOLENCE DURING THE DISPUTES.

Many witnesses representing the employers declared that both in the machinists' strike and in the building trades lockout there had been numerous instances of violence toward employers and toward nonunion men. It appeared clear that the practice of picketing had been carried on systematically in the case of most of the establishments or buildings struck against. Although it was rather against the violence and intimidation practiced by pickets that most of the complaints were made, the practice of picketing itself, even where carried on peaceably, was opposed by several employers. One in particular complained of the injustice of the decision of one of the judges in Chicago, who refused an injunction to prevent strikers from placing pickets, claiming that they had a perfect right to do so provided the number of pickets was limited and provided no violence was permitted. Such decisions, another asserted, went contrary to the rulings of the highest courts in various States.[3]

Representatives of labor admitted the universality of the practice of picketing and upheld it as necessary. It was claimed that employers often advertised for workmen, frequently importing them from a long distance, without informing them of the existence of a strike. Strikers should then be permitted to inform those who seek to take their places as to the nature of the grievances, and to try to persuade them not to take the work.[4]

Numerous specific instances were mentioned, both in connection with the machinists' strike and with the building trades strike, in which nonunion men had been threatened, called "scab" and other taunting names, stoned and "slugged." Various cases of such violence in connection with earlier labor difficulties, especially in the building trades, were also mentioned. It was claimed, broadly, by several witnesses that the safety of nonunion men was decidedly threatened by such action. It was pointed out also that to call out to a man "scab," to surround a man with a large number of strikers, or to seek to injure a nonunion man in his social life, as was frequently done, amounted to a form of coercion scarcely less effective than physical violence.[5] Complaint was also made that the property of employers had been destroyed in various instances by union men.[6]

Representatives of the unions did not deny that there had been cases of violence against nonunion men and employers, although they asserted that they were much less numerous than alleged by employers, and Professor Taylor thought it surprising that there was so little violence, although he strongly deplored the existence of any at all.[7] One union man, while not justifying "slugging,"

[1] Clark, p. 400; Woodbury, pp. 456, 457; Bliss, p. 330; Falkenau, p. 321; Behel., p. 395; Smith, p. 409; Mangan, p. 446.

[2] Woodbury, p. 458.

[3] Robert Ryan, p. 292; Walser, pp. 371, 374; Rountree, p. 32; Miller, pp. 352, 516, 522; Chalmers, p. 8.

[4] Darrow, p. 67; Bisno, pp. 55–58.

[5] Chalmers, p. 7; Barton, p. 297; Walser, pp. 371–374; Le Vin, pp. 259, 261; Havey, pp. 175, 176; Miller, pp. 347, 348; Bonner, pp. 384, 385, 388; Stiles, p. 340; Davis, p. 421; Clark, p. 400; Bliss pp. 250, 251; Harding, pp. 160, 162, 165; Behel, pp. 393, 397; Wells, pp. 378–383.

[6] Davis, p. 420; Bonner, p. 388.

[7] Taylor, pp. 535, 540.

thought that the methods of labor unions might rightly be adapted more or less to the justice of their claim against the employer. Under the conditions of modern industry, it was urged, employees have some right to continue in employment, and acts of war on the part of their employers may justify retaliation. In extreme cases it may be justifiable for labor unions to defy the law and to follow nonunion men with threats and taunts, and to persecute them in their social relations and otherwise.[1] The more common argument of the representatives of the unions, however, was that the organizations as such were distinctly opposed to all acts of violence (although they considered peaceable picketing entirely justifiable); but that they were unable in certain cases to control the acts of individual members who had been especially angered by ill treatment on the part of the employers. It was also claimed by several witnesses that the employers had instigated violence with a view to influencing public opinion in their favor, and also in certain cases for the sake of injuring prominent labor union men, against whom they had a spite. Two or three specific instances were brought forward to show such action on the part of employers, but the evidence was not altogether clear.[2] Several employers declared that it could not be proved that they had in any way stirred up violence.[3]

THE POLICE AND THE STRIKERS.

Quite a large number of witnesses on behalf of the employers complained that the Chicago police had not during the machinists' and building trades strikes furnished fair and efficient protection to the property and business of employers and to nonunion workmen. It was claimed that the police refused to make arrests except for the most open acts of violence; that they even winked at "slugging" and similar acts, frequently turning their backs and going around the corner in order to avoid seeing what was done. The manufacturers declared that they had been forced to employ special police officers to protect their property and workmen.[4]

It was claimed also by several of the witnesses not only that policemen themselves were prejudiced in favor of the strikers, but that the higher city authorities leaned the same way. They asserted that the police had their instructions not to interfere except in case of absolute necessity, and several specific instances were cited to show that this was the case. It was claimed that this attitude of the city authorities, which showed itself also in the actions of the police justices and other inferior courts, was due to political influence, especially to the desire of the party in power to cater to the large vote of the laboring classes at the coming election. These witnesses held that strikes in Chicago have often been especially numerous just before elections, and that both parties have been disposed to make political capital out of labor difficulties.[5]

One contractor, testifying later, said that after the session of the subcommission in Chicago in March, 1900, the city authorities, having occasion to borrow money temporarily, applied to the banks for a loan. The banks replied that the credit of the city was in the hands of its administration, and that they would not advance money unless Mr. Carroll were removed from the civil-service commission and unless the police were instructed to enforce the laws against violence. This witness declares that under this pressure the city authorities changed their

[1] Bisno, pp. 55–58.

[2] Gubbins, pp. 223, 232; Wilson, pp. 492, 493; Ryan, p. 292; Le Vin, pp. 257–262; Reid, pp. 182, 183, 186; Long, pp. 206, 207; Carroll, pp. 268, 275.

[3] Bonner, p. 388; Behel, p. 293; Griffiths, p. 339.

[4] Board, pp. 40, 41; Walser, pp. 372, 374, 375; Rountree, p. 37; Falkenau, pp. 322, 323; Chalmers, pp. 9, 16; Mrs. Robb, p. 80; Harding, p. 162; Gindele, p. 368; Bliss, p. 252; Clark, p. 420.

[5] Board, pp. 40, 41, 44; Davis, p. 423; Offield, p. 85; Rountree, p. 37; Chalmers, pp. 9, 16; Harding, p. 162; Bliss, p. 252.

policy; that assaults and violence almost ceased immediately, and were thereafter not one-tenth as prevalent as before.[1]

Several witnesses on behalf of the labor organizations, however, while admitting that the police made arrests only in case of overt acts, claimed that this was the correct attitude to take, and that the police force had acted fairly and efficiently throughout the disputes. The contractors and the employers had no right, it was urged, to invoke the aid of the police to destroy the labor unions.[2] In this connection several representatives of the workmen complained that arbitrary arrests had been made by the police, and especially by the special officers hired by the employers.[3]

MATERIAL DEALERS' COMBINATIONS.

A considerable number of witnesses testified to the existence of combinations of dealers in building material, in alliance with the associations of contractors. It was asserted in particular that the price of common brick had been raised $1 a thousand by such a combination, and that members of the contractors' association received this amount as a rebate on their purchases. One large property owner and builder stated that he was compelled by this arrangement to do all his important brickwork through members of the contractors' association, and that he had arranged to buy any small amount of brick that he might need through a member of the association and divide the rebate with him. The same witness stated that he could not buy any plumbing materials in Chicago, and that he was in consequence compelled to contract for the most of his plumbing. One labor representative asserted that he had himself seen a statement of sales, sent to the contractors' association by a lime company, with a check for a commission or rebate in favor of the association. One witness whose firm is a member of the contractors' association stated that when the firm went last year to get prices on brick it found that the price was one thing to members of the association and quite a different thing to persons outside of it.[4]

Several representatives of the contractors' association admitted the receipt of a rebate of $1 per thousand on brick. It was also admitted that contractors had been fined by their association for buying brick contrary to its rules. The rebate was represented, however, as a trade discount, arranged at least in part to secure prompt payment of bills. One witness said that material men have told him that outside contractors were largely men to whom they would sell only for cash. One representative of the trades unions expressed a similar judgment of the majority of the contractors generally. Several contractors stated that they did not know of any understanding that persons outside of the association should not receive the same rebate, and expressed the opinion that outsiders could buy as cheaply as members of the association. One or two witnesses implied or expressly asserted that this trade discount was no longer given, though others spoke of it as if it still existed. Several witnesses denied that prices of building materials had been raised by combinations in Chicago, or asserted that prices are lower in Chicago than elsewhere.[5]

Two plumbing contractors, referring to the alleged combination of dealers in plumbing material, stated that these dealers gave to retail plumbers the same protection which wholesalers give to retailers in every line. The plumbers' association contains only about half of the master plumbers in Chicago, and those outside could buy supplies, it was said, as advantageously as those inside.[6]

---

[1] Miller, p. 516.

[2] Bisno, p. 56; Le Vin, p. 259; Long, pp. 205, 206.

[3] Gubbins, pp. 223, 225; Lillien, p. 117; Reid, p. 192; Le Vin, pp. 258, 260.

[4] Harding, pp. 168-170; Gubbins, pp. 220, 226, 229, 235; Carroll, p. 277; Nicholson, p. 91.

[5] Falkenau, pp. 327, 328; Gindele, pp. 368-370; Wells, pp. 379-381; Price, pp. 363, 364; Gubbins, p. 240.

[6] Smith, pp. 412, 413; Corboy, p. 414.

Witnesses in other building lines denied that there was any combination between contractors and dealers in their branches. One witness asserted the existence of such a combination in sash and blinds.[1]

Several representatives of the unions believed that the combinations of material dealers and contractors had owed much of their strength to the agreements of various labor unions not to work for any but association contractors. One or two witnesses believed that the refusal of the workingmen to continue these agreements and so support the combinations was a chief cause of the present wrath of the employers against the building trades council.[2]

CHARACTER AND EFFECTS OF UNIONS GENERALLY.

In connection with the particular statements regarding the actions and policy of the Chicago trade unions, there was much discussion as to the general character and effects of these unions and of labor organizations in general.

The possibility of good in labor organizations was commonly admitted by the employers. Even those who were most hostile to the existing unions in Chicago pointed out that mutual insurance and educational advantages were within the reach of organizations of this kind. Some employers were of opinion that the actual unions with which they had had to deal did not offer even these advantages. At least one employer, however, regarded the unions as the most powerful agency, and almost the only agency, for the moral and intellectual elevation of the workingmen. It was felt by many employers and some nonunion workmen that the unions were indifferent or even tyrannously hostile to the rights of all persons outside their own ranks. A less radical policy would be better, in the opinion of some, even for their own interests. Several witnesses regarded the unions as the most grievous of trusts, and as the great cause of the growth of capitalistic trusts. One employer, while likening the unions to capitalistic combinations, regarded them as the effect rather than the cause, and said that the growth of industrial combinations and the restriction of opportunities for the individual necessitates the combination of workingmen for self-defense.[3]

Employers complained most of what they called the dictation of the unions as to the men they should hire, especially as manifested in the demand that nonunion men be excluded from employment. The members of the unions themselves, however, were asserted by some to be not free men. The restriction of the day's work and other tendencies which employers believed to have been particularly evident in Chicago were also referred to. It was complained that the unions were undertaking to share the employer's profits without sharing his risks. The excessive demands of the unions were asserted to result in the crippling of the businesses which were subjected to them, and in the driving of industries from places where the unions were strong. The system of the minimum wage was regarded by the employers as an attempt to compel the payment to poor workmen of the wages of good workmen, and was declared to result in the leveling down of the skill of all by removing the incentive to efficiency.

Several employers stated, however, that the union men in their own employ were the best workmen, and said or implied that employers generally prefer to hire union men. Representatives of the unions asserted that this was the case, and that employers habitually applied for help to the officers of the unions, in confidence that the men obtained through this channel would be skilled workmen. They denied that the minimum wage was a leveling measure. (See p. XVIII, above.)

[1] Miller, pp. 348–350; Bonner, p. 389; Stiles, pp. 341, 342; Harding, p. 164.

[2] Mangan, p. 446; Carroll, pp. 267, 274; Woodbury, p. 459.

[3] Jones, pp. 194–197; Harding, pp. 161–167; Davis, p. 422; Board, pp. 42–46; Gindele, p. 367; Havey, pp. 171, 175, 177; Chalmers, p. 8; Ryan, pp. 293–295; Nicholson, p. 97; Jeffery, pp. 130–134; Walser, p. 373; Miller, pp. 350–352.

It was also declared by representatives of the unions generally, and also by several of the employers, that it was only by organization that the workmen were able to maintain decent wages and tolerable hours and conditions. One employer, while admitting the dictatorial conduct of the unions toward employers, declared that dictatorial conduct is not peculiar to the labor unions or to laboring men, but that employers were just as guilty of it. If the unions did not exist, he said, the employers would dictate terms to the individual workmen with quite as little regard for their rights or feelings, and certainly with quite as little opportunity on their side for resistance. Representatives of the unions and at least one employer gave figures from their own experience and observation to show the difference between the wages received by unorganized workmen and by organized workmen. There is no danger, said one union representative, that workmen will ask too much for their labor. The production of labor in this country averages as much as $13 per day. While individual employers are desirous in many instances of maintaining their workmen in comfort, there are too many who would grind their men to the last point but for the action of the unions, and even those who are best disposed would be compelled to grind their men down by the forces of competition.[1]

Many witnesses gave detailed testimony as to the existing rates of wages and hours of labor in Chicago, particularly in the building trades. In those trades the hours of labor appeared to be universally eight. The rates of wages per day showed a steady advance, unbroken except in a few cases where no union had existed or where a union had been destroyed. The success of the unions in raising the daily rates of wages was generally admitted by the employers. Several employers, however, were of opinion that this movement had not been accompanied with an increase of average annual earnings. The unsteadiness of employment was asserted to have been directly increased by the union demands, and moreover the high wages and short hours prevailing in Chicago were stated to have caused increased competition for employment, through their attractive force upon workingmen in other regions. The unsteadiness of employment was emphasized also by representatives of the unions. They did not admit, however, that it was due to union action. In some cases they specifically asserted that the amount of unemployment was just as great in their particular trades before their unions were formed. They attributed the unsteadiness of work to natural conditions, such as those relating to the weather, or to methods imposed by custom or necessity upon the building trades. Several employers took a similar attitude. The influx of men caused by the World's Fair was referred to by one employer as contributing to the surplus of labor in the city, though he was of opinion that the high rates of wages prevailing there were influential in retaining the surplus. The position of Chicago at the junction of so many railroads was also alluded to as causing many men to stop there. One contractor attributed the greater unsteadiness of work in America than in Europe to the more rapid changes which take place here and to the greater rapidity with which buildings are put up.[2]

Several employers asserted that workmen were willing to leave Chicago and work in other places at lower rates because of the greater steadiness of employment elsewhere. In some particular trades workingmen asserted that they and their companions were able to command in other places the same superior rates of wages that they got in Chicago, by reason of their superior efficiency.[3]

One union representative asserted that the condition of workingmen in Chicago has changed for the worse in the last few years. He admitted that in many trades

[1] Nicholson, pp. 93-99; Clark, pp. 419, 420; Ryan, pp. 293-295; Brennock, p. 467; McGarry, pp. 308, 310; Bismo, pp. 58-65; McCullough, p. 213.

[2] Clark, p. 418; Gindele, pp. 365-367; Corboy, pp. 414, 415; Nicholson, pp. 97, 101; Lillien, pp. 117-119; McGarry, p. 308; Harding, p. 105; Devens, p. 512; Miller, pp. 350, 523; Jeffery, p. 134.

[3] Clark, p. 401; Buchanan, pp. 473, 474.

there has been some increase of wages, but he asserted that this had not been equal in most cases to the increase in the cost of living, and that in many cases there had been no increase of wages at all.[1] A prominent grocer, however, gave evidence tending to show that there has been no material increase in cost of living.

Several representatives of the unions asserted that strikes are indications rather of deficient organization than of too much organization. Both they and certain employers considered that the ideal condition would be one in which a strong organization of workingmen should deal with a strong organization of employers, settling disputes between the two bodies by conciliation and arbitration, and controlling the individual members so that individual faults of judgment and temper might not bring on cessations of industrial activity.[2]

ORGANIZATION AND GOVERNMENT OF UNIONS.

A considerable number of facts were mentioned by various witnesses regarding the organization and membership of particular unions, for which reference is made to the digest, page XLIX.

Some complaint was made of the difficulty of admission to certain unions, and a few allegations as to difficulty of withdrawal. No difficulty in withdrawal was admitted on the part of the unions, provided a man paid up his dues and desired to withdraw in an honorable way. One instance was given in which a particular workman was refused admittance to a union because he was believed to be a spy for his employer. The rules regarding apprentices and helpers, and the age limits for them, necessarily resulted, it was admitted, in the exclusion of some men who would like to join.[3]

The belief was repeatedly expressed by employers that the government of the unions has been practically oligarchical, and that many of their practices, and even the existence of the building trades council, would have been done away with if every member of the union voted and voted freely. It was asserted that the meetings of the large unions were attended by only a small fraction of the members, and that the rank and file were so intimidated that they did not venture to express their real opinions. One witness suggested the desirability of a referendum vote by means of postal cards, and stated that workingmen have already used this system in one or two cases with advantage. On the side of the unions it was asserted that their government was thoroughly democratic; that their officers and agents did not venture to take important action without consulting the general body of the members, and by the general body were held strictly to account; that in every union any member could secure a secret ballot on any question by calling for it, and that there was no possible obstacle in the way of free expression of the general judgment. The assertion that only a fraction of the members attended the meetings was not specifically denied; but the faithfulness of the members when strikes were declared was pointed to as proof that the strikes were generally approved.[4]

Character and power of leaders.—A considerable number of employers asserted that the leaders of the unions, including the officers and business agents, were likely to be men whose abilities were of the same sort as those which make a ward politician. One or two said that the business agents have occupied a position of great power over their members, particularly because of the dependence of members upon them for employment. This, it was said, gave them an exaggerated

[1] Bisno, pp. 50, 54, 59.

[2] Gates, pp. 25, 26; Webster, pp. 144–151; Brennock, pp. 465–467; Madden, p. 111; Stiles, p. 343; Ryan, p. 294.

[3] Miller, pp. 346, 347; Pouchot, pp. 433, 434; Long, p. 202; Carroll, pp. 275, 276.

[4] Gates, p. 25; Gindele, p. 366; Wells, p. 382; Falkenau, p. 323; Nicholson. p. 93; Price, p. 362; Buchanan, pp. 472; Woodbury, pp. 456, 463; Pouchot, p. 438.

idea of their importance, and also led them into temptations which sometimes caused them to become mere saloon loafers. On the other hand, several employers testified to the high character of the business agents and other officers of unions with whom they have come into personal contact.[1]

All the witnesses on behalf of the unions united in expressions of high opinion of the average character of the union representatives. Their power, the union men said, was much less than is commonly supposed. The office of a business agent is purely executive. He is elected for a short period, he frequently fails of reelection, and his salary is small. The smallness of the salary was referred to also by one employer, as preventing the employment of a very high grade of men. This employer contrasted the local union officers to their disadvantage with the officers of the national organizations. Several employers expressed a preference for dealing with the highest union officer who is accessible in any given case. On the part of the unions it was asserted that if the employers find the higher officers, or particularly the national officers, easier to deal with, it is because they are less directly under the control of the rank and file.[2]

It was generally admitted by employers that the existence of business agents is necessary. Their duties are to recruit the membership of the unions, to see that the members are employed, to look after the financial affairs and general interests of the union, to represent the members in dealings with employers. It was admitted by several employers, as well as asserted by representatives of the unions, that the individual workmen can not go freely with complaints to their employers, for fear of being regarded as agitators. It is necessary that the workmen be represented by an official who need not fear the direct consequences of the employer's dislike.[3] One or two witnesses, however, denied that business agents served any useful purpose.

The testimony offers some apparent contradictions with respect to the power of the business agents or walking delegates to declare strikes. Employers generally maintained that the business agents have had this power, and often complained of the use they made of it. The power was specifically given by the constitutions and rules of several unions. In some unions it was apparently denied. Even in such cases it seems to be true that the business agent habitually notified the men on any piece of work where he desired a strike to take place, and the men thereupon habitually ceased. Several employers express the belief that the business agent often ordered strikes which were not approved by the majority of the strikers.[4] All the representatives of the unions asserted that the desire and the interest of the business agents are to avoid strikes. Frequent strikes disgust the members of the union and may even destroy it, and an agent who is thought to be fond of them will soon lose his position.[5]

Alleged corruption.—Many employers stated that they have been informed of the settlement of strikes by the payment of money to business agents or union officers. Two or three specific instances were referred to in which the witnesses believed this to have happened. The witnesses did not, however, have direct knowledge of the facts in any of these cases. One witness testified that he put $50 into the hands of a friend upon request, asking no questions, and was afterwards told that it had been used, with other contributions, to settle an existing strike. One union representative stated that he has known of one or two cases in which a business agent has been caught receiving money for such purposes, and has very soon ceased to be business agent. The union men strenuously denied the

[1] Nicholson, pp. 93, 94, 100; Bliss, pp. 252, 253; Rountree, pp. 32, 35; Webster, p. 150.
[2] Nicholson, pp. 93, 94; Rountree, pp. 32, 35; Bismo, p. 54; Reid, pp. 7, 11.
[3] Rountree, pp. 32, 35; Webster, p. 150; Bisno, p. 54; Lillien, p. 117.
[4] Miller, p. 515; Boyle, p. 336; Behel, p. 398; Stiles, p. 345; Madden, p. 110.
[5] Painters' rules, p. 345; carpenters' rules, p. 398; Lillien, p. 118; Carroll, pp. 266, 267; Pouchot, p. 432; Mangan, p. 444; McCullough, p. 216.

existence of any such practice, except in isolated cases, and Professor Taylor denies that either the rank and file of unionists, or, in general, their officers, can be bought. One or two of the employers who expressed a general belief in the existence of the practice were careful to say that they did not believe that it would be possible in the case of the unions which they themselves deal with.[1]

One case of alleged defalcation by the treasurer of a union, joined with the shielding of him by other officers and prominent members, was stated in an affidavit by its alleged discoverer, who is not now in good standing in the union. It was denied by the president of the union.[2]

ALLEGED POLITICAL INFLUENCE OF TRADE UNIONS.

As showing the undue influence which they claimed labor organizations have acquired in the politics of Chicago, several witnesses testified that a large number of prominent labor men, from 15 to 25 at any rate, held important positions in the city government. The president of the building trades council, Mr. Carroll, was, at the beginning of the lockout, also president of the civil-service commission, though, under the influence of the banks, apparently, he was afterward removed. It was claimed that there have been unfair discriminations in favor of union men in the civil-service examinations and in public employment generally. Several boards and offices in Chicago have made it a practice to employ only union men for city work. It was maintained also that leaders in labor organizations were regularly disposed to enter politics, taking advantage of their influence with laboring men, and that in fact labor unions were altogether too much in politics.[3]

To this it was replied by representatives of the unions that the fact of union membership should constitute no disqualification for public office, and that the actual number of union men holding city positions was comparatively small. The alleged instances of discrimination in public employment in favor of union men were explained as being due simply to the superiority of the union men for the work. It was claimed that the constitutions and policy of trade unions generally forbid direct participation as organizations in political life. On the other hand, exclusive employment of union men for skilled labor on city work was apparently approved by some of the union men.[4]

THE COURTS AND LABOR.

Employers also complained of a prejudice on the part of the Chicago courts in favor of workingmen. It was declared that the same political influences which affected the action of the police interfered with the administration of justice in matters involving labor disputes. If strikers were arrested for acts of violence they were discharged or let off easily, while counter charges were frequently trumped up against the accusers and costs were often levied upon them. One contractor described the outcome of a number of specific prosecutions on charges of assault. In these instances, although the witness states that the charges were abundantly proved, very low fines were inflicted or the defendant discharged on technical grounds. Complaints are especially brought against the justices of the peace; but it is claimed also that the higher criminal court of Chicago has been inclined to discriminate in favor of workingmen. Two prominent lawyers and one or two employers thought that the only way to secure fair decisions by State

[1] Falkenau, pp. 325, 326; Clark, pp. 401, 402; Sproul, pp. 480, 481; Bagley, pp. 391-393; Ryan, p. 451; McCullough, pp. 218, 219; Woodbury, p. 402; Taylor, p. 541.

[2] Affidavit of Mr. Simpson, pp. 330-333; Riley, pp. 440-442.

[3] Gates, p. 25; Davis, p. 423; Falkenau, pp. 323, 324; Behel, p. 395; Taylor, pp. 535, 538; Chalmers, pp. 9, 16; Miller, pp. 353, 516.

[4] Reid, pp. 181, 192; Pouchot, pp. 435, 436; Carroll, p. 276; McCullough, p. 215; Buchanan, p. 472 Gubbins, pp. 225, 226, 230; Ryan, p. 285.

courts would be to make the judges appointive instead of elective, and to give them a very long tenure of office, preferably for life. The Federal courts were held up as being illustrations of the superiority of this system, and it was claimed that their decisions are fair, not only to capitalists, but equally so to laborers. Where judges are dependent upon the popular vote for their positions they can not be so free from prejudice as where their tenure is secure.[1]

Several representatives of labor, however, including a lawyer who had been active in litigation concerning labor, claimed that the State and municipal courts were much fairer than the Federal courts; that it was right that judges should be really representatives of the people, and not, as it was said the Federal judges often are, representatives of great corporations. The Federal courts have always been the defenders of property and employers, often against the interests and the rights of the working classes. Reference was made especially to the alleged injustice of the use of the injunction in labor difficulties by Federal judges. For these reasons the system of appointing judges for life was strongly deprecated by these witnesses.[2] In this connection one witness vigorously urged that the right to issue injunctions in labor disputes should be restricted, or at any rate that the trial for contempt of court in cases involving a criminal offense should be conducted by jury.[3] This position was opposed by one or two witnesses on the other side.[4]

ARBITRATION.

There was a large amount of discussion on the general subject of arbitration, in connection with statements concerning the attempts at arbitration in the building-trades lockout and the machinists' strike. In the case of the building-trades lockout, as we have seen, the chief difficulty in the way of arbitration appears to have arisen from the relation between the building trades council and the separate organizations composing it. Employers apparently would have been willing to negotiate or arbitrate with the various local organizations of the separate trades, although one or two expressed a preference for arbitration between national organizations.[5]

In the case of the machinists' strike the employers especially insisted that they could arbitrate only with national organizations of workingmen, inasmuch as local organizations are not familiar with the conditions of the trade elsewhere, and inasmuch as competition makes it necessary that practically the same conditions of labor shall prevail in all the different sections. Several witnesses urged that it is desirable that in practically all trades national organizations of the employers should be formed and should stand over against strong national organizations of the employees, with provisions for settling disputes by joint committees representing the two organizations. They pointed especially to the success of the National Stove Founders' Association and the National Foundrymen's Association in avoiding strikes by means of such agreements with the employees. The system of arbitration later established between the National Metal Trades' Association and the International Association of Machinists, following the lines of the organizations just named, provided that in case disputes could not be settled by conference they should be adjusted by a joint committee composed of the presidents of the respective national associations and two members appointed by them.[6]

---

[1] Chalmers, pp. 8, 9, 16; Walser, p. 373; Clark, p. 400; Miller, pp. 519-522; Mayer, pp. 76-79; Offield, pp. 86, 87.

[2] Brennock, p. 467; Darrow, pp. 67-70; Ryan, p. 283.

[3] Darrow, pp. 68-71.

[4] Mayer, pp. 78, 79; Offield, p. 86.

[5] Madden, p. 110; Nicholson, pp. 90, 91.

[6] Webster, pp. 145, 146, 151, 153; Gates, pp. 19, 24, 26; Reid, pp. 185, 187; Jones, p. 196; Rountree, pp. 34, 36; Devens, p. 505.

Several witnesses pointed out that many agreements heretofore made between the organizations of various building trades and the contractors provided for the settlement of all questions not covered by the agreement by arbitration. The success of this system in the case of the bricklayers of Boston was especially referred to. The bricklayers in Chicago also have carried on arbitration very successfully.[1]

The ultimatum of the building contractors' council, issued April 30, 1900, provided for a system of agreements between individual labor organizations and organizations of employers, with arbitration committees for the settlement of disputes. This system was adopted in practically all of the agreements entered into after the lockout. That in the carpenters' agreement is more fully described elsewhere. (See p. XI.)

Certain witnesses also believed that arbitration by State or national boards would be very desirable. There seemed to be a general disposition among both employers and employees to oppose strikes and to favor peaceable means of settlement. A few witnesses favored compulsory arbitration. One or two, however, feared that political influences might prevent fairness on the part of official arbitrators.[2]

Several employers declared also that arbitration has its limits. Certain demands of labor organizations are so extreme that the only thing to do is to fight them. This is particularly the case, some of them asserted, as to the demand for exclusive employment of union members.[3]

It was also suggested by a representative of organized labor that an offer to arbitrate is often considered a sign of weakness on the part of the strikers, although this was denied by some employers.[4]

JOURNEYMEN TAILORS' LOCKOUT.

Some testimony was also taken by the subcommission concerning the strike or lockout of the journeymen tailors in Chicago during the spring of 1900, and concerning the conditions in the tailoring and garment-making trades. The number of witnesses heard, however, was small, and no conclusive judgments can be based on their testimony.

Two or three witnesses, representing the journeymen tailors' union, asserted that the demand which caused the cessation of work was that the employers should establish shops in connection with their own stores or places of business, in which the tailors could do the piecework which is now done outside. They asserted that the demand for such shops was presented fully two years before, and that at the beginning of the year 1900 the employers were notified that unless the shops were granted by April 1 there would be a general strike of the tailors. The employers anticipated any such action by locking out their men. About 300 tailors were discharged. A few of the employers have granted the demand for free shops; some of them had done so before 1900.

These witnesses declared that up to a very recent time practically all of the tailoring work of the city of Chicago, including that made by the best custom tailors, was done either in the homes of the tailors or in small shops, where each worker rented space for himself and where there was practically no cooperation between the different tailors. It was claimed that the system of home work tends to reduce wages, especially where the wife and children are called in to help in the work, and that it is injurious to the comfort and health of the home, while it also involves a danger that contagious diseases may be carried by the clothing to the purchaser. The conditions in the shops referred to were declared to be exceed-

[1] Falkenau, p. 324; Smith, p. 403; Nicholson, p. 88; agreements of organizations, pp. 99, 451.

[2] Walser, p. 373; Board, p. 46; Webster, p. 147; McGarry, p. 310; Nicholson, pp. 92, 95; Gubbins, p. 239; Darrow, pp. 71-73.

[3] Bonner, pp. 386, 387; Stiles, p. 342; Webster, p. 154; Gindele, p. 367.

[4] Bisno, p. 65.

ingly unsanitary, while the tailors, on account of their low wages and also on account of the amount of time wasted in getting the goods from the employers, were forced to work excessively long hours, often far into the night, and quite commonly on Sundays. The impossibility of cooperation between the different workers under this system is also detrimental.

It was declared further that to furnish free shops would involve very little outlay on the part of the employers and would result in various conveniences and economies to them. Those employers who have established shops are entirely satisfied with the system, and the condition of their tailors is much better.[1]

Miss Addams and Mrs. Henrotin also upheld the position of the journeymen tailors regarding the furnishing of shops.[2] Practically no testimony on behalf of the employers has been taken, but Miss Cope, deputy State factory inspector, in her testimony as to the general condition of clothing and garment workers in Chicago, suggested that the centralization of tailoring work in large shops would be injurious to the small merchant tailors and to those workers who are compelled by circumstances to work at home.[3]

CONDITIONS IN CHICAGO CLOTHING TRADES.

Several witnesses on the subject of the journeymen tailors' strike declared that the conditions in the various clothing trades in Chicago were extremely unsatisfactory, that the wages were low, that the work was done largely in homes or in unsanitary "sweat shops," that large numbers of women and children were employed under exceedingly bad conditions, and that the factory-inspection system of the State had proved ineffective in remedying the abuses, although it has somewhat reduced the evils of child labor. Various specific statements were made to show the low wages and other unfortunate conditions. It was suggested that the primary employer rather than the subcontractor ("sweater") or the worker himself should be held responsible for violations of the sweat-shop and factory-inspection laws. Labeling of tenement-made goods was also advocated.[4]

Miss Cope,[5] on the other hand, thought that the wages in the garment trades were on the whole reasonable, that the methods of business had kept pace with modern improvements, and that the usual conditions of work were not especially severe or unsanitary.

One or two witnesses spoke of the condition of child labor in Chicago. It was stated that there is little demand for the work of children under 15, because there are no textile factories in the city. It was also stated that the condition of children and of young people employed in the city has been bettered by the State factory law. One witness held that the child workers are not inferior to other children in intelligence or physical development.[6]

SOCIAL SETTLEMENTS IN CHICAGO.

Professor Taylor, president of the Chicago Commons, a social settlement, described the work of that institution in considerable detail. He alluded especially to the public meetings for the free discussion of mooted questions which have been held, and which have been attended by people of the widest extremes of opinion. He believes that such free discussion serves as a valuable safety valve to the feelings of extremists. A fuller summary of the testimony of Professor Taylor on these points is contained in the digest. (P. CXLII.)

[1] Lindholm, pp. 424–426; Taggart, pp. 137–142; Jungstrand, p. 143.
[2] Pp. 426, 428.
[3] Pp. 483–485.
[4] Mrs. Henrotin, p. 427; Taggart, pp. 138–142; Lindholm, pp. 424, 426.
[5] Cope, pp. 485–487; Henrotin, p. 428.

TOPICAL DIGEST OF EVIDENCE.

[Prepared by the SECRETARY and CHARLES E. EDGERTON.]

I. THE BUILDING TRADES DEADLOCK, 1900.

NOTE.—It will be remembered that most of this testimony was taken in March, 1900, during the pendency of the dispute, and the digest presents the statements as in the present tense.

A. Immediate causes. (See, also, as to the character of the building trades council, p. XLVII; as to the practices of the unions against which complaint was made, see p. LXVIII.)

1. Demand for destruction of building trades council.—Mr. FALKENAU, a representative of the building contractors' council, says that the cause of the existing strike is the insistence of the contractors' council on the dissolution of the building trades council. The contractors are not at present willing to dispense with their own council. Their council has much larger aims than may appear on the surface, and is on a higher plane than the building trades council. It will never take any action which will be in the least harmful to the interests of either the affiliated bodies or any of the individuals that compose it. The building trades council is bound together by the sympathetic strike; and that is the thing which the contractors are determined to eliminate. The witness has no objection to the recognition of labor unions, though not in such a sense that nonunion men should be excluded from employment. (324–329.)

Mr. WELLS, a general contractor, thinks that the abolition of the building trades council is necessary to remedy the present labor difficulties. If that were effected, permanent arrangements could be made with the several unions, as formerly, and business would go on smoothly. (381.)

Mr. WOODBURY, president of the carpenters' district council, admits that the building trades council and some of the affiliated bodies may be somewhat to blame for the existing strike, but he believes that the contractors and the public press are much more responsible. The demand that the building trades council be dissolved is an unreasonable demand. The workmen do not demand the dissolution of the contractors' council, and Mr. Woodbury believes that it should be maintained. (463.)

Mr. POUCHOT, business agent of the sheet metal workers' union, declares that it would be impossible to destroy the building trades council. If it were destroyed there would very soon be another just as strong. (436.)

Mr. MCGARRY, a manufacturer of boilers, declares that the members of the unions engaged in the building trades strike are intelligent and honest men. They only demand what they consider right. The witness thinks if the employers would meet them in a fair spirit the difficulty would soon be settled. But the contractors are trying to rule or ruin. The combination between the employers in the building trades has compelled all the unions of workmen to combine; even thus they are likely to be weaker than the employers, who have a great deal more money. (311.)

Mr. LONG, business agent of the gas fitters' association, asserts that two or three contractors have told him that the contractors mean to break up all the unions and starve the people into submission. (203.)

Testifying in February, 1901, Prof. GRAHAM TAYLOR declared that the fundamental question in dispute in the building trades strike was the right to maintain the building trades council. Objection was also made by the contractors to the restriction of the use of machinery and the limitation of a day's work, and there was some merit in these criticisms; the unions had gone too far. Moreover, holding political office by labor leaders was condemned by the employers and by the general public. But the "nub" of the whole controversy from beginning to end was the right of the employees to maintain some central body.

The building contractors council insisted upon the dissolution of the building trades council but never was willing to consent to disbanding its own organization, although the employers had repeatedly said that the existence of their council was due to the existence of the other. While the employers stoutly denied that there was any valid reason for the existence of such a central organization, it is well known that strong central labor organizations exist in nearly all cities;

and though the building trades council was perhaps unique in some of its rules, and in its strength, most of its characteristics could be paralleled from organizations in other cities.

Professor Taylor believes that if the contractors had been willing from the beginning to permit the organization of a new central body with restricted powers and modified methods, as was finally done, the great prolongation of the dispute might have been prevented. It was not fair, in his opinion, for the contractors to insist on the cessation of the sympathetic strike while they were organizing a sympathetic lockout; nor to charge the unions with violating agreements when some of the contractors' organizations had broken the agreement as to the Saturday half-holiday; nor to complain of the limitation of the day's work without recognizing the complaint of the men against the "rusher" being selected to set the pace for the day's work; or to object to restriction of liberty while they were themselves curtailing the rights of the small contractors, if they refused to join the association, by cutting off their supply of material and labor. (535, 541, 542.)

Professor Taylor says that there are various peculiar conditions in the industrial life of Chicago which have tended to produce friction, and which exercised an influence in causing and prolonging the building trades strike. The cosmopolitan character of the population, and the fact that many of the working people are only transcient residents, tend to favor radicalism and excitability. On the other hand, the employing classes of the city have too little sympathy with labor and too little information concerning the history and purposes of labor organizations. The slightest reflection will show the economic necessity of the organization of labor, if organization of capital is admitted to be necessary. The employers have also underestimated the uprightness of the laboring classes and especially of the labor leaders. During the building trades strike a prominent business man in Chicago suggested to Professor Taylor that the only way to settle the strike was to provide for the leaders who would lose their salaried positions in the labor unions by such a settlement, and he offered to put into Professor Taylor's hands $10,000 for that purpose. The witness declared to him that trade unionism in Chicago could not be purchased for $10,000 or any other sum, and that such an estimate of the venality of the rank and file, or even of the officers of the unions, was unwarranted, and tended to add fuel to the fire of strong feeling.

Both among employers and employees, moreover, there has been a tendency toward bitterness and disregard of the rights on the other side. Both sides have been quick to resort to threats. The sentiment of employers and of employees has often been in favor of "fighting it out;" employers have declared, "We will starve them out." The contractors have shown unnecessary rudeness in receiving delegations from the employees, and unnecessary violence has been shown in the language used by the members of the building trades council. (540, 541.)

2. *Character of small contractors.*—Mr. LONG, business agent of the gas fitters' association, says that his union seldom has any trouble with the large contractors. The trouble arises with the small men, who have gone into business for themselves because they are not first-class mechanics, and therefore have trouble in getting employment. (203.)

Mr. PREECE, of the bricklayers' union, states that there was a strike of the bricklayers in 1887, which lasted some 11 or 12 weeks. It was ended by an agreement for permanent arbitration, which maintained harmony between the bricklayers and their employers until 1897. In that year the contractors gave 6 months' notice of the termination of the agreement, according to its terms. At the same time they issued an ultimatum that they would not arbitrate unless the union refused to work for any but members of the Chicago Builders' Association. Arbitration committees were appointed by both bodies, and at the meeting the employers introduced a resolution providing that the bricklayers should not work for outside employers. The bricklayers succeeded in getting it modified so far as to permit them to work also for members of the union itself who were in business as builders. In 1898 the contractors complained that the competition of these union builders was too keen, and demanded that they be forced into the contractors' association. The bricklayers finally yielded and agreed to work for none but members of the contractors' association. The small contractors thus forced into the association numbered, the witness believes, at least 50 per cent of the contractors. This element, being so numerous, obtained control of the association and put in officers of its own selection. These officers were men of very different caliber and character from the old officers with whom the bricklayers had worked in harmony for many years. They assumed a very arbitrary position toward the union, and even objected to selecting an umpire for the settlement of disputes. Mr. Preece believes that the bad feeling that has been growing for 2 years is due to the events just related. The old contractors who used to control the association have now got control of it again, but the men who have held the offices and have made the trouble

have been able to misrepresent the causes of difficulty in such a way as to create a prejudice against the union in the minds of the present officers. (476, 477.)

3. *Paid agitators among employers.*—Mr. GUBBINS, president of the bricklayers' union, thinks that much of the trouble between the contractors and the workmen is due not to the large and responsible contractors, but to small men, and particularly to those small men who receive a per diem payment for sitting on committees. One of these men did only one job in 2 years, and that involved only 60,000 bricks. Such men can make more by prolonging the trouble and so keeping their places on committees of the employers' association than they can by contracting. (223, 229, 241.)

Mr. LONG, president of the board of business agents of the building trades council, states that the secretary of the committee of the contractors' council said to him, when the discussion preceding the present strike was going on, that the contractors were figuring on a lockout, and continued, "I don't care; I am getting paid for it, you know, and I will jolly the thing along." (199.)

4. *Attitude of the press.*—Mr. GUBBINS, president of the bricklayers' union, thinks that the Chicago papers have always acted very unfairly toward organized labor. He does not blame the reporters so much as the editorial force. He has seen statements which were written correctly by the reporters, but which were so altered before they appeared as to convey false impressions. The result is that the people at large are able to see only one side of the case. The workingmen have no money to buy up papers to advocate their cause. It is not to be wondered at, therefore, if people in general are prejudiced against the workmen. (236.)

5. *Unions primarily involved.*—Mr. POUCHOT, business agent of the sheet metal workers' union, says that there are no differences to be settled between the sheet metal workers and their employers, and that he understands that there are no differences except in three trades—the plumbers, the gasfitters, and the lathers—in each case on account of the limitation of the day's work. The sheet metal workers' union has never struck, though it has been locked out more than once. (437.)

B. Early demands, negotiations and attempted arbitration.—Mr. FALKENAU, a general contractor, states that the building trades council was organized in the year 1894. Its demands, or those of the affiliated unions which were enforced through it, became more and more unreasonable and arbitrary as time went on. Mr. Falkenau specifies the shutting out of apprentices and the limitation of the day's work. The contractors were obliged to submit to these things, as well as to a great variety of impositions and injustices, largely because of the necessity which they were generally under of finishing the work they were engaged on within a given time. The need of an organization which should enable the contractors to resist the arbitrary demands of the building trades council led to the organization of the building contractors' council in April, 1899.

On August 30, 1899, the building contractors' council resolved to appoint a committee of five to submit its grievances to the building trades council, and to inform it that unless the obnoxious rules were modified in some instances, and abolished in others, within 1 week, the organizations affiliated with the building contractors' council would be compelled to adopt measures for their own protection. No answer was received for more than a week. A conference was finally arranged, but the committee of the trades council failed to appear at the appointed time. A meeting was afterwards held, but no results were obtained. On November 17, 1899, the building contractors' council adopted a resolution of which the following is the important part:

"*Resolved*, That on and after January, 1900, the trades represented in the building contractors' council shall not recognize—

"First. Any limitation as to the amount of work a man may perform during his working day.

"Second. Any restriction of the use of machinery.

"Third. The right of any person to interfere with the workmen during working hours.

"Fourth. The sympathetic strike.

"Fifth. Restriction of the use of any manufactured material except prison made.

"Sixth. The right of the unions to prohibit the employment of apprentices.

"*And be it further resolved*, That a copy of these regulations be sent to the building trades council and its affiliated unions, as outlining the position of the building contractors' council with respect to the existing conditions in the building trade at the present time, that are detrimental to the welfare of all parties concerned, with the assurance that there is no disposition on the part of the building contractors' council to question the present rate of wages, hours, or the principles of legitimate unionism."

A copy of this resolution was sent by special messenger to the building trades council, and was referred by it to a committee, but no further action whatever seems to have been taken upon it. The resolution of the contractors was made public, and the resulting understanding and discussion of the methods of the building trades council brought upon it such an avalanche of public criticism that it thought it necessary to take steps to put itself in a better position in the public eye. It did not wish to recognize the contractors' council, and tried to get a committee appointed of outside contractors. This movement, if successful, besides avoiding the acknowledgment of a backdown, would have given an opportunity of creating a division among the contractors themselves by putting those outside the contractors' association in a position of antagonism to those within. Ultimately, upon the initiative of Mr. Madden, a committee of the trades council met a committee of the contractors' council and recognized it as such. The contractors submitted as subjects for arbitration the rules set forth in the resolution of November 17. The meetings of the joint committee proceeded harmoniously, and after they had been held almost daily for 10 days an agreement was reached.

The chief desire of the contractors had been to do away with the sympathetic strike. They believed that strikes could be avoided in nine-tenths of the cases if all differences were submitted to arbitration. The agreement of the joint committee provided for a board of arbitration, consisting of 5 members from the trades council and 5 members from the contractors' council, who were to have power to impose fines or punishments upon the members of both councils with such force that members under penalty should be debarred from all the privileges of their associations or unions until the penalties were satisfied. Every dispute, which the parties immediately in interest should not be able to settle, was to be referred to a standing arbitration committee of 5 members from the employers and 5 from the employees, representing the trade interested. If the trade directly interested should be unable to settle any case, the difference should be adjusted by the final board of arbitration of the two councils. No strike or lockout was to be authorized or called by reason of any dispute between the organizations represented in either council. Work was to continue uninterrupted during the arbitration. Other provisions of the agreement were that there should be no limitation of the amount of work which a man might do during the normal working day, that at least one apprentice should be allowed at each established shop in each trade, whose term of apprenticeship should expire before he should reach 22 years of age, and that no rules other than those embodied in these agreements should be promulgated, recognized, or enforced by either council unless authorized by the final board of arbitration. The contractors were to employ no workmen except those carrying cards of an organization affiliated with the building trades council.

The committee finished its work on December 28, and agreed to meet the next morning to attach their names to the final report. On December 29 the report was signed by the representatives of the contractors and by 4 representatives of the trades council. Three members of the trades council committee did not appear. The report was submitted to a meeting of the contractors' council on the same day and immediately ratified. The representatives of the trades council had given assurance that their body would ratify the agreement that evening, and had agreed to exchange ratifications the next day. When the committee of the contractors' council went to make the exchange of ratifications, they found a single representative of the trades council, who informed them that the trades council had referred the agreement to its constituent unions for a referendum vote, and that it would be 3 weeks before answers could be received from all the unions.

On January 5 the contractors were informed that a sympathetic strike had been declared on the Methodist Book Concern building. The conference committee of the contractors immediately went to the office of the trades council to protest. At this time they met Mr. Woodbury, one of the representatives of the trades council who had failed to sign the joint report, and asked his reasons for refusing. He said that they were personal and were nobody's business but his own. On another occasion, however, before the Sunset Club, Mr. Woodbury stated that he was absolutely opposed to arbitration agreements, because arbitration took too much itme, and in the end the men always got the worst of it. The difficulty on the Methodist Book Concern building was ultimately adjusted.

On January 17 the contractors' council wrote to the trades council asking that a definite answer with regard to the joint agreement be given not later than January 27. No answer was received within the time specified. The contractors concluded that the trades council was acting in bad faith, and was trying to delay the matter until the building season should begin and the contractors should all be busy. The contractors, therefore, adopted a circular notice, copies of which were furnished to every contractor with instructions to see that a copy was placed

in the hands of every journeyman and workman in his employ. The circular stated the rates of wages which the contractors proposed to pay to each class of workmen:

Bricklayers	$4.00	Carpenters	$3.40
Plumbers	4.00	Sheet-metal workers	3.40
Stonecutters	4.00	House drainers	3.28
Gas fitters	4.00	Iron workers, ornamental, and brackets	3.20
Steam fitters	4.00	Painters	3.00
Plasterers and engineers	4.00	Gravel roofers	3.00
Tile setters	4.00	Plasterers' laborers	2.40
Iron setters and bracket, structural	3.60	Laborers	2.00
Marble setters	3.50		

The circular continued:

"The unions affiliated with the building-trades council have absolutely ignored the joint agreement and failed to ratify the same. We hereby make the following rules to be enforced by the contractors of Chicago on and after February 5, 1900, and you will govern yourselves accordingly:

"Eight hours shall constitute a day's work.

"Time and one-half will be allowed for all overtime.

"Double time for Sundays and holidays.

"No limitation as to the amount of work a man shall perform in a day.

"No restriction as to union or nonunion made material.

"No restriction as to the use of machinery.

"The foreman shall be the agent of the contractor.

"The right to employ and discharge whoever he may choose is reserved to the employer."

The circular further stated that men who should work for the contractors on and after February 5 would have to work according to the rules adopted by the contractors' council. Upon the distribution of this circular the officers of the trades council declared to their men that it constituted a lockout on the part of the general contractors.

Mayor Harrison afterwards undertook to bring about a settlement of the difficulty by asking nine members of the contractors' council to meet nine members of the trades council in his office. The contractors, considering the result of two attempts to agree with the building-trades council, believed that that body was "so unreliable, lawless, and corrupt that no possible good could come from any conference or attempt at arbitration with them." They announced that they would not deal with the building-trades council as such. They referred the affiliated unions of the building-trades council to their respective bodies of employers—bricklayers to deal with master masons, carpenters with the master carpenters' organization, etc. (312–321.)

Mr. WOODBURY states that Mr. Falkenau's account of his attitude toward arbitration agreements, as expressed in a speech before the Sunset Club, is not true. In refutation of it, he submits a stenographic report of the speech referred to. He also states that Mr. Falkenau is not accurate in quoting the answer he made when he was asked why he did not sign the joint agreement of December, 1899. His answer was that he was not making explanations now. He says, in explanation of his refusal to sign, that he was not able to attend the first meetings of the joint committee and did not approve of what had been done when he returned from a necessary absence. Moreover, it was the feeling of the carpenters that their employers had no right to take a position which violated their existing agreement. That agreement was valid until April 1, and until that time no question of a change could properly arise. The experience of the carpenters in permitting agreements to be disturbed had not been gratifying. At the close of the World's Fair time they had an agreement, running nearly 2 years ahead, for wages of 40 cents an hour. The contractors requested a reduction, and the carpenters consented to arbitrate the question. The result was that they had to submit to a reduction to 35 cents an hour. (459, 460, 464.)

Mr. BRENNOCK, treasurer of the building-trades council, declares that the ultimatum presented by the contractors' council to the building-trades council was an insult. No conference was asked, but it was demanded that sympathetic strikes should be abolished. The contractors' council disregarded Mr. Madden's first invitation to a conference, and when later a similar committee did meet in conference it was found that on practically every proposition all the representatives of the contractors voted solidly on the one side and all the representatives of the employees solidly on the other. (468.)

Mr. MADDEN refers to the effort which he made to secure a reasonable settlement of the difficulties between the contractors and the workmen, and to the fact that the building-trades council never acted upon the agreement which had been unanimously settled by the joint committee. Every union which acted on it acted favorably, and the witness does not understand why the trades council did not ratify it. Mr. Madden also refers to the effort of the mayor to secure a settlement, which was defeated by the attitude of the contractors. They seem to have felt that they were not justified in any further negotiations with the men, in view of the failure of the men to ratify the agreement already reached. (109, 111.)

Mr. GUBBINS, president of the bricklayers' union, states that the building-trades council ignored a communication from the contractors' council looking to an agreement between the two bodies. Mr. B. M. Madden, a prominent material dealer, offered his services as mediator, and asked Mr. Gubbins if he would be willing to meet a committee of contractors to arrange a settlement of difficulties. Mr. Gubbins, after consulting with other labor leaders, agreed to the proposition, with a proviso that men be selected on the contractors' side who were not known as opponents of organized labor. This condition does not seem to Mr. Gubbins to have been fulfilled. The committee met, however, and after long deliberation arranged a basis of agreement which was submitted to the building contractors' council and to the building-trades council. The contractors' council promptly ratified it. The trades council had to submit it to a referendum vote. Mr. Gubbins is confident that it would have been ratified by the unions if the contractors had allowed them time to act upon it. Those unions which voted at all voted in favor of it, and those which failed to act within the period fixed, would have been counted in the affirmative. Before the time expired which the unions had asked for the contractors presented their ultimatum, in the shape of rules, which they had formulated contrary to all existing agreements with the unions. These rules would have lost to the workingmen their Saturday half-holiday, and would have made them work with anybody the employers saw fit to hire. They involved the locking out, from the following Monday, of all men who would not submit. This put an end to all negotiations. The mayor of Chicago afterwards proposed to the workingmen to appoint a committee to meet a like committee of the contractors. The workingmen consented, but when the mayor extended his invitation to the contractors they refused in a letter through the press. (220, 221, 226, 227, 229, 240.)

Mr. MILLER, a manufacturer of sheet-metal work, says that the most noticeable feature of the Madden arbitration was the lack of interest on the part of the laboring men. The award was signed by two or three or four of their members. The contractors' association now feels that it has wasted 2 or 3 weeks of time, and that it is not now worth while to attempt to arbitrate again, although the principal reason for refusing to negotiate further is that the contractors are not willing to arbitrate the question whether they shall be restricted as to the men they can employ. (354.)

Mr. OFFIELD, a patent lawyer, says that so long as the trade unions insist on their extreme demands there seems to be no chance of any agreement between the opposing parties in the present difficulties. Many manufacturers feel that the fight must be fought to a finish. Nevertheless, it would seem that there should be some further steps toward arbitration. The witness understands that there have been various negotiations and meetings of the parties in the various strikes, but that some difficulties have always arisen which have destroyed the spirit which would make a settlement possible. The manufacturers, so far as the witness knows, are disposed to be conciliatory, but there is a certain line, to go beyond which would mean the destruction of their rights. It would seem, however, that there must be some men or some organization which could be trusted to mediate between the contending parties. It is certainly desirable that the representatives of the manufacturers and of the workingmen should get together and try to harmonize their difficulties. (84, 85.)

C. Attitude of the workingmen and the employers toward arbitration. (See also above as to negotiations, p. XXXVII.)

Mr. CARROLL, president of the building trades council, states that the building trades have had the most perfect system of arbitration in existence. That system consists in the efforts of the business agents, and afterwards of the board of business agents, to obtain a personal agreement with the contractors, the architects, and the owners, whenever a difficulty arises on any building. The members of the several unions are willing to submit their differences with their several employers, so far as such differences exist, to arbitration. This arbitration by

trades separately is the only sort of arbitration that is practicable. The plumbers are not willing to let their differences be adjusted by plasterers, nor the plasterers to let their differences be adjusted by plumbers. Nearly all of the delegates to the building trades council were in favor of the plan submitted by Mr. Madden, which provided for a general arbitration committee of five appointed by the building trades council and five appointed by the contractors' council. This plan was disapproved by the rank and file of the individual unions. Mr. Carroll does not think that there was one trade that wished to depart from the old plan of settlement between the employers and the employees of the individual trades. The trouble now is that the contractors refuse to arbitrate anything until the building trades council is destroyed. If the contractors would consent, each individual trade in which differences exist could proceed at once to arbitrate by itself, as the plumbers have vainly tried to induce the master plumbers to do. It is true that building could hardly progress in a satisfactory way while differences exist between masters and men in any one particular trade, because the building could not be finished without the introduction of nonunion men, and that would involve a strike on the part of any union men employed on the building in question or employed by the same firm in other places. Such an agreement could not fail to be reached on the part of every trade, however, if masters and men appointed each a man and these two men chose an umpire, whose vote should be final in all matters of dispute. The witness believes that all the trades would be willing that an arbitration committee be appointed, consisting of one man from each organization affiliated with the building trades council and one from each organization affiliated with the contractors' council. As there are more organizations in the building trades council, this would give more votes to the workmen than to the contractors; but the witness does not believe that any trade would be willing to give up its vote. However, the workmen are willing to adopt any feasible plan of arbitration. The most practical plan is that which has already existed for years, of agreements by separate trades. (268–274.)

Mr. NICHOLSON, a contractor, says that the president of the carpenters' union and the head men of the bricklayers' union have told him that they would be very willing to arbitrate, but that they can not do so independently of the building trades council. (92.)

Mr. PREECE, of the bricklayers' union, believes that there ought to be arrangements for arbitration between the unions and the employers in each trade, but that there ought also to be a higher board, which could be called upon in case any trade and its employers could not agree. (477.)

Mr. PRICE, a general contractor, thinks that arbitration could be effected with the individual unions, but not with the building trades council. (362.)

Mr. BRENNOCK, treasurer of the building trades council, thinks that the council can not undertake a joint settlement of a strike for all the trades represented. The men from the different trades do not understand the conditions of any particular trade thoroughly. The proper method of settlement is with the separate trades. There is nothing, so far as the witness knows, in the constitution of the building trades council to prevent such a settlement. (468.)

Mr. STILES, a master painter, thinks that it would be better for the different trades to arbitrate their own difficulties, regardless of any central bodies. It would probably be necessary to have some practical cooperation among the different trades in order to reach an effective agreement. (340, 341.)

Mr. FRANK M. RYAN says that the agreement between the Bridge and Structural Iron Workers' Union and the contractors provided for arbitration concerning any matter not specifically regulated by the agreement itself. The witness thinks that difficulties between employers and employees in the building trades should, so far as possible, be settled by negotiations or arbitration between representatives of the individual trade affected. A contractor who is engaged in steel construction for buildings, or a workman who is actually performing this class of work, knows the conditions much better than any other person. It is not desirable that representatives of other trades should be called in to determine the question in dispute unless it is absolutely necessary. If, however, no agreement can be reached, appeal to the building trades council is the only resort. The witness believes that the majority of the trades in the council could compel any one trade to arbitrate, or at least to accept the decision of arbitrators as to general disputes affecting all of the trades. (281–284.)

Mr. KLEIN, president of the Bricklayers' and Masons' International Union of America, says that it has been the policy of that organization during the past 7 years to arbitrate labor disputes, but he has been unable to bring about arbitration in the present dispute in Chicago. On his arrival in Chicago a few days

before his testimony, the witness visited the subordinate organization of the bricklayers' union and appealed to them to give him a fair chance to seek arbitration of the dispute between the union and the organization of the master masons. Mr. Klein at that time believed that there must be some misunderstanding as to the attitude of the master masons. He found, however, on approaching the master masons that they refused absolutely to arbitrate. They asked how it would be possible for the bricklayers to arbitrate independently of the building trades council. The witness explained to the master masons that it was the policy of the bricklayers' organization to compel its local bodies to seek arbitration, and in case of refusal to withhold financial aid. The witness declares that it would have been possible for the international organization to hold the local body to conformity to the decision of the arbitrators if arbitration had been agreed to. It would have been the duty of the parent organization, in case of failure to carry out the decision, to take up the fight on behalf of the contractors.

On the very day when the witness appeared before the commission the master masons declared to him, he states, that they would not arbitrate until the building trades council should be broken up. The witness put the question whether their doctrine was not "rule or ruin for one side or the other," and one of the master masons present admitted that it was. This refusal on the part of the master masons to arbitrate is, Mr. Klein declares, entirely in disregard of the rights of the public, who are injured by the inability to proceed with any building whatever so long as the strike continues. There is no doubt that the laboring people have made mistakes, and that in some of their demands they are wrong; but this should not hinder efforts to bring about a general settlement.

Mr. Klein thinks, also, that the refusal of the master masons to agree to arbitration is likely to result in the extension of the strike against them to other cities, at least so far as master masons who belong to the organization in Chicago are carrying on work in other cities. It is true that in most large cities there are arrangements by which disputes between the local employers and employees are to be settled by arbitration, but the witness thinks that even the employers themselves in these cities would be liberal enough to take up the fight against the Chicago master masons in view of their absolute refusal to arbitrate, a refusal which is entirely unreasonable and which will destroy the building business for the entire season.

Mr. Klein is not quite certain whether the building trades council (as distinguished from the bricklayers' union) actually desires arbitration of the present disputes, but he is inclined to think that it does. (155–159.)

Mr. GUBBINS, president of the bricklayers' union, states that he went with the international president of the bricklayers' union to the office of the contractors' association, and that he was there told that the policy of the contractors' association was to rule or to ruin, and that the view of the contractors was that "to the victor belong the spoils." It was not pretended that the contractors had any grievance against the bricklayers. In the judgment of Mr. Gubbins the actual purpose of the employers is to destroy not only the building trades council, but afterwards the several individual unions. (222.)

Mr. GINDELE refers to the testimony of Mr. Klein and Mr. Gubbins as to the alleged statement that the policy of the contractors is one of rule or ruin, and as to the use of the phrase, "to the victor belong the spoils." Mr. Gindele says that while he is the person referred to, he in fact said that the policy of the contractors is not one of rule or ruin, and that, while he did use the phrase about the spoils, he explained that the contractors seek no spoils but the return of prosperity to the building industries of Chicago, and that if they are victorious they will pay the wages already announced and will try to give employment to the union men. (364.)

Mr. GUBBINS states that all the workingmen in Chicago are willing to accept arbitration, and always have been. The bricklayers would not arbitrate with their employers except upon the condition that the employers of other trades should also arbitrate with their men. The international union of bricklayers, from which the local bricklayers receive assistance during their strike, would have required such separate arbitration if the employers had consented to it, and would have withdrawn its aid if the local unions had refused to consent. The refusal of the employers to arbitrate saved the bricklayers from this dilemma. The witness would not favor a general arbitration by all the bodies together, because the conditions of each trade are understood only by men connected with it. He would favor, however, a board of appeal, to which questions should be referred which the several trades might be unable to settle separately. He would be glad to have such a board appointed from among representative men of Chicago, or to have the President of the United States select men, either from Chicago or from

other parts of the country, or to have the places filled by members of the Industrial Commission. (220, 222, 225, 240–245.)

Mr. Gubbins says that his association made all possible effort to continue during 1900 its agreement with the mason contractors' association. By their standing agreement the two bodies should have met during the month of January to renew their arrangements for the year. Mr. Gubbins and his union wrote to the contractors' association and repeatedly telephoned to them for an appointment, according to the understanding. The contractors' association refused to make an appointment. (221.)

Mr. PREECE, of the bricklayers' union, also states that the union made several attempts to meet the contractors to make an agreement for the coming year as usual, but the contractors put them off from time to time and refused or neglected to appoint the necessary committee. (479.)

Mr. NICHOLSON says that the arbitration agreement of the bricklayers was long maintained only by a bare majority of the workmen and the employers. (91.)

Mr. LILLIEN says that the hod carriers' union, of which he is president, made an agreement with the master masons' association about June 27, 1898, under which they worked till the end of 1899, and in which, Mr. Lillien states, no change was ever made by his organization. About January 17, 1900, the hod carriers' union sent a communication to the master masons, asking for a joint arbitration board. No answer was ever received, but the members of the hod carriers' union were notified individually by their employers that certain rules, which the employers had formulated without consulting the union, would be in force from the 5th of February. (114,115.)

Mr. PREECE, of the bricklayers' union, declares that every trade of the building trades' council is willing, he believes, to arbitrate. Arbitration is the only method by which the present disputes can ever be settled. No employer has a right to say to his employees that there is nothing to arbitrate. It is the duty of the contractors to send a communication to each union asking for an arbitration committee, and every union would respond. (477–479.)

Mr. CARROLL, president of the building trades council, understands that the plumbers have written to the contractors' organization, besides informing them verbally, that they are willing to arbitrate the differences between the journeymen and the employers, and he has been informed that the employing plumbers referred the question to the building contractors' council, and that it refused to allow the arbitration. (271.)

Mr. FALKENAU believes that the idea which he attributes to Mr. Woodbury, that arbitration is rarely satisfactory and takes too much time, and the men always get the worst of it, underlies the objections of several of the unions to the agreement which was made by the joint committee of the contractors' council and the trades council, but which the trades council failed to ratify. (318, 319, 325.)

Mr. MADDEN, president of the Western Stone Company, does not think that any hesitation on the part of either the workmen or the contractors to suggest arbitration, on the ground that such a suggestion would be regarded as a confession of weakness, is well founded. Each side knows the strength and staying qualities of the other side so well that no such impression would be given. (111.)

Mr. NICHOLSON, a contractor, does not think that there is any basis for the suggestion that if either side of the controversy offered to arbitrate the other side would consider it a sign of weakness. The greatest difficulty will be in getting unbiased arbitrators. (92.)

Rights of the public in the dispute.—Professor TAYLOR insists that both employers and employees in the building trades dispute disregarded the rights of the great third party, the public, and the witness justifies his own activity in endeavoring to bring about a settlement especially because of the fact that the Chicago Commons, of which he is president, was erecting a $60,000 building at the time, and suffered loss by the fact that from February to August it remained without a roof and with no work done upon it. In an address before a convention of trades unions in May, 1900, Professor Taylor declared that great damage was being done to the industrial reputation of Chicago by the advertisement of the insecurity of labor and capital there, and that individuals were also suffering a great loss by the prolongation of the dispute, so that the public had a just right to interfere, a right which, up to that time, had been contemptuously ignored by both parties. (533, 534.)

D. Later negotiations and agreements with various labor organizations.—1. *Contractors' ultimatum of April 30, 1900.*—Professor TAYLOR and Mr. MILLER in their testimony given in February, 1901, referred to an ultimatum issued by the building contractors' council on April 30, 1901. This ultimatum was very similar in its general principles to that submitted by the contractors in November, 1899. A

proposed form of agreement, to be adopted by the various separate contractors' associations and the separate labor organizations, was drawn up. This provided that there should be no limitation of the amount of work to be done in a day, of the use of machinery and tools, or of the use of any manufactured material except prison made; that no person should have the right to interfere with the workingmen during working hours, and that the foreman should be the agent of the employer; that apprentices should not be prohibited, and that workingmen should work for whomsoever they saw fit and employers employ whomsoever they saw fit; that no union man should quit work because of the employment of non-union men on the same building or on any other building; that there should be no interference on the part of any outside person or organization. An arbitration system was also provided for, with fines for violation of agreements or of awards of arbitrators. The agreement should become operative only when the union making it should withdraw permanently from the building trades council and should agree "not to become affiliated with any organization of a like character." (MILLER, 517, 525; TAYLOR, 532, 533; text of ultimatum, p. 563.)

2. *Further futile attempts at conciliation.*—After this time there were various attempts at conciliation and arbitration as to the general dispute, which are described by Professor TAYLOR.

At a meeting of a convention of all the trades unions of the city held on May 13, 1900, Professor Taylor made an address criticising the weak points of both parties in the dispute, and especially urging the right of the general public, as the great third party, to have its interests considered. As a result a resolution was passed directing the chairman of the meeting to appoint one member from each of three different trade unions not affiliated with the building trades council to act together with three persons to be appointed by some commercial or real estate body, with Professor Taylor as the seventh member, as a commission of inquiry to investigate the facts regarding the dispute and endeavor to bring about a peaceful settlement. Professor Taylor wrote to Mr. O'Brien, chairman of the building contractors' council, regarding this movement, and inquired whether the council would present facts in connection with such an investigation, neither side to be committed to the acceptance of the findings. The secretary of the contractors' council replied, stating that the ultimatum of April 30 contained the only conditions upon which a settlement of the difficulties could be made, and declaring that the principles of that ultimatum were generally approved by the public and needed no explanation or defense, while to comply with the request for investigation would only tend to postpone the adjustment. Nevertheless, the matter was laid before the Chicago Real Estate Board, which agreed to lend its aid and passed resolutions declaring that it believed that all the differences except such as involved constitutional rights, were a proper subject for arbitration, and that a plan of arbitration could be easily agreed upon. Repeated efforts subsequently made to secure the consent of the contractors' council to join in the proposed investigation failed.

Meanwhile another movement in favor of a conference between representatives of the contractors' council and the building trades council had been initiated, and the committee appointed by the convention of trades unions recommended that further action be postponed pending the result of that conference. This conference took place between June 12 and 21, and an elaborate stenographic report of it has been published. No agreement, however, was reached. (533–537.)

3. *Agreement with bricklayers.*—The first important labor organization to withdraw from the building trades council and to enter into an agreement essentially similar to that drafted by the building contractors' council was the bricklayers' organization, which signed a contract June 27, 1900. A copy of this contract is submitted in connection with the testimony of Mr. Miller. (525).

Aside from containing the provisions of the contractors' ultimatum above referred to, the agreement provided that 8 hours should constitute a days' work, except on Saturday during the summer, when there should be 4 hours' work for 4 hours' pay. Overtime was to be paid at one and one-half rates, and double rates were to be paid for work on Sundays and holidays. The minimum rate of wages was fixed at 50 cents per hour, wages payable biweekly. Each employer was given the right to have not more than one new apprentice each year, the term of apprenticeship to be not less than 3 years, and detailed rules regarding apprenticeship were provided. Finally an arbitration board was established, consisting of 5 members, elected from each side yearly, all of whom must be actively engaged in the trade, and none of whom might hold a public office. These members were to select an umpire, not affiliated with the building industry, neither an employee nor an employer of labor. The board was given full power to enforce the agreement and to make working rules, and no strike or lockout

might be begun pending its decision. The provisions regarding the arbitration board were essentially the same as those contained in the draft form of agreement submitted by the contractors' council in April.

As an explanation of the early withdrawal of the bricklayers' unions from the building trades council, Professor TAYLOR says that this was no great surprise, since the bricklayers had never been very closely identified with the council. For some years previous to the strike the relations of the bricklayers and the contractors had been very friendly, and there had been no strike or lockout, all disputes being settled by conciliation and arbitration. (533.)

Mr. MILLER says that the bricklayers were influenced in reaching their agreement by the fact that their national organization declared the Chicago strike irregular, and refused to furnish funds. (516.)

4. *Further agreements and history after bricklayers' agreement.*—Mr. MILLER says that a result of the agreements between the bricklayers and their employers was the partial resumption of building operations. Employers were willing to employ men who had withdrawn from the unions, or members of the unions which had withdrawn from the building trades council, but it was difficult to find out what the real status of individuals was. With the cooperation of employers several new unions were formed, composed of men who had withdrawn from the old unions. These were distinct from the industrial unions formed earlier, and represented separate trades. There were such new unions of stonecutters, carpenters, plumbers, and hoisting engineers. The witness admits that such organizations would not be considered regular by members of the building trades council or by labor organizations generally. As a further guaranty regarding the position of men employed, affidavits were required from the men to the effect that they had withdrawn from the unions, and in the sheet-metal trade each man had to sign an individual agreement of employment.

From time to time after this, says Mr. Miller, various trade unions withdrew from the building trades council, and signed agreements with the contractors' council. The agreements were in general based closely upon the contractors' ultimatum of April 30, but some of them struck out the clause giving the individual union men the right to remain at work regardless of the will of the union. The unions had especially objected to this provision, which seemed to them to take away their power to discipline their members. The contractors' council did not desire to destroy the unions. In none of these agreements were there any reductions of the rate of wages prevailing before the strike; employers were perfectly willing to pay the union scale. (517)

Professor TAYLOR also refers to the fact that during the latter half of the year 1900, various other labor organizations, in addition to the bricklayers, withdrew from the building trades council and made agreements with the respective associations of contractors. An agreement made by the structual iron workers in 1900 contained the same general conditions as were laid down in the ultimatum of April 30, but omitted the requirement that the unions should not become affiliated with another central organization. A provision was inserted that if such a new central body was formed it should be composed solely of the mechanic trades actually employed on buildings, and that its constitutions and rules must not be in conflict with the terms of the agreement. (532.)

Mr. MILLER states further that the master carpenters made an agreement with the new union of carpenters to pay them 42½ cents per hour and to give them preference over union men still affiliated with the building trades' council. The old union in the council then authorized its members to work for any wages they could get, and in many cases they were hired. As a matter of fact, Mr. Miller declares, by February, 1901, employers in most building lines in Chicago were employing men on satisfactory terms, not asking any questions as to whether they were union men or not. (518.)

5. *The carpenters' agreement, February, 1901.*—In February, 1901, at the time of Professor TAYLOR'S testimony, representatives of the employers' associations of carpenters and of the carpenters' executive council, the central organization of the various carpenters' unions, had reached an agreement, which had been referred to a referendum vote of the unions, and which, subsequent to the testimony, was ratified by them. This agreement was submitted in full by Professor Taylor (p. 528). It contained most of the provisions laid down in the contractors' ultimatum of April 30, but with some very important modifications, as pointed out by Professor TAYLOR.

In the first place, the agreement contained the same clause regarding the establishment of a new central body in the building trades as was contained in the structural iron workers' agreement (see above). This is, in the opinion of Professor Taylor, a partial victory for the employees, since the contractors have

abandoned their demand that no new central body of the building trades shall be formed. The proviso that only trades actually employed on buildings shall be admitted to the new central organization meets the just complaint of the employers against the power, under the former constitution, of the small unions only loosely connected with the building trades, such as the mosaic setters, tile layers, marble cutters, etc. Contracts for work done by these men are often sublet, and the men do not come directly in contact with the chief contractor, a fact which greatly complicates questions of agreement. Under the constitution of the former council each union had equal voting power, regardless of its membership, and these smaller unions had an undue influence. (532.)

Professor TAYLOR asserts that had the building contractors' council been willing many months earlier to withdraw their demand for the absolute destruction of any central body in the building trades, as they ultimately did, the prolongation of the dispute might have been prevented. He points out that, in a letter written by him to a member of the contractors' council on June 4, 1900, he suggested that if the contractors' ultimatum of April 30, providing that the unions should not "become affiliated with any other organization of a like character" were rightly interpreted, it would permit the unions to affiliate with some other central organization not of a like character. The letter added that the rank and file and even some of the leaders of the building trades were at the point, in any case, of giving up the sympathetic strike, and that an agreement satisfactory to both sides might readily be reached if the contractors would avoid the mistake of insisting that the unions should withdraw permanently from a central body, of any kind. Limitations of the powers of the reorganized central body could easily be prescribed by the pending conference of the contractors and the building trades council. (532, 537.)

In the second place, the carpenters' agreement, continues Mr. TAYLOR, contains a modification of the provisions of the contractors' ultimatum regarding the employment of nonunion men. The members of the union shall not work with carpenters on the same job unless they are affiliated with the Carpenters' Executive Council, but, on the other hand, none shall quit work because of the employment of a nonunion man in some other line of work or trade on the building, or because of the employment of nonunion men, in their own or in any other trade, on any other building or job.

Other provisions which, in Professor Taylor's opinion, may be considered as advantages gained by the contractors, are the dissolution of the existing building trades council and the elimination of its name; the practical elimination of the sympathetic strike; the provision that business agents shall not interfere with men working on a job, but that a steward, appointed by the men, shall represent them in their dealings with employers; and the prohibition of restrictions on the amount of work, the use of machinery, or the employment of apprentices. On the other hand, the employees retain the Saturday half holiday throughout the year, the hours of labor being 8 per day on other days; they obtain a rate of 42½ cents per hour until April 1, 1902, and thereafter 45 cents per hour; they secure the prohibition of piecework and subcontracting, and employers agree that if they employ nonunion men they will pay them the union rate of wages. (532, 533.)

The provision regarding arbitration in the carpenters' agreement is based on the contractors' ultimatum of April 30, 1900. The parties agree that they will elect an arbitration committee each year, and will submit all disputes arising under the agreement to the committee, refraining from strikes or lockouts pending its decision, and that the decision shall be final and binding. The carpenters and builders' association is to select 5 members; the master carpenters' association 3 members, and the carpenters' executive council, representing all the employees, 8 members. No person may be a member who is not actively engaged in the trade, or who holds a public office. The board is to select an umpire not affiliated with the building trades and neither an employee nor an employer. If the board can not agree as to any dispute, the umpire shall be requested to sit with it, and, after he has heard the evidence, to cast the deciding vote. There are also provisions regarding the enforcement of the decisions of the board by means of fines. Any member of either the employees' or the employers' organization, who shall violate any part of the agreement or the decision of the arbitrators, is subject to a fine of from $10 to $200. If the fine is not paid by the offender, it shall be paid from the treasury of the organization to which he belongs, or in lieu thereof the organization shall suspend him, and shall not reinstate him unless he pays his fine or unless the joint arbitration board unanimously consents. All fines are to be divided equally between the two parties.

The joint arbitration board also has the right to summon any member of the organizations of employers or employees to appear as a witness, subject to a fine of $25 for failure to do so. (529.)

6. *Effect of the carpenters' agreement on the building trades' lockout.*—The carpenters' agreement of February, 1901, according to Professor TAYLOR'S testimony at that time, very greatly diminished the strength of the building trades' council and made it practically ineffective. The following statement shows the number of unions which had, on Februrary 12, 1901, withdrawn from the council, with their membership at the time of withdrawal, and the number of unions remaining in the council, with their membership at the time:

UNIONS WITHDRAWN FROM THE BUILDING TRADES' COUNCIL OF CHICAGO.

	Members.
Carpenters' Executive Council	4,300
Tile Layers	100
Tile Layers' Helpers	100
Slate and Tile Roofers	100
Hod Carriers	3,500
Bricklayers	2,225
Plumbers	400
Plasterers	360
Bridge and Structural Iron Workers	700
Steam Fitters	300
Junior Steam Fitters	200
Gas Fitters	260
Electricians (suspended)	400
	12,945

UNIONS REMAINING IN THE BUILDING TRADES' COUNCIL OF CHICAGO.

	Members.
Sheet Metal Workers	360
Boiler Makers	200
Architectural Iron Workers	175
Painters and Decorators	2,950
Elevator Constructors	175
Gravel Roofers	150
Hoisting Engineers	155
Italian Mosaic Helpers	100
Marble Cutters	100
Marble Setters' Helpers	100
Lathers	300
Paper Hangers	160
Stone Cutters	700
Stone Sawyers	155
Stone Derrick Men	100
Stone Carvers	100
Tunnel Miners	300
Steam Pipe and Boiler Curvers	100
Marble, Enamel, and Glass Mosaic Workers	100
	6,480

It will be observed that 12,945 members, belonging to the largest and most influential unions, had withdrawn up to this time, while only 6,480 members of smaller unions remained affiliated with the council. (531.)[1]

II. BUILDING TRADES ORGANIZATIONS.

A. Building trades council.—1. *Organization and membership.*—Mr. POUCHOT, business agent of the sheet-metal workers' union, states that the building trades council was formed in 1890, when a strike of the sheet-metal workers led the workingmen to see the advisability of a central organization. He estimates its membership at 45,000 to 50,000. (429, 435, 437.)

Mr. CARROLL, president of the building trades council, states that the council was formed on January 10, 1891. Nine unions joined in forming it. It is now composed of thirty-four unions. Mr. Carroll estimates the total membership at between 50,000 and 60,000. The council itself is composed of somewhat more than 180 delegates, elected by different local unions, in proportion to their membership. No officer of the council except the secretary receives compensation. (266, 267, 274, 276.)

Professor TAYLOR states that in February, 1901, there remained in the building trades council 6,480 members. The members of the unions that had withdrawn from the council, at the date of their respective withdrawals, numbered 12,945. The witness does not believe that the statements of members of the council in 1900 that there were from 45,000 to 60,000 members in the organization, are correct, although he presumes that there were at that time many more members than are shown in the figures above given, since a great many employees had left the city and the figures given are those of the latest date. Perhaps 10,000 members had left the city. (531.)

Mr. MANGAN, of the steam fitters' union, states that the building trades council of Chicago was in its infancy in 1892. He cites the article of the steam fitters' agreement providing that a sympathetic strike should not be a violation of the contract as proof that the master steam fitters knew of the building trades' council in that year. He states that the council enters into no agreement, has no business agents in the field, and has no salaried officers except the secretary, janitor, and treasurer. The treasurer receives $3 per week. (443, 444, 446.)

Mr. GUBBINS, president of the bricklayers' union, states that the building trades council is made up of delegates from 34 different trade unions. The bricklayers'

[1] Newspaper advices of a later date show that the remaining trades practically all reached agreements with their employers shortly after the carpenters' agreement, and that a new central council of the building trades, on lines laid down in the carpenters' agreement, was later organized.

union, with about 3,000 men, is entitled to 17 delegates in the council. There is, besides, a board of business agents, a separate organization. Each union has as many business agents as it can support. The building trades' council habitually refers matters of grave importance to a referendum vote of the unions. (241.)

2. *Powers and policy.*—Mr. CARROLL, president of the building trades council, says that the statements made by the contractors and the papers about the power of the council are greatly exagerated. It does not make agreements with employers and does not dictate what agreements the individual unions may make. It simply undertakes to secure the enforcement of such agreements as it approves. Each union has perfect autonomy, but if a union makes a rule contrary to the rules of the council, the council will not help to enforce it. The council has always opposed agreements providing that the members of any union shall work exclusively for the members of the employers' association of that trade. It has never approved the limiting of a day's work, and has never placed an embargo on material from outside of the city. These things have been done only by the individual unions at the request of the contractors themselves. (266, 267.)

Mr. POUCHOT, business agent of the sheet-metal workers' union, states that he has been a delegate to the building trades council almost continuously since it was formed in 1890. In all that time the building trades council has never ordered a sympathetic strike. The board of business agents is a separate organization, but not even that board calls a sympathetic strike. When a business agent fails to settle a grievance with an employer he asks the board of business agents for a committee containing a representative of each trade employed on the job. If the committee finds that the complaint is justified, each member notifies the men of his own trade that a grievance exists, and the men quit work of their own accord, if they deem it advisable. The men of the trades other than that in which the grievance arises generally continue to work, unless nonunion men are put on the job. (435.)

Mr. WOODBURY, president of the carpenters' district council, says that the justest criticism against the building trades council is that it does not assume as much power over the affiliated bodies as it ought. None of the rules that fault has been found with have been indorsed by the building trades' council. Mr. Woodbury does not know of a strike that has occurred to enforce them outside of the trades concerned. (460.)

Mr. MILLER, a contractor, in his testimony of February, 1901, criticises the constitution and rules of the building trades council. One rule provided that all members of the various organizations belonging to the council must hold working cards, issued quarterly by the council—one side to represent the council and the other the trade organization. A man could not get work unless he had such a card.

Another provision to which Mr. Miller objects was that regarding the power of the board of business agents. The constitution provided that when trouble should occur on any building the business agent of the individual union should try to settle it with the contractor. Failing in doing so, he should lay the matter before the building trades council or before the board of business agents, and be governed by their action, with the power to call a general strike of all trades on the building, if approved in this way. A strike could be ordered by a vote of a majority of the trade unions or business agents, each union having equal weight regardless of its membership. Thus the board of business agents, composed of paid delegates of each union, had power to cause a strike without any action of the individual union at all, and throw all the men in all the trades out of employment. There was also a building material trades' council, composed of representatives of unions working in factories on material afterwards put into buildings. This organization worked in harmony with the building trades' council, and they strengthened one another.

Mr. Miller also condemns the rule of the building trades council which provided that it should use the united strength of all trades to compel nonunion men to conform to the laws of the trade to which they should properly belong.

The witness asserts also that unity of action in the building trades council was secured by compulsion of the members. Each union had rules requiring its members to stop work when ordered by the council, and prohibiting them from working with nonunion men. These rules were enforced by fines and suspensions.

At the time of his testimony, February, 1901, Mr. Miller said that the building trades' council was no longer able to enforce these rules, although they were still in its constitution and by-laws. (515, 516.)

Mr. Miller declares further his belief that labor organizations in the building trades are not necessary in order to maintain satisfactory conditions of labor, and he apparently does not favor central organizations either among the employers or the employees. The contractors' council was formed, he says, simply to combat

the concerted action of the other parties. The rules of the contractors' council are not so extreme as those of the building trades council. It has never expelled anyone or fined anyone. The witness favors no organization which will not allow all people to conduct business and all workmen to labor whether they belong to the organization or not. Moreover, employers do not want to make contracts with individuals or with labor organizations and then allow some other body outside, like the building trades council, the right to annul such contracts. (521, 523.)

Professor TAYLOR admits that the building trades council was somewhat of an experiment in trades unionism, but he maintains that the workers in the different building trades are so closely brought together on the same jobs that they need some agreement in order to protect the interests of the whole body of workingmen. While there are many disputes which should be settled entirely within the trade, where the men have technical knowledge of the conditions, there is truth in the contention that as to many other disputes where the interests of several trades are involved, the building trades council might have become a clearing house. Employers would have found it harder to refer every little difference to each trade, often with an appeal to a national organization, than to settle these differences with one central body. The building trades council claims that the trouble was, not that it had too much authority, but that it had too little. (542, 543.)

B. Facts relating to particular unions.—1. *Bricklayers and Masons' International Union.*—Mr. KLEIN, president of the Bricklayers and Masons' International Union of America, says that that organization has been in existence about 35 years, and now includes 50,000 or 60,000 members. For the past 7 years it has compelled its local organizations to seek arbitration of all disputes. It has agreements with the master masons and other employees in a large number of cities, under which alldisputes are settled by arbitration. If the local organization refused to arbitrate or to abide by the decision of the arbitrators, it would be denied assistance from the strike funds. The constitution provides that in case a dispute can not be settled by arbitration the general organization will contribute to the support of the local organization, provided the strike is approved by vote of the subordinate unions throughout the country. The organization has a strike reserve fund, and provides for levying assessments immediately after deciding to enter a strike.

In Boston, New York, and perhaps 25 other cities the bricklayers' organization is kept independent of the local building trades' council. In Chicago the organization has been forced to unite with the council. The witness thinks that the rules of the international organization of bricklayers are paramount to those of the local building trades' council as regards the actions of the local bricklayers' union. He believes, however, that a central organization of the different trades connected with building operations in each city would be an advantageous thing if arbitration were recognized as the proper method of settling disputes, although it would be far more difficult to arrange for such settlement than if each trade acted separately. (155, 157.)

2. *Bricklayers' union of Chicago.*—Mr. GUBBINS states that the bricklayers' union of Chicago, of which he is president, has probably 5,000 names on the books, but only about 3,100 in good standing. The members in good standing vary constantly. Some men may not be in good standing this quarter and may the next. About 97 per cent of the bricklayers of Chicago are in the union. The dues are 50 cents per month, and the benefits are only for death and accident. When a member dies his widow gets $150. If a man is injured in connection with his work he gets $5 a week for 75 weeks. If he is not better at the end of that time he gets $25, and that ends his benefits. (226, 231.)

3. *Bridge and structural-iron workers.*—Mr. FRANK M. RYAN testifies that the bridge and structural-iron workers of Chicago were organized in 1890 and reorganized in 1892, when they joined the building trades' council. The union has about 1,000 members in good standing. There is also a national organization, but the Chicago union does not belong to it. The organization has succeeded in raising wages materially, and has been generally beneficial. It works under annual agreements with the employers, fixing wages and terms of employment, with a provision for arbitrating questions not strictly provided for in the agreements. The members of the organization will not work for contractors who do not assist in putting everybody on the same basis so far as wage scales and conditions of labor are concerned. The organization has had little difficulty with any contractor during the past two years. Its members are employed in all parts of the country, not only by Chicago firms, but also by other employers. The structural-iron workers of Chicago are specially skilled and work faster and harder than those in any other city. Men have been sent to St. Louis and New York to do work at wages considerably higher than those prevailing in those cities.

The witness attributes the higher wages which are received by structural-iron workers in Chicago largely to their effective organization, but partly also to their higher skill and harder work. The business is a growing one, the carpenter being more and more replaced by the structural-iron worker, so that there is a constant increase in employment. (278, 279, 281, 285.)

The bridge and structural-iron workers provide for accident and death benefits, the indemnity in case of accident being $5 per week for 12 weeks. Such a system is especially necessary on account of the danger of the work. It is the duty of the walking delegate to see to it that injured persons are properly cared for. Contractors generally fail to take necessary steps to protect their workmen. (279, 280.)

Mr. Ryan says that perhaps half of those engaged in this trade in Chicago were formerly seamen. (286.)

4. *Carpenters.*—Mr. WOODBURY, president of the carpenters' district council, states that the executive council of the national organization has no authority to cut off the local organization from its affiliation with the building trades council. It does have authority to expel the local organization, subject to an appeal to the general convention. Mr. Woodbury thinks it entirely improbable that any such action would be taken. (463.)

5. *Gas fitters.*—Mr. LONG, business agent of the Chicago gas fitters' association, states that this union was formed in 1879. It has no sick benefits. Before the World's Fair it had a membership of about 100. During the World's Fair the number rose to about 300, and Mr. Long says that some of the new men taken in at that time were competent and some were incompetent. The membership has now fallen to about 160. There may be from 3 to 6 nonunion gas fitters in Chicago. (205, 198.)

6. *Building laborers.*—Mr. LILLIEN states that the hod carriers' union, of which he is president, has a membership of about 5,000. Probably about 3,000 work for members of the mason builders' association, about 500 for plastering bosses, about 1,000 for the fireproofers, and the other 500 for carpenters. There are four local unions, and a central hod carriers' council, composed of delegates from the local unions in proportion to membership. The central council consists of 33 or 34 men. Questions of vital importance are always determined by a referendum vote at meeings of the local unions. When a question of importance is coming up it is advertised in the newspapers.

There was a hod carriers' union in 1886 and 1887, with a membership of 7,000 or 8,000. In 1887 came the big bricklayers' strike for a Saturday pay day. During this strike the laborers lost their organization. It was reorganized about two years later, but went to pieces again in the panic that succeeded the World's Fair. The present organization was formed in 1896. (113, 114, 118.)

7. *Lathers.*—Mr. REGAN states that the membership of the lathers' union in Chicago is about 300, and there may be from 8 to 20 lathers outside. Both wood lathing and iron lathing are included, and the men who understand one generally understand the other. There are 40 or 50 lathing contractors. They have an organization, but the workmen's union does not recognize it. The bosses' organization refused to join the building contractors' council, and there is no difficulty in this trade between the employers and the men. (208, 210, 211.)

8. *Plasterers.*—Mr. RILEY states that the plasterers' union, of which he is president, has about 350 members. (440.)

Mr. CARROLL, of the plasterers' union, believes that this union includes 90 per cent of the plasterers in Chicago, and that its membership is about 320. He states that there were 2,700 plasterers in Chicago during the World's Fair, and that before that the number had never been less than a thousand. (269.)

9. *Marble-cutters.*—Mr. MCCULLOUGH states that the marble-cutters' and setters' union, of which he is business agent, was formed in 1890. It was disbanded for 2 or 3 years, and was reorganized about 3 years ago. It now has about 287 men on its books, being about 97 per cent of the marble-cutters and setters in Chicago. Its members are at present scattered throughout the United States. (212.)

10. *Sheet metal workers.*—Mr. POUCHOT states that the sheet metal workers' union, of which he is business agent, has about 450 members in good standing, and a total of about 630 to 640 members on the books. (429.)

11. *Industrial union.*—Mr. BLISS, a contracting plasterer, says that he is now carrying on his business with men belonging to the Industrial Union, an organization which has been formed under the direction of the building contractors' council, and which is not affiliated with the building trades council. All of the contractors in the building contractors' council are employing industrial union men. He has been told that this union includes about 200 plasterers. It is not affiliated with any other labor organization. It is incorporated under the laws of

Illinois. So far as plastering operations are concerned, Mr. Boyle believes that they are going on practically as if there were no labor difficulties. The work in this line is largely, however, upon buildings which were about ready for plastering when the trouble began. (333, 334.)

Mr. WELLS, general contractor, states that the Industrial Union is duly chartered under the laws of the State, and is not affiliated with the building trades council or the Federation of Labor. It was formed to give men work. It has agreed to go to work under the rules promulgated by the building contractors' council. He believes it has no walking delegates. Its members are working at the same wages and under the same conditions which governed the union men before the strike, except that they work a full day on Saturday in the winter. (380.)

Mr. CLARK states that he is employing a few members of the Industrial Union to do necessary work. This organization has of course not members enough to do the work that ought to be going on, but is growing. (419.)

Mr. MILLER, a contractor, said in February, 1901, that the industrial union gradually went to pieces, and that the members which were left rejoined the old building trades council. (524.)

12. *Brass workers.*—Mr. ROUNTREE, of the Turner Brass Works, says that the International Brass Workers' Union is controlled by a president at Cleveland. The present strike among brass workers was authorized by the general executive committee at Cleveland, but the local committee was given the power to declare the strike off. The local executive committee is represented in its dealings with its employers by a business agent, and this agent very largely governs the action of the committee. (31.)

C. Admission to unions, and withdrawal from them.—Mr. MILLER, a manufacturer of sheet metal work, declares that it is a rule of the sheet metal workers' union in Chicago that when a man has once joined it the obligation of the union remains in force at least so long as he is in Chicago. He can not leave the organization. It seems to the witness that the system is absurd; that it is slavery. If a man leaves Chicago he must pay a fine of $50, and his employer is struck against until the fine is paid.

This organization also, Mr. Miller declares, refuses admission to deserving applicants in certain cases. He knows of at least three competent men who were excluded. One of these wanted a card as a helper, but was notified that only men under 21 years of age would be taken as helpers. Men thus excluded can not find work in the building branch of the trade in Chicago, but there are a number of nonunion shops which make tinware and do similar work. An excluded man would have a remedy at law for the attempt to prevent his securing work, but few people can take advantage of it. (346, 347.)

Mr. POUCHOT, business agent of the sheet metal workers' union, referring to the statement of Mr. Miller, says that his union issues withdrawal cards when a member retires from the trade and pays up all his dues. If a man violates a rule and does not square himself with the organization, he is suspended and perhaps expelled. The idea that a man is a life member is absurd. A man can stop paying his dues, as in any fraternal organization, and fall away. (433.)

Mr. Pouchot says that the sheet metal workers union did refuse to take in one man who had been employed by Mr. Miller, because the members thought that he was a detective in Mr. Miller's interest. The union also refused to admit a nephew of Mr. Miller as a helper. This was because the man was over 21 years old, and the rules of the union forbid the admission as a helper of a man of that age. (434.)

Mr. LONG, business agent of the Chicago gas fitters' association, says that that union always carries a member's name on the books until he withdraws honorably or dies. He is not permitted to leave the organization unless he leaves in an honest way. (202.)

Mr. CARROLL, of the plasterers' union, states that during the World's Fair that union refused to admit some men because they were not mechanics and could not do a day's work. The unions do not refuse admission to any man on any other ground. Even a man who has scabbed in another city and is under the ban of the union there will be admitted to the Chicago union, provided he agrees to comply with the rules of his own union hereafter. No organization holds anything against a union man for a lifetime. When a man violates a rule and is disciplined, that is the end of it. (275, 276.)

D. Democratic government of unions.—Mr. FALKENAU, a general contractor, believes that if a fair and honest unrestricted ballot could be taken, it would be shown that 80 to 85 per cent of the members of the unions are opposed to the present union conditions, and particularly to the sympathetic strike. He makes this

statement at the request of union men who are afraid to appear before the Commission lest they suffer personal violence. (322.)

Mr. NICHOLSON, a contractor, believes that the course of events would be different if the policy both of the labor unions and of the employers' organizations could actually be determined by the body of the members. Some of the unions have two or three thousand members; but only some 300 or 400 go to the meetings to elect officers. The witness wishes a referendum vote might be introduced; and he means by this a system under which every important question should be sent out to every member of the organization on a postal card, upon which each member should write his vote and return it to headquarters. The typographical union uses this system, and the employees of the Great Northern Railroad used it last year to vote on a question of a strike, and by means of it defeated the strike. The witness has observed that when unions are first formed they are carried on in a conservative manner by wise men; but after a time certain interests get their friends into the offices, disagreeable rules and regulations are made, and friction arises. Things are done which the rank and file do not at heart approve of. (93.)

Mr. PRICE, a general contractor, believes that a large majority of the union workmen are intelligent and honest, and have no sympathy with the arbitrary action of the building trades council. He has talked with many of his men, and has yet to find one who supports any of the arbitrary rules and exactions that are now enforced by the building trades council. The trouble is that an honest man can not oppose them single handed. The building trades council would cease to exist to-morrow if the question could be put to a vote by any secret system of balloting. (362.)

Mr. BUCHANAN says that any member of any local union can have a secret ballot on any important question if he chooses to call for it. Some of the unions even elect their representatives by the Australian ballot system. If the rank and file of the unions wished to abolish the building trades council, it would be easy to do so by means of secret votes in all the subordinate unions. (472.)

Mr. POUCHOT, business agent of the sheet metal workers' union, asserts that the policy of the union is determined by the rank and file. They vote freely, and their officers carry out their commands. In strikes the members of the sheet metal workers' union are uniformly loyal. On July 1, 1890, the union struck and continued on strike until the following February. Not a man fell away until December. In 1894 there was a strike in which some were off 7 weeks and some 10 weeks, and not a man failed. In the present strike not a man has fallen away up to the time of Mr. Pouchot's testimony. (438.)

Mr. WOODBURY states that all the laws of the carpenters' district council, of which he is president, its agreements and working rules, are made by a referendum vote. The local unions are required to notify every member in good standing that a vote will be taken at a certain time on a certain question. The vote of the majority determines the action of the whole. (456.)

Mr. Woodbury knows of no member of his organization that has broken away during the existing strike. A few of the ex-members of the union are working, but not many. Some men are not working, though not in good standing or not members of the union. (463.)

E. Character and power of leaders. (See also below, *Business agents.*)

Mr. NICHOLSON, a contractor, states that he has had as much dealing with the leaders of the unions as any employer, because he is the active outdoor superintendent of the work done by his firm. He has found the present officers exceedingly fair and exceedingly courteous. There are occasional difficulties, but nothing which could not be readily remedied by a system of arbitration. (100.)

Mr. BLISS, a painting contractor, declares that the men who get to the front in the unions, as in politics, are often the wire-pullers and not the most reputable class of men. The majority of the union men only go to the unions occasionally, when it is necessary to get out their cards. This leaves the actual management of affairs to a small clique, and from this cause many of the evils of union action arise. (252, 253.)

Mr. JONES, a nonunion machinist, declares that leaders and agitators control unions with dictatorial power. "When Cæsar pulls the string that man has got to dance." Men are forced to strike, and the chances are they can not find positions as good as those they are compelled to give up at the command of the officers. (194.)

Mr. CLARK states that the business agents have stopped his work on numerous occasions, sometimes in the most outrageous and arbitrary manner. The agents are elected by popular vote, and presumably represent the opinion of the union. He knows to his satisfaction, however, that they are sometimes called down very

hard and very promptly. In his own experience he has had no trouble in convincing the other officers that he was right in his disputes with the business agents, and in getting a proper settlement. (418.)

F. Business agents.—1. *Duties, power, and character.*—Mr. ROUNTREE, of the Turner Brass Works, says that the duties of the business agents of the trade unions in time of peace are to supply places for the journeyman members of the union, to solicit men to join the union, to see that the members attend the meetings and make their payments, and to look after the interests of the trade generally. Especially on account of the power of the business agent in securing places for members of the union, he is apt to be flattered and complimented by the men. Often he becomes merely a leech, and sometimes he becomes a "bum" or a saloon loafer. In times of strike the business agent is supposed to keep the men in line; to advise them as to what the pickets may or may not do; to see that the men attend roll call, and to have general supervision.

The objects of the walking delegate or business agent, if honestly carried out, would not be injurious. It is because the system is abused, because the walking delegates act according to self-interest, that the system becomes an evil. Walking delegates are usually paid $25 a week and expenses, and that amount will not employ a very high-grade man who can withstand temptations. The witness says that there is suspicion on the part of both workingmen and employers that walking delegates are sometimes corrupt in their transactions. Men who are competent to run a national organization would be more trustworthy, and employers would be more willing to deal with them.

On the other hand, Mr. Rountree admits that, as an employer, he is likely to be prejudiced in his attitude toward business agents. As a matter of fact, it is scarcely possible for workmen who spend practically all their working hours at their trade to cope with their employers without representation in some such manner. (32, 35.)

Mr. BAGLEY, a wholesale marble dealer, declares that the business agents generally possess the qualities that make the ward politician. They are not the best mechanics, but the organizers. They are changed very often. They are without any training in the business which they control, and their control, as a body, is absolute and unchecked. (392.)

Mr. WEBSTER says that although most manufacturers of machinery hold the very name of walking delegate offensive, his relations with walking delegates have been most pleasant. If unions be permitted in the shop, their officers must be permitted to perform certain duties. It is better to negotiate with the walking delegate than with one of the employees, because the man who goes to his employer feels that he is considered, in a certain sense, an agitator. (150.)

Mr. NICHOLSON, a contractor, being the man who oversees the actual work of his firm, has had a great deal of dealing with business agents, and he has found the most of them good men. He thinks there is little to say against the existence of them as an institution and a great deal in its favor. The powers of the business agents are not very definite, and the workmen ascribe many powers to them which they do not possess. If the business agent is hostile and hot tempered, he is apt to make trouble. (93, 94.)

Mr. MILLER, a contractor, says that the excuse given for the employment of business agents was that individuals who appeared as representatives of trade unions were victimized by employers. The witness does not believe that this was the case, nor does he think that employers object to business agents who perform their duties properly; they do object to their arbitrary acts. (521.)

Mr. BISNO, formerly business agent for the cloak makers' union, declares that the criticisms against walking delegates by employers are not justified. He thinks that the most important element in the attitude of the employers regarding the present demands of the strikers in Chicago is that they will not recognize the walking delegate or the union. Trade unions need some men to carry on their business, collect dues, find work for men out of employment, and attend to many other things. The individual workman, moreover, can not present his demands and complaints to the manufacturer satisfactorily. He is afraid to tell him his real sentiments. In the union hall the workingman votes and expresses his opinion, and the walking delegate acts as his representative before the employer. It may be true that national officers of labor unions are more easy to deal with than the local business agents, but this is because the national officers are less directly under the control of the rank and file of the men than the business agents. Every act of the local business agent must be reported to the union, and he is directly under the control of the members. Business agents do not have high salaries. The most of them could make a better living in other callings. (54.)

Mr. REID, organizer of the international association of machinists, declares that the attacks on the business agents of that organization, as well as upon those of other labor unions, are not justifiable. The duties of a business agent of the association of machinists are almost purely clerical. He does not rule the organization, but his work is laid out for him by the district lodge. He is just such a man as any company might employ to look after its interests. The machinists' organization has no such thing as walking delegates. The proposed agreement between the unions and the employers does not even mention a business agent. Business agents do not force themselves into the factories; but in places where members of the organization are employed they are accompanied by the committee of the employees of the shop whenever they approach the employer. (7, 11.)

Mr. WILSON, vice-president of the international association of machinists, says that the business agent in his organization is a very harmless individual. He has no powers except those delegated to him by the local union. Business agents have been established chiefly because men who present grievances to employers are very likely to be discharged. The general function of the agents is to confer with employers, to collect dues, and to help members of the union find situations. They do not enter the shop to visit men during working hours. The international association of machinists paid business agents in 1899 $5,046, this amount being divided among fully 20 persons. (494.)

Mr. LILLIEN, president of the hod carriers' union, has had much experience with business agents, and has no reason to doubt that they are all that they ought to be as members of society. The reason of the complaints which the employers make against them is that they stand up for the rights of the workmen. The poor laborer can not protest against ill treatment; if he does, he is discharged. The business agent stands between him and the tyrannical employer. The straighter the walking delegate is the more unpopular he is with the contractors. (117.)

Mr. CARROLL, president of the building trades council, states that the duty of the business agents is to hold the employers up to the agreements that they have made with the union. Without the business agent and the sympathetic strike not half of the workmen would get the wages which the employers have agreed with the union to pay. This fact is at the bottom of the charges which the employers make against the business agents. (267.)

Mr. Carroll also declares that the reiterated statements that the hours of labor, materials used, use of machinery, and other conditions of work have to be approved by the business agents are false. The business agent does not make the laws for the unions. The unions make the laws and he is instructed to enforce them. It is because he does enforce them that the dishonest contractor hates him. The contractors are now advertising that they are ready to maintain union wages. It has required all the strength of the building trades council, the individual unions, the business agents, and the sympathetic strike to compel the contractors to pay those wages. Without these forces the contractors' promises would be of small value. (267.)

Mr. WOODBURY, president of the carpenters' district council, states that a business agent occupies a purely executive position. He makes no law. He simply executes the laws framed by a referendum vote of all the members of his union. Business agents are not responsible for troubles in the industrial world. The witness has sometimes assumed responsibility, as an executive officer of his association, in opposing the laws of the union, because of the bitterness of the contractors against the business agents. He has risked his position and his salary, but has sometimes succeeded in convincing the members of the union that they were wrong. (456.)

Mr RYAN, business agent of the architectural iron workers' union, says that the business agent is not an evil. He acts entirely under instructions. He must follow strictly the rules of the union. In most cases he holds office for only 3 months, in some cases for 6 months. (451.)

Mr. BUCHANAN, who was formerly business agent for the structural iron workers' union, declares that the business agent's position is one of great difficulty and hard work. It is not a position of great power. The agent is elected by the rank and file, and acts under instructions from the union as a body. When he was business agent he always put before the union every question as to which he was in doubt what the will of the union was. The business agent does not desire a strike. The men on one job quit work without authority while he was business agent, and he demanded that they should go back to work until he should have an opportunity to adjust the matter without a strike, and this was done. If a representative of another union should ask him, as agent of his union, to go on strike on account of any grievance of the other men, he would not do so until he had seen

the employers, investigated the grievance, and determined for himself that there was reason for the strike and that a peaceful settlement could not be got. (471.)

2. *Election.*—Mr. CARROLL, president of the building trades council, states that each union selects its business agent by popular vote. Some are selected for 3 months, others for 6, and still others for a year. (267.)

Mr. LILLIEN states that his union selects its business agents by popular vote for terms of 6 months. (118.)

Mr. CARROLL states that the business agents are paid salaries by their respective local unions. (276.)

3. *Power regarding strikes and attitude toward them.* (See also as to building trades council, p. XLVIII.)—Mr. POUCHOT, business agent of the sheet metal workers' union, states that according to the constitution of his union the business agent has power to call out all men, when necessary, on strike. He does not know that he ever ordered the men on a job to quit. When he finds that a rule is being violated he informs the men, and they quit voluntarily. This is, in substance, the same as calling them off. (432.)

Mr. GRIFFITHS, a general contractor, states that the walking delegates with whom he has had experience have power to call off the men without referring the question to any board. (336.)

Mr. LILLIEN states that the business agents of the hod carriers' union, of which he is president, are not authorized to order strikes. If a member of the union has a grievance against the contractor the business agent goes and tries to settle it. If he and the contractor can not agree the members upon the work are notified and they generally quit of their own accord. Mr. Lillien regards this as a different thing from calling a strike. A strike can be ordered only by the union itself. (118.)

Mr. CARROLL, president of the building trades council, quotes a portion of the constitution of the council, which provides that when trouble occurs on any job, affecting any trade, it shall be the duty of the business agent to try to settle it with the contractor or owner. If he fails in this and a strike is necessary, "the business agent shall have power to call a general strike, but before doing so he shall lay the matter before the council or board of business agents at their next meeting, and be governed by their action or decision, which shall be equally binding on all trades in this council engaged on the job or building." (266.)

Section 13 of the articles of agreement of the painters' district council of Chicago reads as follows: "This agreement shall not take away the power of the business agent of the painters' district council to call a strike on any shop for any reason that may appear to the painters' district council to be just." (345.)

The rules of the carpenters' union provide a fine of not less than $10 for refusing to stop work when ordered to do so by the business agent, or treating him with disrespect. (398.)

Mr. MANGAN, of the steam fitters' union, asserts that it was his desire when he was a business agent, and, so far as he could see, it was the desire of every man in the board of business agents, to use every possible means to prevent a strike, and to insist on the enforcement of agreements fairly and impartially. (444.)

Mr. BISNO does not think that it is to the interest of walking delegates to further strikes. They know that by the strike the very existence of the organization may be endangered, and, accordingly, their own official positions. Walking delegates, from their wider knowledge of the situation, are usually opposed to strikes.

Mr. MCCULLOUGH, business agent of the marble setters' union, declares that the more trouble a business agent gives an organization the less time he is likely to retain his position. So far as he knows, the aim of the business agent is always to avoid strikes and trouble. (216.)

Mr. BUCHANAN, formerly business agent of the structural iron workers' union, also says that business agents dislike strikes. (471.)

4. *Alleged corruption.*—Mr. FALKENAU, a general contractor, says, "We know from experience that for a consideration you can settle a strike." He mentions no instance within his knowledge, though he expresses the belief that bribery was used in a strike of the sheet metal workers in which he was not concerned. (325, 326.)

Mr. RYAN declares that if business agents could be bribed, Mr. Falkenau would bribe them. He knows as a matter of fact that Mr. Falkenau has given money to a business agent. (451.)

Mr. POUCHOT, business agent of the sheet metal workers' union, referring to Mr. Falkenau's suggestion that a strike of the sheet metal workers was believed to have been settled for a consideration, states that the only consideration received was the giving of the work to a contractor who had signed the union scale, and the doing of it by union men. He has never been approached by an employer and

offered a consideration for calling off a strike, nor known of such a practice. He was once told by an employer whose men he had called off that, while the employer was not willing to pay some $80 which the union demanded, he would pay Mr. Pouchot's personal expenses up to the amount of $150. This suggestion Mr. Pouchot declined. (430–432.)

Mr. CLARK, a contractor, states that he knows that it is a practice of the delegates or men affiliated with the unions to demand bribes. He says that the owner of a building, on which Mr. Falkenau was the contractor, settled a strike upon it, due to the rounding off of some bricks by nonunion men, by paying $5 to the bricklayers' walking delegate. Mr. Clark also says that he was informed that if he would call and see Mr. Sullivan he could make arrangements by the payment of $150 to proceed with the cutting of the stone on a building which he was erecting at the beginning of the present strike. (401, 402.)

Mr. SPROUL, a general contractor, testifies that the brick masons went on strike about the middle of July. After two weeks or so a prominent Chicago brick manufacturer, whose name he refuses to give, approached him and said, "Send me your check for $50 and ask no questions." Mr. Sproul sent the check and in two or three days the strike was called off. The brick manufacturer afterwards showed him a list of some 10 or 15 contractors who had contributed amounts varying from $50 to $100, and said that the money was used to settle the strike. The witness states that Mr. Wells, who also appeared before the commission, contributed $50.

Mr. Sproul has never himself given any money to any business agent. He did contribute $5 or $10 last December at the request of a committee of bricklayers to give Mr. Gubbins a "blowout" when he returned from the East. The committee afterwards returned the money, saying that Mr. Gubbins had refused to let it be kept or used. (480, 481.)

Mr. WELLS, a general contractor, states that he knows of his own knowledge that labor disputes have been settled by payments to business agents. He is not willing to state the circumstances. He never made such a payment, and he believes that the few men connected with the unions whom he is personally acquainted with are strictly honest, honorable men. (379.)

Mr. DAVIS states that he has had knowledge of an offer of money to settle a labor difficulty in this city, but he does not wish to state the details of the matter. (423.)

Mr. BAGLEY, a wholesale marble dealer, does not think that bribery of the officers of the marble cutters' union would be possible, but he has been told by people whom he has confidence in that difficulties with other unions have been settled by payments to business agents. The labor leaders gathered together in the building trades council are of the character of ward politicians. Their power there is unchecked. It enables them to levy tribute on the business men whom they come in contact with. The witness refers to the demand of Mr. Sullivan for $5,000, made upon Judge Crane and Mr. Truax, as a flagrant and indisputable instance of corruption. Generally the men are too sharp to take their money in ways that can be legally proved, but the existence of the practice is a matter of common knowledge. (391–393.)

Mr. CLARK, a general contractor, states that he has heard a good many stories of settling labor disputes by corrupt means, but knows nothing of it personally. He always deals with the highest labor officials that he can reach, preferably with the presidents of the unions. He has always adjusted his own troubles promptly. (418.)

Mr. MCCULLOUGH argues that the bitter opponents of the building trades council, who have stated before the commission that business agents have accepted bribes for calling off strikes, would certainly have named specific instances if they had been able. If the building trades council understood that such things were done by any member of it, he would soon be disciplined. A contractor met the witness by appointment one evening last summer and said that he would make it all right if Mr. McCullough would do certain things for him. This Mr. McCullough regarded as an attempt to influence his actions by improper means. He did not consent, and, out of consideration for the contractor, he declines to mention his name. (218, 219.)

Mr. WOODBURY, president of the carpenters' district council, states that he has no knowledge of the settlement of labor troubles by the use of money, excepting in one or two cases, where a business agent was caught at such business, and very soon ceased to be business agent. Mr. Woodbury once had a $10 note put into his hands with the statement that it represented the employing company's appreciation of his conduct with regard to a little grievance. He promptly made the giver take it back. (463.)

Mr. BISNO also denies that walking delegates are corrupt; if they were the bosses would be glad of it and would keep still about it. The interests of the working men in their union are so important that they are constantly watchful to keep their business agents faithful. Laboring men would consider the betrayal of their interests by the business agent worse than almost any crime. (54.)

G. Alleged corruption in management of unions. (See also above, under *Business Agents.*)

Mr. BOYLE, a plastering contractor, submits an affidavit of Mr. William J. Simpson, a journeyman plasterer, in which he sets forth his troubles with the plasterers' union. According to Mr. Simpson, he detected a shortage of between $7,000 and $10,000 in the accounts of the treasurer of the union. He personally examined the books, under the authority of the union. He was also authorized by the union to prosecute the guilty parties. He was balked, however, in all his efforts by the "gang" who had controlled the union and who recovered control of it. By a vote of 9 to 8, out of a membership of 400 or over, he was ejected from the office of treasurer, to which he had been elected. Fines were laid upon him and he was expelled, without any chance of defending himself and without being informed of the cause. He has not only been prevented from obtaining work in Chicago, but has been pursued from town to town where he has tried to find employment. His family has been broken up, and his little home has been sold for special assessments. He declares, and Mr. Boyle fully believes, that the ban was placed upon him merely for doing his duty as auditor of the books of the union. Mr. Simpson particularly names Mr. Edward F. Carroll, of the Chicago civil service commission, as one who interfered in the first place with a proper examination of the books, and who has been most active in pursuing and persecuting Mr. Simpson. He also states that Mr. Bud Riley, the present president of the plasterers' union, induced him by persuasion and threats to give up the union books, which contained the chief evidence of the defalcation, and he states his belief that Mr. Riley broke into his room and stole the rest of the documentary evidence. (330–333.)

Mr. RILEY, president of the plasterers' union, testifies in rebuttal of Mr. Simpson's affidavit. He states that Mr. Simpson, being on the auditing committee of the union, claimed to have found a shortage of $119 on the Labor Day suits; but it was proved to the satisfaction of the union that there was no shortage. Mr. Simpson then moved to have a special committee appointed to go over the books for 4 years, and the request was granted. Mr. Simpson and two other members formed the committee. They hired a room in a disorderly house, and were found, by Mr. Riley, all drunk, and Mr. Simpson the drunkest. It was then resolved by the union that the books be given to an expert accountant. Mr. Simpson did not give the accountant all the books, but the accountant, from his investigation of what he had, reported a shortage, which Mr. Riley believes was $1,941.40. When it was found that the accountant did not have all the books, the union resolved to take the work out of his hands and give it to a committee of members of the union. Two members of this committee reported that they could not find anything; but Mr. Simpson, the third member, claimed that he found something and moved for a prosecuting committee. This committee was appointed, but when the case came to trial the lawyer employed by Mr. Simpson stopped it, saying that there was no evidence to go on with.

Mr. Simpson went to Peoria and was gone 2 months. He was treasurer of the union, and the union had no money to pay rent, sick benefits and death benefits, or any expenses. Mr. Riley was directed by vote of the union to go to Peoria and make Mr. Simpson give up the books of the union. Mr. Simpson refused, saying that everybody else had been stealing from the plasterers' organization, and he was going to do the same thing. When Mr. Riley got out a warrant for him, Mr. Simpson said he would give up the books. Although he pretended to surrender them, he did not surrender all of them. Mr. Riley afterwards got a search warrant and had the remaining books taken from Mr. Simpson's lodgings by an officer. Mr. Simpson owed the union $132. He paid $100, but has never paid the balance.

Mr. Riley also denies that Mr. Simpson was fined by the Chicago union, and says that he was fined by the Peoria union. (440–442.)

III. BUILDING CONTRACTORS AND MATERIAL DEALERS AND THEIR ORGANIZATIONS.

A. Character of contractors.—Mr. GUBBINS, president of the bricklayers' union, says that there are between 400 and 500 general contractors, of whom about 115 are good, and another 30 good for $100 if you watch them. With the rest, it is all chance. (240.)

Mr. BRENNOCK, treasurer of the building trades council, thinks that the time will soon come when the building trades will get along without contractors, and that this will be a great benefit to the community. If a man then wanted to erect a building he would employ a superintendent and do the work directly. Contractors are not satisfied with a reasonable profit. They want to make a fortune in a few years. Many building contractors have made hundreds of thousands of dollars in a short time, and have done it simply from the labor of their workingmen without doing an hour's work themselves. (467, 469.)

Mr. RYAN says that contractors do not take proper precautions to protect their men against accidents, and that they are not always generous, or even just, in caring for injured men. The local ordinances of Chicago require that temporary floors shall be laid to protect the employees on new buildings. But the structural-iron workers have found it impossible to compel the contractors on buildings for the National Government to comply with these ordinances. The witness refers to one case in which a man was seriously crippled through an accident on a Government building, which would have been prevented if the city ordinance had been complied with. (94–2.)

Unfair actions by employers. (See also *Violation of agreements by employers*, p. LXII; *Evasion of wage scale*, p. LXIII.)

Mr. MCCULLOUGH, business agent of the marble cutters' union, states that Davidson Brothers, of Chicago, took a contract for the court-house at Detroit, in which it was stipulated that none but members of labor unions connected with the National Building Trades Council should be employed on any work for the court-house. At this time Davidson Brothers were an unfair firm in Chicago, paying good mechanics $1.50 per day. He implies that these nonunion men did work on the Detroit court-house, in violation of the contract, and he exhibits an opinion of the prosecuting attorney of Wayne County to the effect that it is the duty of the building committee to see that the clause regarding the employment of union labor is enforced. (216, 217.)

Mr. REGAN, of the lathers' union, declares that the advertisements posted by the contractors' council, offering work at union wages, are misleading and fraudulent. When the men apply for work, in answer to the advertisements, there is no work to give them. (209).

B. Building contractors' council.—Mr. FALKENAU, a general contractor, says that the increasing unreasonableness and injustice of the building trades council led to the formation of the building contractors' council in April, 1899. It consists of the following associations of contractors, who are doing business in the city of Chicago: Chicago Masons and Builders' Association, Master Carpenters and Builders' Association, Master Carpenters' Association, Cut Stone Contractors' Association, Chicago Master Plumbers' Association, Chicago Master Steam Fitters' Association, Chicago Painters' Association, Master Plasterers' Association, House Draining Association, Sheet Metal Contractors' Association, Mantel and Tile Association, The Iron League, Mosaic Tile Association, and Marble Manufacturers' Association. (314.)

Mr. MILLER, a manufacturer of sheet-metal work, declares that the building contractors' council owes its origin entirely to the establishment of the building trades council by the labor organizations, and to the excessive demands made by it. The main purpose is to combat the unlawful demands of the labor unions. There are various separate associations of contractors in the special trades, and these have representation in the general council. The members of the association are bound by no oath, and no fine is imposed for withdrawal, but they feel that it is to their interest to remain together. (348.)

Mr. WELLS, a general contractor, also says that the contractors' council would never have been possible if it had not been necessary to combat the building trades council. The several employers' associations have also been necessitated by the organization of the labor unions. Mr. Wells admits that some of the contractors can not be trusted to live up to their agreements, and that he could not defend the maintenance of the contractors' council and the destruction of the trades' council except with the understanding that strict discipline over the contractors should be maintained. He believes that such discipline could be maintained by the contractors' council. (380–382.)

Mr. GEORGE F. HARDING, jr., an independent builder, states that the builders who now undertake to work otherwise than by employing association contractors are very few. There were a considerable number of independent contractors, but they have gradually been driven into the association, partly by the discriminations of the material men's combines, partly by the refusal of the union workmen to work for any but association contractors. Mr. Harding himself does not know whether he would be eligible for membership in the several contractors'

associations. As he builds the whole of the buildings in which he is interested, he would have to belong to so many different associations that it would not pay him. Each has its fee, and he believes the master plumbers alone charge more than $100 a year. (168–170.)

Mr. STILES, a master painter, understands that the fee for joining the building contractors' council is $10 for each delegate, and that each delegate represents 50 members. He has no knowledge of an admission fee of $100 or $200. He denies that the building contractors' council ostracises builders outside of it, or makes any attempt to force them in. The object of the building contractors' council is to combat the outrages which are constantly perpetrated by trade unions, and to protect the interests of the people. (341, 342.)

C. **Master plumbers' association.**—Mr. LONG, business agent of the gas fitters' association, states that the organization of the contracting plumbers interferes with the liberty of its members just as trade unions interfere with the liberty of their members, in that it prevents them from proceeding with their business through the employment of men whom they desire to employ and with whom they have no dispute as to wages or on any other subject. Only 7 contractors, among all the employers of gas fitters, sent the ultimatum which brought on the present lockout to the gas fitters in their employ. The agents of the master plumbers' association have from time to time detected their members in employing union gas fitters, and have compelled them to cease. Several of the master plumbers have locked out the gas fitters under compulsion of this kind, but have said at the same time that they would not present the contractors' ultimatum to the men. It is a general statement of the employers that they have no grievances against the gas fitters' union, but it is impossible for any single organization affiliated with the contractors' council to agree with its men except through the central body. (199, 203, 204.)

D. **Material dealers' combinations.**—1. *Generally.*—Mr. GEORGE F. HARDING, jr., who is engaged in putting up buildings on account of his father and himself, testifies that the material men's combination with the contractors is such that he can not buy plumbing material in Chicago. If he buys any, he has to buy outside of the city. The result is that he generally lets his plumbing to a contractor. For brick he has to pay $8, net. To the association contractors brick is billed at $8 a thousand, but they get a rebate of $1. Before the association was formed, about 2 years ago, brick was selling for $4.75. It is not now possible, on account of the combination, for Mr. Harding to do his own brickwork. He is obliged to contract it all. The few brick which he finds it necessary to buy he has arranged to buy through a contractor, giving him half of the rebate. Lime has about doubled in price, pipe has more than doubled, and so has much plumbing material. The witness does not make it clear to what extent, if at all, the increase in the price of these materials is due to local combinations. Mr. Harding does not understand that any of the combinations referred to are consolidations in the nature of trusts. He understands that the brick manufacturers pool their product, limit the production of each, and give a rebate of $1 a thousand to the master masons' association. He thinks that the combinations of plumbers and lime dealers are differently constituted. (168–170.)

Mr. GUBBINS states that when the mason contractors had secured the agreement from the bricklayers that they would not work for contractors outside of the association, they made an agreement with the material combine under which members of the contractors' association could not buy from material men outside of the combine, and under which the prices of materials to outsiders were largely raised. The price of common brick was raised $1 a thousand; pressed brick, from $1 to $5 a thousand, according to quality; lime, 15 cents a barrel; sand, 20 to 50 cents a yard. In the case of some of the material at least, as lime, the dealers paid the contractors' association a certain commission on all sales. Mr. Gubbins has himself seen a statement of sales sent in by a lime company, and their check in favor of the contractors' association. Any association contractor who bought material outside the combine was fined by his association, and if he refused to pay the fine he was forced into line by the contract which bound the bricklayers not to work for a man not in good standing in the contractors' association. (220, 226, 229, 235.)

Mr. CARROLL, president of the building trades council, states that any person not a contractor, who should wish to put up a building for himself and buy his own materials, would have to pay 20 cents a barrel more for lime, and $2 a thousand more for brick, than a contractor would have to pay. He has been informed that these additional sums are put into a pool and divided by the contractors once a month. The owners of some brickyards on the south side receive $6,000 a year through the brick trust for keeping their yards closed. (277.)

Mr. LILLIEN, president of the hod carriers' union, states that a few contracting firms have withdrawn the ultimatum of the 5th of February, and are employing union laborers and other union men. These contractors have been fined $500 each by the contractors' association, and it is impossible for any one of them to buy any kind of material in the building line unless he pays a higher price than the members of the contractors' association have to pay. The contractors have even been able to prevent one of these men from renting a hand hoisting machine. Mr. Lillien has tried to help the contractor in this particular case, but so far has not succeeded. (115.)

Mr. GRIFFITHS, a general contractor, states that he does not know that the members of the building contractors' council get a rebate on their material. They pay the same as anyone else. (339.)

Mr. WELLS, a general contractor, states that his firm does not deal with the architechural-iron league, but buys its steel direct from Carnegie and other steel makers. (379.)

2. *Brick.*—Mr. NICHOLSON, a contractor, states that when his firm went last year to get prices on brick they were asked if they were in good standing with the masons' association. The price of brick was one thing to members of the association, and quite a different thing to persons outside of it. (91.)

Mr. FALKENAU, a general contractor, states that there has been a trade discount of $1 on brick billed at $8 per thousand, provided payment was made in 10 days. This discount was given only to members of the contractors' organization. It is not given at present. The witness does not know of any rebate which the members of the building contractors' council have had, and he believes that outsiders can now buy building material as cheaply as members of the organization. (327, 328.)

Mr. GINDELE, a general contractor, says that the members of the organization have a verbal understanding with certain material dealers that they will buy only from these dealers, and shall have a trade discount provided bills are paid promptly. Brick was $6.50 a thousand during the summer of 1899. If a member of the organization paid his bill promptly on the 10th of the month he got a trade discount of $1. Brick was supposed to be billed to outsiders, as well as to members of the organization, at $6.50. Mr. Gindele does not know what arrangement the outsider may have made with the material dealers, "but it is natural, I suppose, that he was to pay $6.50 a thousand." Mr. Gindele justifies this arrangement as having been made in part to secure certain and prompt payment of bills. He also justifies it on the ground that a man outside of the builders organization had an advantage in that he could hire mechanics and laborers for lower wages than the union employers were permitted to pay. He admits, however, that no contract of any size could be executed without union labor. He denies that his association ever entered into an arrangement with any labor organization to boycott any dealer in material. (368–370.)

Mr. WELLS, a general contractor, states that the members of the master masons' association have been informed that if they bought brick from certain parties they would get a certain discount. He does not know about an understanding that independent owners or contractors generally are not to get the benefit of such a discount. He knows that independent contractors get their materials and get on with their work. The prices of materials are lower in Chicago than almost anywhere else in the country. Material men have told Mr. Wells that the outside contractors are largely men to whom they would sell only for cash. He does not think that the independent contractors do more than 2 or 3 per cent of the work in Chicago.

There is an association or combination of material dealers, but Mr. Wells does not know of anything to bind him or any member of the contractors' association to buy from one dealer rather than another. No combination of dealers in building supplies contributes anything to the building contractors' council in the way of a per cent of sales. (379–381.)

Mr. PRICE, a general contractor, testifies that he was fined by the master masons' association for making a contract for brick contrary to a rule which the association had adopted. He gets a rebate of a dollar a thousand on a certain quality of brick if he pays his bills before the 15th of the month. He does not know that contractors outside of the association have to pay $8 a thousand and get no rebate. He does not think that members of the association have any advantage over other persons in this respect. He has bought a large amount of brick this year at $5.15 a thousand, which is much less than he has paid many times in the past. In 1892 he often paid as much as $7.50. (363, 364.)

3. *Plumbing supplies.*—Mr. HAVEY, a nonunion gas fitter, thinks that the organizations of building employers in Chicago have resulted from the actions of

the labor unions, and especially of the building trades council. Employers are forced to organize in order to protect themselves. The employers' associations, of course, have some unjust rules and practices of their own. Thus there is an organization of master plumbers and an organization of material-supply houses. A man who wishes to put up a building may be refused materials by the supply houses, being told that he must get a master plumber to do the plumbing work. The witness does not think, however, that the organization of supply houses has had the effect of increasing prices or that it is in any real sense a monopoly. (177.)

Mr. SMITH, a plumbing contractor, states that the wholesale dealers in plumbing supplies give the plumbers the same protection that wholesale dealers give to retail dealers in other lines. A person not a plumber can not buy plumbing supplies except through the retail dealer. The master plumbers' association has only about 500 members in Chicago, while there are nearly a thousand master plumbers in the city. Those outside of the association can buy supplies as advantageously as those inside, provided they buy in as large quantities. If any person had any little job of repairing that he could do himself, he would find plenty of men who would sell him the goods and let him do it himself. There is a city ordinance, however, which makes one liable to arrest for practicing plumbing without passing an examination before the city examining board. (412, 413.)

Mr. CORBOY, a plumbing contractor, also states that the contracting plumbers have no special advantages in the purchase of materials, except such advantages as manufacturers and wholesale dealers in every line give to retail dealers. Any man who wants to buy plumbing material at the witness's shop can buy it. Of course, a person who is not a dealer can not buy from the wholesalers nor at wholesale prices. (414.)

4. *Other materials.*—Mr. GEORGE F. HARDING, Sr., states that a trust is established in sash and blinds in Chicago, on such a basis that sash and blinds can not be brought from outside the city. (164.)

Mr. MILLER, a manufacturer of sheet-metal work, states that the contractors' council does not boycott contractors or others who are not members of it, nor work against them in any way. There is no agreement with dealers in materials by which those who are not members of the contractors' council are charged a higher price, nor is there any similar agreement on the part of the sheet-metal workers' association. No money is paid into the treasury of the council by material men, nor is there any form of discrimination. Mr. Miller says, also, that there is no combination among the material men for increasing prices, and that the great increase in the price of iron has not been due to local conditions. (348–350.)

Mr. BONNER, a floor-tile contractor, states that there is no combination between his organization and the dealers in the material they use. Outsiders can buy this material just as cheap as he can. The mantel and tile dealers of Chicago have an understanding between themselves that they will withhold their custom from any manufacturer who sells to other persons in Chicago, but they have no agreement with any manufacturer. The witness has no knowledge of the agreement between the general contractors' association and certain material dealers. (389.)

Mr. STILES, a master painter, is certain that there is no combination between the master painters and the paint dealers. Any citizen can buy painters' materials just as cheaply as a painting contractor. No rebates are paid by the material dealers to the painting contractors nor to their association. (341, 342.)

5. *Legal remedies.*—Mr. GEORGE F. HARDING, Jr., thinks that the combinations of material men might be broken up by law if the legal officers of the State or the county would undertake it. They do not seem to find it to their interest. The combinations might be broken up at the suit of individuals, but they could make it so expensive that a person of moderate means could not carry it through, and other persons would probably not wish to spend the money. (170.)

6. *Relation to labor unions.* (See also *Exclusive alliances of unions with employers' organizations*, p. LXV.)

Mr. MANGAN, of the steam-fitters' union, thinks that an agreement of union men to work for none but members of an employers' association enables the employers to get better discounts than they could get otherwise. It is his conviction that the apprehension of failure to get future favorable agreements with the material dealers' association, after this exclusive agreement with the workmen has been abrogated, is the cause of the violent opposition of the contractors to the building trades council. (446.)

Mr. CARROLL, president of the building trades council, also believes that the whole present difficulty comes from the fact that when the workmen refused to agree to work for none but members of the employers' association, this broke up

the trust that was formed between the master masons and the material men. Such trusts in several lines had been upheld by the agreements of certain unions to work only for the members of the employers' associations of their trades. The building trades council has disapproved of all such agreements, and the unions, seeing their effect in strengthening the combinations of contractors and material men, have gradually broken away from them. The last to do so was the hod-carriers' union, whose members were continually being ordered on strike to enforce the combination between the builders' association and the brick and lime trusts and to force the contractors into the builders' association, whose initiation fee was $200. (267, 274.)

Mr. WOODBURY, president of the carpenters' district council, states that an attempt was made 2 or 3 years ago to induce the carpenters and the amalgamated woodworkers—that is, the men who work in mills on the finishings for buildings—to make a four-cornered exclusive agreement with the material dealers and the contractors and builders' association. It was not accomplished. The witness is opposed to the enforcement of any deals between the material men and the contractors by the power of the labor unions. (459.)

IV. AGREEMENTS BETWEEN UNIONS AND CONTRACTORS AND VIOLATIONS OF THEM.

A. General character of agreements.—Mr. FRANK M. RYAN testifies concerning the agreements as to wages and conditions of labor between various trade unions belonging to the building trades council and the individual contractors or contractors' organizations. He says that these agreements usually run for 1 year, but sometimes for a longer period. When a trade desires to increase its wages or change its conditions under a new agreement, it submits the proposed agreement to the building trades council and must get the approval of two-thirds of the trades for its demands. This is necessary, because all of the trades are interested, since they may be called upon for assistance in enforcing the demands later, in case the contractors refuse them. The demands, after being thus approved, are submitted to the contractors. The trade organization is at liberty, in case it can not secure all it asks, to reduce the wage scale or change the conditions of the agreement so as to make the demands less extensive, without the consent of the building trades council, but higher wages or more severe conditions can not be demanded. In some cases the trade organization negotiates with the contractors first and submits its agreement to the building trades council for approval afterwards. (282, 284.)

Mr. SMITH, a plumbing contractor, states that by an agreement of June, 1896, if any member of the plumbers' union put in bad, incomplete, or careless work, the union promised to use all honorable means to compel him to make the work good without expense to the employer. (404.)

B. Violation of agreements by employers, generally.—Mr. CARROLL, president of the building trades council, states that the breaking of agreements has caused all the trouble between employer and employee, and that, in his judgment, there never would have been a building trades council if the contractors had lived up to their agreements. (272.)

Mr. RYAN, a structural iron worker, attributes the recent difficulties in the building trades largely to the violation of agreements with the trade unions by the contractors. The contractors are now asking to arbitrate questions which were settled by their agreements. They have always been in the habit of considering demands for increase of wages or better conditions as arbitrary.

The contractors have recently posted notices in the street cars and elsewhere that they are willing to pay the union scale of wages, but Mr. Ryan declares that from the experience of the unions he does not believe that the contractors will live up to any agreement, even a written one; certainly not to one merely posted up. (283, 287.)

Mr. WOODBURY, president of the carpenters' district council, attributes the existing lockout in Chicago to the failure of the contractors to keep their agreements. The contractors notified the men that if they did not comply with certain new rules framed by the contractors, after a certain date they would be locked out. These rules involved a violation of the carpenters' agreement, and of many others, in that they allowed only time and a half for overtime, while these existing agreements provided for double time. The carpenters took the position that their agreement should be lived up to till it expired. When it expired they would be willing to discuss any matters of difference with their employers. (455, 456, 460.)

Mr. FALKENAU, a general contractor, admits that at the beginning of the pres-

ent strike an agreement was in force between his organization and the carpenters' union, and that the contractors ignored it. They felt justified in ignoring it because it had been signed under duress; the power of the union being such that the contractors were unable to go on with carpenter work without signing the agreement. (328.)

Mr. POUCHOT, business agent of the sheet metal workers' union, states that that union had an agreement with the employers which would not expire until 1901, and that the employers have broken it in sending their ultimatum of February 5, and locking out the men. (439, 440.)

Mr. BLISS, a contracting plasterer, declares that he has not locked out any men, and that to his knowledge the contractors generally have not locked out their men. (333.)

Mr. LONG, business agent of the gas fitters' association, says that one of the greatest difficulties, both of his union and of the employers, arises from the failure of the contracting plumbers to keep their agreements, not only with the workmen, but with each other. They constantly attempt to cut under each other by unfair means, and the fair members of the employers' association are very glad of the assistance of the unions in holding the unfair members to their agreements. (204.)

Mr. MCCULLOUGH, business agent of the marble setters' union, declares that experience shows that promises of the contractors can not be depended on. They now admit that their principal desire is to annihilate the building trades council, while they pretend to be willing to pay the union wages. The maintenance of wages is the great object of the council, and wages can not be maintained without the sympathetic strike. The contractors' pretense that they will maintain the union rates is inconsistent with their determination to destroy the building trades council. (213.)

C. Evasion of wage scale and detection of evasions.—Mr. WOODBURY, president of the carpenters' district council, complains of the fact that some members of the union will take work below the scale of wages, and some of the contractors will also violate their agreements in this regard. It is due to the honest contractor as well as to the members of the union that offenders be disciplined. The carpenters' union authorizes any business agent to order any man whom he has reason to believe to be violating the wage scale to quit work. In such cases the men are entitled to an immediate hearing before a committee of five carpenter business agents, and if the committee finds the evidence sufficient, the men are ruled off the job pending their trial in their respective organizations. If the violation of the scale is proved the men are liable to a fine. The contractor is compelled to make up the difference between what he has paid and the full scale. This amount is paid to the man who has earned it. The statement sometimes made that it goes to the business agent is false. The contractor is not permitted to retain the men with whom he has been in collusion to violate the scale. The union sends him new men whom it can rely upon. Mr. Woodbury says that several contractors have told him that they could make more money out of the men whom the union sent at union wages than they had been making out of the men they had employed at cut wages. But some of the contractors who have been disciplined in this way are very bitter against the union in the present strike. (458.)

The trade rules of the carpenters' union provide for a fine of not less than $10 upon any member who returns a part of his wages, or rebates to his employer. The steward upon any job has the authority to demand of any member to see his money immediately after he is paid, in order to know whether the member is receiving his full wages or not. (398, 399.)

Mr. STILES, a master painter, says that business agents have stood at his front door and taken the envelopes containing the pay of the men, torn them open and counted the money. (340.)

Mr. POUCHOT, business agent of the sheet metal workers union, says that one of the largest shops sometimes tried to pay off men who were under some necessity at less than union rates. Men complained to the union of this practice, and the union complained to the employers' association. But that association refused to credit the complaints. (430.)

Mr. RYAN states that one contractor tried to pay a man for night work at less than the rates agreed upon by the contract, which were double those for day work. The structural iron workers' union threatened a strike, and the contractor was forced to yield. (286.)

Mr. BLISS, a painting contractor, says that in the busy season demand and supply compel the payment of the full union rates. In the dull season evasions are undoubtedly practiced, sometimes by the paying back of a part of the money which is put into the men's envelopes. The unions recognize the fact by refusing,

in some instances, to let an employer of whom they are suspicious retain his old men. Evasion of the scale is unfair both to the other members of the union and to those contractors who live up to their agreement. (253.)

Mr. STRUBLE testifies that his own firm was fined $250 in 1899 because of a charge that he had paid a member of the stonecutters' union $6 less than the union wages in 1897. Mr. Struble tried to induce the stonecutters' union to submit the matter to arbitration, and when this was refused tried to induce the building trades council to require such submission. This also was refused. The man who was said to have received less than the union wages was once exonerated by the union, after a hearing, but in spite of this the matter was brought up again and Mr. Struble was ultimately compelled to pay the fine. (357, 358.)

Mr. SULLIVAN, chairman of the stonecutters' union, refers to the fine against Mr. Struble. He states that Mr. Struble had been employing a man named Chaplin. The union men who were working with him knew that he had worked full time. By mistake another man received Chaplin's pay envelope, and it was found that his pay was less than the hours worked would require at the union rate. Charges were preferred against Mr. Struble by the organization and the fine imposed as usual. Mr. Struble declared that he was not guilty, and on its being suggested that he make an affidavit to that effect he failed to do so. The witness thinks there was no doubt concerning the fact. (449.)

Mr. NICHOLSON, a contractor, thinks the unions are of advantage to employers in insuring equal rates of wages to all competitors. He has not found any case of departure from the union scales. (96.)

D. Violation of agreements by workmen.—Mr. SMITH, a plumbing contractor, states that the plumbers' union agreed, in June, 1896, that wages should be $3.75 per day until March 1, 1898. In violation of this agreement, the union notified the employers on April 10, 1897, that wages would be $4 from May 1, 1897. About June, 1896, the union had made an agreement which was to be in effect until October 8, 1898, and which allowed one apprentice for two journeymen during the first year, one apprentice for three journeymen the second, and one apprentice for four journeymen the third. In violation of this agreement, the union notified the employers on April 10, 1897, that on and after May 1, 1897, only one helper would be allowed in each shop. The masters protested against these plain violations of the existing agreements. They were obliged to enter into a new arbitration and to agree that each shop should have only one apprentice. The union seems to have receded from its demand as to wages. The new agreement was to remain in force until March 1, 1899.

The agreement last referred to provided that a master plumber might work with tools, and that in the case of a firm one member of the firm might handle tools. In violation of this agreement the union notified the employers' association on October 24, 1898, that union men would not be allowed in the future to work for master plumbers who should handle tools. For fear of a sympathetic strike the employers submitted.

In the spring of 1899 a new agreement was made. Wages were raised from $3.75 to $4. It was agreed that no more new apprentices or junior plumbers should be hired during the term of the agreement. The agreement was to remain in force until March 1, 1901. If either association desired alterations or amendments, it was agreed that 60 days' notice should be given. Without any previous notice to the employers, the union adopted rules radically altering, and so violating, the terms of the agreement, by limiting the amount of a day's work. In some cases the reduction amounted to 60 per cent. The threat of a sympathetic strike again compelled the employers to yield, and they had to bear the loss on all contracts which they had already entered into. The committee of the union with which the employers discussed these rules admitted that they ought to be amended in some cases and abrogated in several others. The committee reported to the union in this sense; but the union refused to yield, and discharged the committee. (403–408, 411, 412.)

Mr. STRUBLE, a cut-stone contractor, states that the journeymen stonecutters' union violated an agreement with the cut-stone contractors, which was to be valid until May, 1900, by threatening a strike in April, 1899, if the use of stone-dressing machinery, sanctioned by the agreement, was not abandoned. The contractors were obliged to yield. They appealed to the building trades council, hoping that it would compel the stonecutters to keep their agreement; but the building trades council did not so much as answer the contractors' communication. (356.)

E. Redress of grievances by law.—Mr. GUBBINS, president of the bricklayers' union, has never considered the bringing of suit against contractors for violation of agreements. He does not think anything could be gained by it, though the agreements of the contractors are constantly violated. A very large proportion of the contractors are not financially responsible. (239.)

Mr. FRANK M. RYAN declares that to try to enforce contracts by suit in the courts would involve needless expense, and especially needless and injurious delay. "We have a shorter method. The other union men on the job are made acquainted with the fact, and they refuse to continue in the employment of a contractor who would use a man that way." Moreover, in the contract violated in the particular case referred to, there was no specific damage clause. If the union should bring suit, the job might easily be completed long before the decision. If the union relied on legal remedies, it would be continually in the courts. From the moral standpoint the shorter method of enforcing agreements by strikes is entirely justifiable. (283, 286–288.)

Mr. SMITH, a plumbing contractor, does not think that the law could afford any redress for breaches of agreements by labor unions. The union is not likely to be incorporated, and the individual members have no property that can be reached. If one or two members had property, one would not desire to prosecute them for the sins of many. (411.)

F. Exclusive alliances of unions with employers' organizations.—1. *Generally.*—Mr. MANGAN, of the steam fitters' union, insists that the sympathetic strike has repeatedly been used to enforce discipline in the employers' associations, to force unwilling employers into them, and to protect the employers from their unscrupulous competitors. When the master steam fitters' association and the steam fitters' union made an agreement, in 1892, that the union men would work for no other employers and the employers would hire no other workmen, this contract, backed by the sympathetic strike, was used to force outside employers into the steam fitters' association. This association raised its initiation fee to an exorbitant figure and more than doubled its membership. In 1898 several of the largest steam-fitting firms, employing fully 50 per cent of the members of the union, withdrew from the masters' association. By the enforcement of the exclusive agreement between the two associations, backed by the threat of a sympathetic strike, they were forced back. The association made them come in as new members and pay a new initiation fee. The witness cites several instances in which the sympathetic strike or the threat of it was used to secure work for the members of the association of master steam fitters, or to protect members of the association from competition of outsiders who hired nonunion men. (443, 445.)

Mr. CARROLL, president of the building trades council, declares that the desire of the contractors to destroy the council springs from its opposition to agreements which compel union men to work exclusively for the members of the employers' association. The contractors think that if they can destroy the building trades council they can make arrangements with the individual unions which will enable them to maintain combinations with material men and so rob the general public. (267.)

Mr. FRANK M. RYAN criticises the action of some of the labor organizations in making arrangements not to work for contractors who are not members of the employers' organization. The witness does not believe that the laboring man should allow himself to be used to build up such organizations; the employers should rely on themselves if they would establish them. The laboring man should not place himself in a position where he might have to refuse to work for a contractor who consents to the union scale and union conditions. Contracts of the kind mentioned have never been approved by the building trades council. (281.)

Mr. MILLER, a manufacturer of sheet-metal work, states that during the meetings of the joint committee in December, 1899, Mr. Lillien raised the question whether the contractors' council would withdraw its so-called ultimatum if the trades council would agree for its affiliated unions that their members would work only for the members of the employers' associations affiliated with the contractors' council. The committee of the contractors refused to consider the proposition. (349.)

Mr. WOODBURY says that this question was raised by Mr. Sullivan. It was not a proposition, but only a question meant to draw out the employers. (461.)

Mr. FRANK M. RYAN says that there is in Chicago a combination known as the Iron League, which includes nearly all of the iron and steel foundries around Chicago, although the Illinois Steel Works do not belong to it. There was an attempt to make the organization general throughout the country; but one of the large firms of general contractors in Chicago had handled more tonnage than the whole combination in the year before, and the Carnegies and others were unwilling to exclude this firm for the benefit of the others.

This Iron League at one time promised a considerable advance in wages to the bridge and structural steel workers on condition that they would agree to work exclusively for members of the league. The union found that it would have to

refuse to work for a number of contractors who had treated it fairly, and accordingly did not enter into the agreement; although some other labor organizations have allowed themselves to be used in this way to build up associations of contractors. (288, 289.)

2. *Masons and bricklayers.*—Mr. GINDELE, a general contractor, states that the masons and builders' association had at one time an agreement with the bricklayers' union, by which the union men were to work for none but members of the employers' association, and the employers were to hire no other masons; or, rather, each organization passed resolutions to this effect. It was impossible for the contractors at that time to hire anyone but members of the union, and the witness thinks it was only fair that the men should refrain from working for other employers, "because we were trying to get our association in good condition." (370.)

Mr. GUBBINS, president of the bricklayers' union, says that his union made an agreement some 3 or 4 years ago with the mason contractors' association to work for no one but members of that body. The agreement was not renewed the following year, but it was made again in 1898. The mason contractors made use of this agreement with the journeymen to force outside contractors into their association, and to greatly embarrass the operations of some contractors whom they would not admit to their association. They would admit no one who was not a practical mason. They shut out men who had been contracting mason work for 20 years. Even a stone mason was not permitted to contract for brickwork unless he was a practical bricklayer. Some 90 contractors were forced into the contractors' association in 1898 through the refusal of the union bricklayers to work for them otherwise. (119, 220.)

Mr. WELLS, a general contractor, states that though there was an agreement between the master masons' association and the bricklayers that the masters should employ no other men and the men should work for no other masters, he does not consider such an agreement proper, and would be very strongly opposed to renewing it. (379.)

3. *Building laborers.*—Mr. LILLIEN, president of the hod carriers' union, quotes a clause of the agreement which this union formerly had with the master masons' association, providing that members of the union should work for none but members in good standing of the masons and builders' association, except on work done by the Federal, State, county, and municipal government by regular employees. Mr. Lillien considers this agreement injurious to the interests of the laborers. If he himself had a lot, and money to buy brick, he could not buy the brick, in view of the agreement between the employers and the material men, without the intervention of a contractor, and if he had the brick he would not be allowed, under this agreement, to lay them. He would have to get a contractor to take the job before he could so much as build a house for himself. (114, 115.)

Mr. Lillien says that, prior to June 28, 1898, or thereabouts, when an agreement was made between the hod carriers' union and the master masons' association, the members of the masters' association were doing about 49 per cent of the building in the city of Chicago; up to July 29, 1899, the percentage was more than 97 per cent. (114.)

Mr. Gubbins says that about January, 1899, the agreement between the bricklayers' union and the mason contractors was broken, with claims of fault on each side. The laborers' union still maintained its agreement with the contractors, which required them not to work for any man outside of the contractors' association. The bricklayers began to work for anybody who would hire them. The contractors tried to hold the laborers to their agreement. The bricklayers, when the laborers refused to work for men whom they were working for, began to work with nonunion men. So the matter reached the building trades council in the form of a dispute between the two unions. The council ordered the laborers to break their agreement with the contractors, on the ground that the master masons were working to the detriment of one of the trades in the council; that is, the bricklayers. (227, 228.)

Mr. WOODBURY, president of the carpenters' district council, states that the building trades council ordered the hod carriers to abrogate their agreement to work only for the members of the masons and bricklayers' association, because the agreement between that association and the bricklayers' union had virtually been broken. The bricklayers had the right to work for anyone outside, and since the bricklayers and the hod carriers necessarily work together, the result was a number of strikes and the shutting down of a number of jobs. The witness understands that the clause in question was set aside by mutual understanding between the hod carriers and the master masons and bricklayers' association. (461.)

4. *Sheet-metal workers.*—Mr. POUCHOT, business agent of the sheet-metal workers' union, states that the sheet-metal contractors formed an association in 1894, and tried to get an agreement with the sheet-metal workers' union by which the association employers should hire none but union men and the union men should work for no other employers. The workmen refused, and were locked out for about 4 weeks. The employers ultimately yielded. (429.)

5. *Architectural-iron workers.*—Mr. RYAN, an architectural-iron worker, says that the architectural-iron workers' organization had an agreement with the Architectural Iron League that only members of the union should be employed by members of the league and that members of the union should work only for members of the league. This clause of the agreement was struck out by order of the building-trades council after it had been in operation for some time. (450.)

6. *Plumbers.*—Mr. SMITH, a plumbing contractor, states that there was formerly an agreement between the plumbers' union and the master plumbers' association which provided that the masters should employ none but members of the union and the members of the union should work for none but members of the masters' association. He asserts that the union never lived up to the agreement. The witness does not think that such exclusive agreements are for the public interest, nor that they are legally binding. He does consider that it is as fair for one side as for the other, and it seems to be generally considered fair for the workmen to demand agreements that none but union men shall be hired. (410, 411.)

Mr. LONG, business agent of the gas fitters' association, states that when the master plumbers had an agreement with their men they raised their initiation fee from $25 to $100. At that time the men compelled the contractors to join the association. The membership had fallen away to about 100 before the present lockout. To induce all to join the initiation fee has been reduced to $10, and a year is granted to pay it in. (203, 204.)

7. *Steam fitters.*—Mr. MANGAN, of the steam fitters' union, states that an agreement was entered into between the union and the master steam fitters' association, October 15, 1892, by which journeymen were to work for none but the members of the masters' association and the masters were to hire none but the members of the union. The witness does not consider such an agreement beneficial to the union. The clause was afterwards rescinded by the consent of both parties. (443, 446, 447.)

8. *Carpenters.*—Mr. WOODBURY states that the carpenters' union has twice agreed with the builders' association to work for nobody but them. At that time the employers had only a remnant of an organization. Through the exclusive privilege of hiring union carpenters they were able to strengthen their organization very greatly. The result was that the organization which had been built up by the action of the workmen threw down the gauntlet to the union and a general strike followed. (458.)

9. *Marble men.*—Mr. MCCULLOUGH, business agent of the marble cutters and setters' union, states that the marble manufacturers of Chicago proposed to the union in 1896 to make an agreement which should shut out any outside manufacturer from competing for Chicago work. The union agreed, but the arrangement was not completed, because the building trades council refused its consent. In 1899 the union proposed to the employers an agreement somewhat similar to that formerly proposed, the chief difference being that any firm in the United States was to be permitted to contract for Chicago work, provided the work was done by members of the Chicago union. This agreement was refused by the employers, and differences arose as to the rate of wages for shop hands. There was a strike which lasted from the 1st of May, 1899, to the 15th of January, 1900. At the time of the witness's testimony the members of the union who were in Chicago were largely employed on the Marshall Field building, at the union rates of $2.75 for shop hands and $3.50 for setters or building hands. (212, 213.)

10. *Mantel and tile men.*—Mr. BONNER, a floor tile contractor, states that the mantel and tile dealers' association was compelled by the tile setters and mosaic layers' union to sign an agreement, under which no nonunion men could be employed, under which no apprentices could be taken, and under which no contractor could do any tile setting or mosaic work. The contractors were compelled to sign this agreement in order to be able to proceed with their business They forced the workmen to agree not to work for anybody but the union employers. Mr. Bonner considers that this agreement is a conspiracy against the public good and against the rights of other individuals. He is ashamed, as an American citizen, that his name is attached to it. He signed it because he had to sign it or go out of business. (385–387.)

V. RULES AND PRACTICES OF UNIONS.

A. Nonunion men. (See also *Picketing and acts of violence*, p. LXXXVII; as to demands of contractors and final agreements on this subject, see also p. XLIII.)

Mr. MILLER, a manufacturer of sheet-metal work, says that the chief objection of the building contractors' council to the methods of the labor unions is that they are trying to maintain a monopoly. If they would allow the contractors to employ nonunion labor when they chose, there would be no further objection. The unions not only strike when their demands are refused, but they picket the establishments or order sympathetic strikes. To these acts the contractors' association objects. The witness admits that the contractors would be inclined, if possible, to employ nonunion men exclusively if the union men behaved in the future as in the past.

The contractors' council has refused to deal with the various unions in the building trades until they should withdraw from the building trades council. There are some other demands, such as that there shall be no restriction in the use of machinery and materials, but the chief demand is for the right to employ nonunion labor. The contractors separately have never been able to make any effective stand against the different unions, but by their affiliation in the council they are succeeding better. The witness thinks that there is not the same justification for the central organization of the building trades unions as for the central organization of the contractors. (349.)

Trade unions, Mr. HAVEY asserts, are simply organizations of the strong to benefit themselves regardless of the weak. The unions in Chicago are so powerful that nonunion men practically can not obtain a job. The union men will quit any building upon which a nonunion man is employed, and the employers are thus compelled to exclude the nonunion men. The witness himself has been unable to get work on this account. At present the labor unions in Chicago are getting photographs of nonunion men and sending them to unions throughout the country, a practice exactly parallel to that of blacklisting. If a man thus photographed goes to any of the different cities, he will find himself unable to get work. (171, 172, 175.)

The greatest charge against the unions, Mr. CHALMERS says, is that they try to keep nonmembers from getting work. They tell those who want work that they must join the union or that persuasion will be used to prevent them from working, "and persuasion always means violence." (6, 8.)

Mr. JONES, a nonunion machinist, says that it is no concern of nonunion men if unionists desire to surrender their personal rights to labor agitators, but for union men to insist that nonunion men also must do so is unjust and entirely out of the province of the organization. Unions attempt to force all men into the organization or else prevent them from working. This is something which no organization has a right to do. The church teaches men to love those who are outside the church as well as those who are in it, but the unions teach them to despise all who are outside the union. The unions think that all things which they approve are right and just, and that all things which they do not approve are unjust. They look at everything from a one-sided standpoint.

The methods employed by the union to coerce nonunion men are various. When a strike is planned the union men commence to tell their nonunion brothers that a strike is to be declared and that the union expects to win. They insist that only union men will be able to obtain employment after the strike. Those who do not yield readily to such persuasion are told that their photographs will be sent broadcast over the land if they do not join the union and that they will be everywhere branded as scabs. Some men join unions simply for fear of being called scabs. There are many in the unions to-day who were actually scared in. (194–196.)

Mr. ROUNTREE, a manufacturer of brass work, says that it seems to be a principle of unionism that only members of the union shall be employed. To this demand he objects. Men out of the union should have just as good a right to employment as men in the union. As an employer the witness does not ask men whether they are Methodists, or Democrats, or Masons, or union men, but whether they can do the work. (38.)

Mr. WEBSTER, while favoring labor unions generally, declares that the demand that only union men shall be employed and that employers shall make their works recruiting stations for the organizations is unjust in every way. It is as unreasonable as to demand that only Presbyterians shall be hired. There is a great principle involved in resisting this demand. The employers fear, moreover, that if they make this concession, the unions will attempt to limit the capacity of men and secure other unreasonable conditions. (144, 148.)

Mr. GEORGE F. HARDING, Jr., an independent builder, says that he makes no distinction between union and nonunion men, but is obliged to employ nonunion men almost exclusively because of the rules of the unions. Some—as, for instance, the plumbers—will not work for any but the association contractors, and Mr. Harding is therefore obliged to hire nonunion plumbers. If a plumber is in the union when Mr. Harding hires him, he has to leave it. As union men will not work with nonunion men, it follows that union men, generally speaking, will not work for Mr. Harding. At least, if he employs union men, he has to work them separately. (168, 169.)

Mr. FALKENAU, a general contractor, states that union and nonunion men work together in Boston and Baltimore. This condition does not bring with it any tendency to cut wages. In Baltimore it took 4 months to do away with the demands of the building trades council. (324.)

Mr. NICHOLSON, a contractor, states that the men he employs in Chicago are necessarily union men. In other cities, where he also does building, this is partly true. In whatever branch of the business may be controlled by the union, union men are employed. Last season members of 5 different organizations were employed by the witness on one building in Chicago. (88.)

Mr. STILES, a master painter, says that he will never make an agreement with any organization which restricts him in the matter of employing free or nonunion men. He would have no objection to treating with the union if this question were eliminated. (342.)

The articles of agreement of the painters' district council of Chicago provide that no nonunion men shall be employed, and that a card shall be hung in a conspicuous place in each shop stating that none but union men are employed there. (344.)

The agreement of the architectural iron workers provides that members of the employers' league shall employ only members of the union in good standing. (451.)

Mr. REID says that there is nothing in the constitution of the International Association of Machinists, of which he is organizer, to prevent its members from working with nonunion men. There is, of course, often bitter feeling against such men, and the international officers can not prevent local members from refusing to work with them at times. It can hardly be expected, the witness declares, that union men will be as pleasant toward men who persist in keeping aloof from them as toward their fellow-members. (188.)

Mr. LONG, business agent of the gas fitters' association, says that this union has had no agreement with the master plumbers since 1892, but there seems to be a mutual understanding that they will not hire men who are not in good standing with the union. Mr. Long believes in competition, but not in cheap competition. A man who has devoted his life to a trade has the same right to protection as a doctor or a lawyer. Unrestrained competition results in lowering of wages and in bad general conditions. (202–205.)

Mr. BISNO, formerly business agent of the cloak makers' union, says that unless a firm agrees to employ none except members of the union, a union can not exist. It has been the experience of his own organization, which was finally broken up by the strength of the employers, that a union was useless unless it was able to protect the individual members from being thrown out of employment on account of their membership. (54.)

Mr. POUCHOT, business agent of the sheet metal workers' union, states that men who are not members of the union are allowed to work by getting a permit from the union. He would work with a nonunion man who has declared his intention to become a union man, as a foreigner coming to this country declares his intention to become a citizen. Otherwise he would not work with him. (437.)

Replying to the suggestion that the unions have no right to insist that none but union men be employed, Mr. MANGAN, of the steam fitters' union, says that a member of a labor organization has also his rights, and that among them is the right to refuse to work with a nonunion man, either of his own trade or of any other. (442.)

Mr. CLARK cites the case of a man who had been employed by him as a plastering foreman and who afterwards did much plastering for him by contract. Having displeased the union, apparently by persisting in employing one or two men not in good standing in it, this contractor was fined $150. Work became slack and he tried to get employment as a journeyman. The union drove him from one job after another until he had to give up his trade and take work with the stock yards company at $1.25 a day. (401.)

Mr. STILES, a master painter and decorator, says that his work was entirely

stopped in the busy season of 1898 because he employed his own son, who was a nonunion man. He was required to give bonds in the sum of $500 that he would not employ his son or any other nonunion man. Mr. Stiles says that Mr. Riley was compelled by a sympathetic strike to relinquish a contract for painting a block of stores in 1897. Mr. Riley was working nonunion painters, and the masons, plasterers, and lathers on the job refused to work while they were on it. (340.)

Mr. BEHEL read a newspaper paragraph to the effect that the foreman of the carpenters in the city pipe yards had been discharged because the carpenters refused to work under him, on the ground that he was not a union man. The foreman was a model employee, and by order of the civil service commission was reinstated. (397, 398.).

B. Nonunion-made material—Rough work.—(See also p. XLIII.) 1 *Nonunion material.*—Mr. FALKENAU, a general contractor, states that the building trades council refuses to handle any material except that fashioned by members of the bodies affiliated with it. He mentions an experience of his own in which some ornamental ironwork was fashioned by a firm just outside of Cook County, and consequently by men not affiliated with the building trades council. He was compelled to throw out all that iron and have it refashioned in Chicago at an expense of $2,700. Three school buildings in Chicago have been at a standstill for several months; one because the concrete had been laid in the basement by nonunion men, one because of a boiler which was made in a nonunion shop, and one because of a $17 compression tank which was made by nonunion men. Millwork—that is, the woodwork which is used around windows, for base boards, etc.—can not be used in Chicago, under the regulations of the trade unions, unless it has a union label. (322, 323, 329.)

Mr. EDWARD RYAN, an architecural iron worker, contradicts the testimony of Mr. Falkenau regarding the refusal of the architectural iron workers to set certain work on the ground that it had been done by nonunion men. The witness declares that the reason why the architectural iron workers refused to set this work was that they had made an agreement with the architectural iron league, an employers' organization, that they would work for none but members of the league. Mr. Falkenau was not a member of the league. Members of the league itself informed the architectural iron workers that Mr. Falkenau was going to attempt to do the work. The work was brought afterwards to the factory of a member of the league and was done over, part of the work having to be done over on account of poor workmanship. The work was then set up by members of the architectural iron workers under a member of the league. (450.)

Mr. FALKENAU also mentions a case of two small windows which were fashioned by a sheet-metal contractor in whose shop there was a strike. They were put in by this contractor's men outside of working hours. All the mechanics on the building quit work, and refused to permit any other contractor to fashion frames for subsitution, or to permit the owners to have the frames made by union labor. They insisted that the contractors who had made them should hire union men to make them over. After a strike of about 9 weeks the matter was settled by leaving openings for these two windows until the building was completed. Then the metal contractor was allowed to come on the premises and set them. The witness believes that this agreement was reached by means of bribery. (325.)

Mr. POUCHOT, business agent of the sheet-metal workers' union, states that the building referred to by Mr. Falkenau was stopped absolutely for only about 3 weeks instead of 9 weeks. He also states that the work that had been let to the nonunion contractor, Mr. MacFarlane, was given to a firm that had signed the union agreement. He denies Mr. Falkenau's suggestion that the strike was settled for a corrupt consideration. (430.)

Mr. CLARK, a contractor, submits a letter from the mill men's union, dated July 25, 1898, warning him not to try to use any material from a nonunion mill or factory, as the carpenters' and painters' unions had agreed not to put any such material in place. A list of the Chicago factories which had yielded to the mill men's demand for a 9-hour day, with a minimum wage of $3 for mechanics, was inclosed, with the statement that all other factories in the city were nonunion and unfair shops. (402.)

Mr. SPROUL, a general contractor, states that he was compelled last year to cancel a contract for brick which he had bought for $4.90 a thousand and to pay $5.25 for brick 15 per cent smaller, because the brick first bought were made by nonunion labor. The change cost him and the owners probably $5,000 or $6,000. (481.)

Mr. GUBBINS, president of the bricklayers' union, says that the members of his

union are not permitted to work with nonunion men, but are permitted to work on a building where material is used that is produced by nonunion labor. (232.)

Mr. GRIFFITHS, a general contractor, mentions an instance in which a tank for an elevator had been placed on the top of a building and was about to be set, when the walking delegate compelled the removal of it because it had been partly made by nonunion labor. (335.)

Mr. FALKENAU, a general contractor, states that the mayor of Chicago has complained of the contractors for unwillingness to use brick made at the Bridewell. In reality the contractors were entirely willing to use prison-made brick, but the workmen insisted that it should not be used. (329.)

2. *Attempted monopolization of certain classes of work.*—The articles of agreement of the painters' district council of Chicago provide that neither laborers nor nonunion men shall be employed to do any class of preparatory work in any branch. (344.)

The rules of the carpenters' council provide that no member shall work on a job where laborers are permitted to handle carpenters' tools of any kind, or set or level up joists on the wall. (398.)

The structural iron workers' agreement for 1900 provides that after material has been unloaded on the site all handling of it shall be done by members of the structural iron workers' union. When it is necessary to use tackle or derricks in unloading, that also shall be done by members of the union. (99.)

Mr. CLARK, a general contractor, states that it is necessary to have more men on a Chicago building than the same job would need in other places, on account of the hampering rules of the unions. It is necessary to keep enough workmen of each class to do all the work that belongs to that class. For instance, laborers in Chicago do not dare to touch any iron beam. On the Schlesinger & Mayer building the laborers refused to move an iron beam that was in the way of their wheelbarrow run, for fear of being fined. On the same building, 4 heavy iron beams were delivered when there were no iron men on the job. The superintendent asked some laborers to take the beams into the building. Two were taken in, but the walking delegate of the iron men then appeared and stopped the work, with the threat of calling a strike. The other 2 beams obstructed traffic in the street until the iron men came next day. In any other city it is necessary to have only enough iron men to keep the ordinary work in motion, and when an extraordinary number is needed to move a heavy beam, laborers are called in. The Chicago unions do not permit this. (416.)

Mr. FALKENAU states that when the new Montgomery Ward building was going up, the firm sold a lot of old steam pipe and fittings which were in their old building adjoining. The purchaser employed laborers at $1.50 to $1.75 per day to take out the old material. The union steam fitters who were at work on the new building insisted that the old material be taken out by union steam fitters and helpers. The purchasers were compelled to yield, and to pay $8 a day for a steam fitter and a helper. (326.)

Mr. MANGAN, of the steam fitters' union, refers to this statement of Mr. Falkenau. His account is apparently not inconsistent with Mr. Falkenau's, except that, according to him, the purchaser of the material had to pay only $5.75 instead of $8 for a steam fitter and a helper. (446.)

Mr. CLARK, a general contractor, states a case in which union laborers were employed to tear down some old fire escapes on a building occupied by Schlesinger & Mayer. The ornamental iron workers claimed the work and enforced their claim with a strike. Though Mr. Lillien, president of the laborers' union, claimed that it was legitimate laborers' work, it was necessary to hire an ornamental iron man to remove a portion of the work, and the rest was taken down by stealth, a piece at a time. Laborers were employed also to remove some old elevators in the old Schlesinger & Mayer building. The elevator men threatened to quit work on the elevators in the new building unless the removal of the old elevators was given to them. They had to be employed to do the work at a cost of over $1,000, whereas ordinary laborers could have done it for probably not more than one-third of the amount. (416, 417.)

Mr. BLISS, a painting contractor, states that he got into trouble with the painters' union through having a laborer to carry scaffolding, bring water, and do rough work. The hiring of laborers for such purposes had been permitted in the previous year, and Mr. Bliss says that other contractors were still permitted to have them, though the walking delegate claimed that they were only carrying drinking water. (250, 251.)

C. As to allotment of work.—Mr. NICHOLSON, a contractor, relates a case in which his firm employed stonecutters to dress off the top of the large stones preparatory

to laying the wall. The business agent of the bricklayers claimed that this was bricklayers' work and not stonecutters' work. It took the unions 2 days to settle the question, and they lost about $300 in wages. It was a matter of indifference to the contractors and their loss was slight. (94.)

Mr. GRIFFITHS, a general contractor, states that it was necessary to take about an inch off certain blocks of granite which had been cut by union men in Maine. The soft stonecutters in Chicago claimed that it was their work, and threatened to call off all other men from the job if the granite cutters were permitted to do it. The men in Maine said they would not cut any granite for that building if the soft-stone men were permitted to trim those blocks. After a long discussion Mr. Griffiths succeeded in arranging a compromise by which each party did half the work.

In another case the walking delegate from the iron construction union demanded that certain mullions which were being set by the ornamental iron men should be set by his men instead. The dispute between the two unions caused a strike which delayed the building for a week or two. The structural iron men ultimately prevailed, and the mullions which had been set were taken down and laid on the floor and set up again just as they were before, only not so well set. Mr. Griffiths implies that these disputes between unions are due to the building trades council, but he does not explain how. (335, 336.)

Mr. WELLS, a general contractor, relates a similar dispute between the ornamental iron men and the structural iron men as to the setting of mullions on the McClurg Building. (377.)

Mr. BUCHANAN, business agent of the structural iron workers' union, testifies as to the dispute between that union and the architectural iron workers on the Marshall Field building, referred to by Mr. Griffiths. The architectural iron men were putting up work that belonged to the structural iron workers. The structural iron workers were at work on the building at the same time. The witness spent about three days' time in trying to effect a settlement, letting the architectural iron men go on; but he was criticised by members of his own organization, and was compelled to bring pressure to bear and have the architectural iron men stop the work in question. There was not a delay of two hours, however, and it is not true that a pound of iron which had been put in place was taken down at the demand of the witness or any representative of the structural iron workers. The witness believes that about half of the work in dispute was put up by the architectural iron workers and the other half by his union. (470, 475.)

Mr. RYAN, an architectural iron worker, denies the statement made by Mr. Griffiths that certain work which had been put up by architectural iron workers on the Merchants' Trust Bank was taken down and put up again by structural iron workers. (449.)

Mr. FALKENAU, a general contractor, states that the building trades council stopped the putting up of a tall stack which he was having erected by the boiler makers. The representative of the council said that the work belonged to the structural iron men. The boiler makers claimed that it belonged to them. The dispute caused the work to lie idle for ten days. It was ultimately settled that the structural iron setters, the men least fitted to do the work, should do it. (326.)

Mr. BUCHANAN, of the structural iron workers' union, refers to this dispute between his union and the boiler makers. He declares that the contractors admitted that the structural iron workers did the work cheaper than the boiler makers were doing it, although their rate per day was much higher. He points out that work in a boiler shop and work 100 feet from the ground are not at all of the same character, and that a man accustomed only to the shop can not work to any advantage in elevated places. Moreover, if the boiler makers, who already punch the holes and get out the work in the shop, were also to set up the work outside, there would be no use for structural iron workers. (474.)

Mr. PRICE, a general contractor, mentions a case in which a subcontractor undertook to put up some large coal bunkers, made of boiler iron, with men belonging to the boiler makers' union. The structural iron workers' union claimed the work, and neither the contractor nor the owner had anything to say about the question. It had to be referred to the building trades council, and there was a delay of three or four weeks before it was settled. Mr. Price also states that the steam fitters have claimed the right to cut holes through wooden floors for their pipes; work which had always been done by carpenters. The building trades council decided in favor of the steam fitters, though the work was done in a way that was not satisfactory to the architect or the owner or the contractor. (362.)

In another case of Mr. Price's some large sewer pipe and brick catch-basins were to be put into a building. It had been intended to employ members of the sewer makers' union. This union did not belong to the building trades council.

The bricklayers claimed the right to do the work, and it was necessary to yield to them. They then demanded double pay, $1 an hour, for this work, although it was properly only ordinary work; a dollar an hour was paid only in underground sewers. Mr. Price was compelled to pay the dollar an hour, under threat of a strike of the 125 bricklayers whom he was employing, which would have been accompanied with a demand for payment of their wages, under the name of waiting time, so long as they should be on strike. (361, 362.)

Mr. CLARK, a general contractor, thinks that the disputes between unions generally arise from a misunderstanding of rules. The rules are so many, and are made so rapidly, that the men are constantly afraid of transgressing them. The rules are not often changed except by increases in number. (418.)

Demand that work be done in city.—Mr. BAGLEY, a wholesale marble dealer, states that the marble for the Montgomery-Ward Building was contracted for in Georgia, with a firm which employs union men, working 8 hours, and 4 hours on Saturday. It is the only quarrying firm in the marble line working union men in this manner. Its men are affiliated with the national association of stonecutters, with headquarters at Chicago. Notwithstanding these facts, the Chicago Stonecutters' union demanded that the stone be cut in Cook County, and even refused to let its own men go down to Georgia to cut it. The contractors, the Geo. A. Fuller Company, were compelled to bring the material here in a sawed state, but uncut, to be cut by the local unions. (390, 391.)

Mr. MCCULLOUGH, business agent of the marble cutters' union, states that his union tried to bring it about that the marble used in building in Chicago should be prepared in the city, but never succeeded. The greater part of the work for Chicago is done in districts where the men do not get wages enough to enable them to live properly—in Vermont, in Georgia, in Tennessee, and some in Europe. The marble is molded and polished and finished before reaching Chicago. The most of the work on it is done by machinery. (213.)

D. Hiring and discharging of men.—Mr. GRIFFITHS, a general contractor, mentions an instance in which the walking delegate of the lathers' union compelled the employment of 6 men who were not needed or wanted on the job, and when one of the 6 was discharged for not doing his work properly, the entire force struck. He also mentions another case, in which his firm was compelled to hire union men for work on the drainage canal, though other contractors were working there with nonunion men. The union had a hold on the witness and his partner because they were doing other work where the union could cause them trouble. One of the union men employed neglected his work and was discharged, but the walking delegate compelled the employers to take him back under threat of a strike. (335, 336.)

Mr. BOYLE, a contracting plasterer, declares that the plasterers' union does not permit employers to select their own men. If an employer wants plasterers he must go to the officers of the union and they send him whomever they please. (320.)

Mr. BLISS, a painting contractor, states that the painters' union does not attempt to force the employers to hire particular men, nor to interfere with the freedom of the employers in hiring and discharging, except to exclude nonunion men. (254.)

Mr. GUBBINS, president of the bricklayers' union, says that he has never heard of any union in Chicago that would not allow an employer to discharge or hire anyone he pleased, provided he hired only union men, and provided he did not discharge any man for belonging to a union or for standing up for the rights of the men. (232.)

Mr. CHALMERS, a manufacturer of machinery, declares that it makes no difference to a Chicago manufacturer whether he employs a union or a nonunion man, but that manufacturers do claim the right to hire and discharge whom they please. The unions try to prevent the employment of nonunion men and to prevent the discharge of union men. The union tells manufacturers that they can not discharge their men without cause, and the union constitutes itself the judge as to the cause. In some shops the unions propose, as a compromise, that the employer appoint a committee of his workmen to supply men needed, retaining the right to hire men himself if the committee fails to do so within 2 days. The employers are not willing, either, to allow walking delegates to tell their men how wide or deep the cut of a tool shall be or what wages shall be. (6.)

E. Work by employers—Piecework.—The proposed agreement of the structural iron men for 1900 provides that not more than one member of a firm shall work on a job controlled by the firm. (99.)

The carpenters' agreement of 1899 provides that not more than one member of any firm of contractors shall be allowed to work with tools. (98.)

Mr. POUCHOT says that his union, the sheet-metal workers', permits an employer to work in his shop, but not on outside work. The union would not object to an

employer's doing a trifling job on his own house, but if it were a considerable job, running for some days, it would insist upon his hiring a man. Mr. Pouchot states that his union once fined an employer for working on a building on which there was a strike; or, rather, he was made to pay for the amount of time the men would have had upon the job if he had not done the work. (437, 438.)

Mr. GUBBINS, president of the bricklayers' union, states that his union permits only one member of the contracting firm to work on any one building. If this limit were not fixed it would be possible for 10 bricklayers to form a firm, do their own work, cut prices, and so work for less than the union scale of wages. The bricklayer who becomes a contractor is not obliged to withdraw from the union, but he does not have the privilege of the floor in meetings unless by a two-thirds vote of the body. (234.).

Mr. LONG, business agent of the Chicago gas fitters' association, states that his union has had a great deal of trouble on account of the large number of gas fitters who have started small independent businesses, done a good deal of the work themselves, hired boys as assistants, and worked nights and Sundays. The organization passed a resolution that anybody handling tools and doing work must carry a card and be a member of the union. The bosses have been stopped from doing gas fitting in Chicago. (198.)

Mr. SMITH, a plumbing contractor, states that J. W. Brown & Co. applied to the gas fitters' union to send them a fitter for a small job. They waited for more than a week, and then a member of the firm was obliged to do the work himself. The union afterwards compelled them to hire a gas fitter and retain him on the premises for 8 days and 6 hours, the time it would have taken a union man to do the work according to the schedule of the gas fitters' union. The same firm was compelled to hire a gas fitter for 10 days to make a pretense of doing over again some work which the members of the firm themselves had done while there was a strike at their shop. (408.)

Mr. BONNER, a floor-tile contractor, says that the tile setters' union in Chicago does not permit any member of the mantle or tile dealers' association to handle tools. This is not only a hardship upon the dealers, but it prevents any workman from himself becoming an employer. A man starting a business could get credit for his material, but he can not get credit for labor. The rule which prevents a contractor from working, therefore, prevents a man of small means from becoming a contractor. (385.)

Mr. BLISS, a painting contractor, states that until recently the painters' union did not admit any man who was carrying on business. In recent years they have adopted a rule that no employer can work unless he belongs to the union. This regulation compelled Mr. Bliss to join the union 2 years ago. (250, 253.)

Piecework and subcontracting.—The carpenters' agreement of 1899 provides that no work shall be lumped or sublet, and that no journeyman shall take piecework in any manner. (98.)

The articles of agreement of the painters' district council of Chicago provide that no work shall be sublet by the master painters, either to any of their employees or to others. (344.)

Mr. STRUBLE quotes a letter from the journeymen stonecutters' union, dated in July, 1899, notifying his firm that the union had resolved that no member of the cut-stone contractors' association should let a subcontract for either stonecutting or carving in the future. (360.)

Mr. CARROLL, president of the building trades council, states that the subcontractor is gradually undergoing elimination as centralization progresses. He will have to disappear and become either a superintendent or a workman. His present attitude of hostility to labor is unreasonable. He lays to the labor organizations a misfortune which is as inevitable as the displacement of labor by machinery. (268.)

The agreement of the carpenters, made after the strike, secured a provision that no contractor should sublet or piece out carpenter work, and that no journeyman should be permitted to take piece work. (529.)

F. Minimum rate of wages and its effects.—Mr. GINDELE, a general contractor, declares that the minimum rate of wages is a disadvantage to the mechanic, in that there is no inducement for a good mechanic to remain a good mechanic, nor for a poor mechanic to become a good mechanic. We do not have now such a class of mechanics as we had in the former days, when every man was paid according to his work. The minimum rate of wages is a disadvantage to the contractor who is bound, as a member of an association, to maintain the minimum rate, because there are always some members who will secretly depart from the agreed rate, by understandings with equally dishonest members of the labor organizations. The underhanded contractor is able to underbid the honest con-

tractor and get the work. The underhanded mechanic has employment while the honest mechanic walks the streets. (367.)

Mr. HAVEY, a nonunion gas fitter, insists that the rule of the unions that all their members must be paid the same rate of wages is unjust. In all higher professions at least three different classes of men are recognized—first, second, and third. Labor unions provide for first-class men only. The uniform rate of wages is that which only first-class men earn, and employers will discharge all who are not first class. The less competent can get nothing to do, and are forced to become tramps or to turn to drink. There is a constant oversupply of labor, and always will be, but the amount of work should be fairly divided up among the workers. The witness would rather see the time come when every workman would get only 10 cents a day than the time when some men would get from $4 to $6 per day and the great majority get nothing. It may be the tendency of unions to encourage men to try to become first-class workers, but many can never become such. (171, 172.)

Mr. BLISS, a painting contractor, declares that the minimum wage scale increases the disadvantage of the less efficient man. The better class of workmen are benefited. They are able to get reasonably steady work. Those who are advanced in years or less vigorous or less skillful are idle much of the time. (254.)

Mr. WOODBURY, president of the carpenters' district council, says that the minimum rate of wages is meant to be for the poorer grade of mechanics, and that the employers are expected to grade up the wages of the better. During the World's Fair some contractors in Chicago were offering their men 10, 15, and 20 cents an hour more than the scale. When times are slack the better mechanic is naturally employed more steadily than the poorer. This can not be controlled. The workmen have not been able to devise any better method of regulating wages than the minimum scale. (460.)

G. **Use of machinery and improved tools.**—1. *Generally.* Professor TAYLOR says that there were grievances in this dispute on both sides in regard to restrictions of the use of machinery. He believes, however, that these restrictions were mostly confined to the stonecutting trade, and that they were due more to the influence of those contractors who did not own machinery than to the objections of the labor unions themselves. (542.)

The agreements of the bricklayers and carpenters, after the building trades' strike, as well as practically all of the other agreements, contain a provision taken from the contractors' ultimatum of April 30, 1900, that there shall be no restriction on the use of machinery. (516, 525, 528.)

2. *Stonecutting.*—Mr. STRUBLE, a cut-stone contractor, states that machinery has gradually been introduced for dressing stone for building purposes, and that it is a great success, making it possible to produce elaborate fronts for less than the former cost of plain fronts. The machines can be run by laborers, such as those who run machinery in planing mills and sash, door, and blind factories. In 1896 the journeymen stonecutters' union of Chicago demanded that this machinery be run by stonecutters at a wage of 50 cents per hour with an 8-hour day. After a strike of about 3 months a compromise was made under which one-half of the machines were to be run by stonecutters and one-half by planer hands. In 1898 the journeymen demanded that the contractors employ 8 hand stonecutters for every planing machine. This would have meant the stopping of the machinery. After a strike of about 10 weeks it was agreed that the contractors should employ 4 members of the journeymen stonecutters' union to every double planer and 2 for every single planer. This agreement was to last until May, 1900. In January, 1899, in violation of this agreement, the journeymen demanded that no machines be operated after April 1, 1899. The contractors got the time extended to June 1, 1899, but were compelled to stop the machines then and have not been able to use them since. The machines were used in 28 yards in Chicago, representing 75 per cent of the employing capacity of the city in this line. The value of the machinery which was in use is estimated at $110,000. This is practically a dead loss, as the machinery is fast becoming useless by rust and loss of parts due to its not being in active use. (356.)

Mr. SULLIVAN, chairman of the stonecutters' union, says that the planing machines, whose use is opposed by the stonecutters, have been introduced for the most part since the year 1894. During 1894 the employers used these machines from 10 to 24 hours per day. In 1895 the stonecutters asked the contractors to restrict the hours of the machines and to have them run by union men. This was refused. In 1896 the stonecutters struck to secure these concessions. The strike was settled after 3 months, the contractors agreeing to use the machines only 8 hours per day. Later on several of the contractors declared that their machines

were not paying investments. In 1898 the stonecutters asked that 4 union men be employed in the operation of each machine. The contractors refused this, but agreed that 2 men should be employed for each small machine and 4 men for each large machine. In 1898 the witness introduced a resolution asking the employers to do away with the use of the machines altogether. All but 14 of the 60 contractors in the city willingly agreed to it, and the other contractors finally also adopted a resolution to discontinue the use of planers after June 1, 1899. No specific provision was made at that time regarding the penalty for violation of this agreement, but the suggestion was made orally that the ordinary penalty for other violations of agreement by the employer, $250, should be enforced. (447, 448.)

Mr. FALKENAU, a general contractor, states that contractors and manufacturers have been compelled by the action of the unions to let thousands of dollars' worth of machinery lie idle for years in their shops and yards. He specifies only the case of the stone contractors. (313.)

Mr. GUBBINS, president of the bricklayers' union, states that 85 per cent of the cut-stone contractors signed a paper to the effect that they were not in favor of the use of machines in the stone-contracting business in Chicago. (221.)

Mr. JEFFERY, a bicycle manufacturer, illustrates the injustice of the rules of labor unions by his own experience in building a residence. In the fall of 1899, when the weather was getting cold, the union bricklayers urged the contractor who was cutting the stone, a union contractor, to hurry. In order to help himself in doing so he planed a little stone with a planing machine which he owned. The union thereupon withdrew all the bricklayers and masons from the building, and he could not get men until he paid a fine of $250 for having planed stone with a machine. Each of the men who had been engaged in planing the stone was fined $125, and the witness knows of two of them who have been unable to pay the fine, and are seeking work. These excessive fines are fixed by the officers of the union. Their power is superior to the laws of the United States. The witness says also that the general labor difficulties in the building trades in the present year have prevented him altogether from building his house. (132, 133.)

Mr. STRUBLE submits an affidavit from Robert Reid, a cut-stone contractor, stating that he was fined $250 by the journeymen stonecutters' union for using scrapers for scraping the stonework on an old building, contrary to the union regulations, though he had no connection with the building, and had simply lent scrapers to the laborers and told them they could get the work. Mr. Reid begged to have the question arbitrated, but the union refused. The fine was not paid, and the president of the union came to Mr. Reid after 5 months and offered to settle for $100. This was refused. (357.)

Mr. SULLIVAN, chairman of the stonecutters' union, refers to the fine that was imposed upon Mr. Reid. He says that members of the organization caught him using a scraper contrary to the agreement with the stonecutters. He was assessed the regular fine of $250 by the organization. Being a poor man and not able to pay this amount, the fine was reduced to $100, but this also he refused to pay. (448.)

2. *Marble carving.*—Mr. BAGLEY, a wholesale marble dealer, states that the marble-cutters' union in Chicago will not permit the use of the pneumatic tool for carving, a tool which is used all over the world, and is almost indispensable for delicate work. In one instance, that of a residence, the owner had to pay the union $250 for permission to set certain stone which had been cut outside of Cook County, and besides had to pay $83 for two men to scrape over surfaces which had been cut by a machine, because the union does not permit the use of planers. (391.)

3. *Mortar carriers.*—Mr. LILLIEN, president of the hod-carriers' union, states that machinery has almost entirely replaced men for the hoisting of mortar. The only contractor who does not use the hoisting machine is the plastering contractor. The number of actual hod carriers is much less than formerly, but the number of building laborers on the whole has not decreased. (117.)

4. *Carpenters.*—Mr. WOODBURY, president of the carpenters' district council, states that the carpenters' union did at one time forbid its members to buy and carry patent miter boxes, on the ground that it added an unnecessary weight to the carpenter's kit, and an unnecessary expense. The union never forbade the use of patent miter boxes, if the employers chose to furnish them. (464.)

5. *Bricklayers.*—Mr. FALKENAU states that a short strike was caused on the Montgomery Ward building by the requirement of the walking delegate of the bricklayers' association that the mortar be placed with a hand trowel instead of a shovel, in making beds for the dimension stones, which were in many cases 5 or 6 feet square. The walking delegate was ultimately overruled. (326.)

H. Limitation of amount of work.—1. *Generally.*—Mr. WEBSTER, a machinery manufacturer, thinks that there is a decided tendency among labor unions, especially in the building trades in Chicago, to limit the amount of work which their members may do. There is no doubt that many unions would be glad to have their members produce as little as possible, with a view to giving work to more men. The witness has noticed a tendency among the foundry men in his establishment to limit their output. This is a serious evil. The hope of prosperity to American manufactures lies in the fact that Americans can produce a large amount in a short time. It is morally wrong for a man to try to do as little as he can.

On the other hand, Mr. Webster says, it is no more just for employers to try to drive their workmen too hard, as they occasionally do. Piecework is the ideal way to adjust wages, but when employers become greedy and set the most expert men to fix the pace for the others, it is not fair. If properly conducted a man will earn more for himself and for his employer by the piecework method than in any other way. (150.)

Mr. HAVEY declares that it is a common evil practice of the unions to limit the amount of work which a man may do in a day. During the World's Fair, when there was a great demand for work, plumbers were putting in as many as 3 fixtures in a day, and getting perhaps $4 per day wages. To-day they are not permitted to put in more than 1 fixture. The increase in the cost of building which comes from such restrictions tends to decrease the erection of buildings and thus ultimately to increase the number of the unemployed in the building trades. (172.)

Mr. CLARK believes that a hostility to the rendering of a fair equivalent for a day's wage is being rapidly inculcated among the journeymen of Chicago, and is an outgrowth of the rule of the trade unions. (409.)

Mr. FALKENAU, a general contractor, states that the limitation of work is enforced by the plumbers, the gas fitters, the plasterers, the lathers, and he understands by the steam fitters. (322.)

Professor TAYLOR says that there can be no doubt that the limitation of the amount of work imposed in two or three of the trades was unjust. Thus, the restriction in the case of the mantel builders was too low. The best men in the unions themselves admitted that they had gone too far. (542.)

The agreements of the bricklayers, carpenters, and practically all other organizations, made after the building trades' lockout, contain a provision taken from the contractors' ultimatum of April 30, 1900, declaring that there shall be no limitation of the amount of a day's work. (516, 525, 528, 564.)

Mr. MILLER, a contractor, says that he does not know of any objection raised by those unions which have made agreements with the employers since the lockout concerning the clause prohibiting the limitation of the amount of work. He does not think that formal limitations are necessary to protect the employees against rushing by employers. They can stop working for anyone who tries to overwork them. (525.)

2. *Building trades council.*—Mr. GRIFFITHS, a general contractor, asserts that the building trades council is not willing to let the men do an honest day's work for an honest day's wage. If he were bidding on a job at the present time he would make his bid with the expectation that the men would do a day's work; but this is because he does not expect that the building trades council will be in existence when any job now in contemplation is begun. He gives two instances of restriction of work. In the first he noticed that his men were not doing a fair day's work, and his foreman stated that the walking delegate had threatened the foreman with a fine of $25 and with being compelled to leave Mr. Griffiths's employ if he tried to make the men work fairly. The other instance is this: The union in a certain line was endeavoring to arrange with the employers in that line this winter, and the first declaration of the union was that it proposed to limit the amount of work during the coming year. Mr. Griffiths says "that is just what the building trades council backed up." Mr. Griffiths declares that the limitation of work is a new thing, and that the men do not do the work that they did in former years in any of the trades that he is acquainted with. (335, 337, 338.)

Mr. FALKENAU admits that the limitations do not extend to all trades affiliated with the building trades council, but considers that such limitations have been sanctioned by the council in its refusal to discipline the unions which have established them. (313.)

Mr. BARTON, president of the Western Electric Company, says that he has had a house ready for plaster on which there has been no work done for 2 months. He thinks the strike in the building trades is seriously endangering the prosperity

of Chicago. The principle upon which the building trades council are especially insisting is the right to limit the product of the workman. This the contractors resist, and the witness thinks they are right in doing so, but he says that the unions have been hitherto so successful in maintaining the principle that they will not give it up as long as they think there is any chance of keeping it in operation. (300.)

Mr. POUCHOT, business agent of the sheet metal workers' union, declares that if the men of any trade make a rule which violates an unexpired agreement with employers the building trades council does not back them up in it. The building trades council has never called a sympathetic strike to enforce the rules of the plumbers and gas fitters, which have caused the most serious complaint. If the plumbers themselves went out without a just cause the building trades council would compel them to go back to work. The building trades council has made some investigation of the grievances that the contractors name against plumbers, gas fitters, and lathers, and has found in the trades a readiness to meet the employers and remedy the alleged grievances. Mr. Pouchot believes that the plumbers went to their employers to settle their difference in regard to working rules, and that the employers said that they would not meet them and settle with them till they withdrew from the building trades council. If the contractors would call the grievances to the attention of the building trades council it would force the offending trades to live up to their contracts with their employers. (439.)

3. *Plumbers.*—Mr. SMITH states that the plumbers' union adopted a set of working rules about July 1, 1899, which involves a very radical limitation of the day's work. In some cases the reduction is as much as 60 per cent; in other cases the rules call for a good day's work. Because of the complications that arise, a plumber's work can not be accurately gauged. The reduction was not due to any excessive pressure upon the men before the rules were adopted. The witness understands that the argument for the limit was that it would make more work, so that more members of the union would be employed. The master plumbers who had contracts on hand were compelled to lose the amount of the reduction, as the limitation was enforced without previous notice. The committee of the union which met the employers to discuss the question admitted that the rules were objectionable, and recommended to the union that some of them be amended and others be abrogated; but the union refused. (407, 408, 410.)

Mr. FALKENAU, a general contractor, states that the limit of a day's work fixed by the plumbers—the setting of one basin, or one closet, or one bath, or the roughing in for each one of these—does not permit a man to do more than three-eighths as much as a man should do in 8 hours. The building trades council has taken as a basis the amount of work which the inferior workman can do in a given time. (313.)

Mr. GEORGE F. HARDING, Jr., an independent builder, refers to the rule of the plumbers that a man shall not put up more than one fixture—a washstand, a closet, or a bath tub—in a day, and states that any good plumber, after all the work is done underneath, can connect three in a day. A very good plumber can set four. He supposes that the rule was made because the plumbers want to give as much work as they can. He believes that the plasterers and the lathers also have limitations of work. Such rules make it dangerous to build. If one should put up a house now, and it should cost twice as much as it ordinarily would, and next year these rules should no longer be in force, the man who built now would be at a very great disadvantage. (170.)

Mr. SMITH cites the case of The P. Nacey Company, which discharged a plumber for incompetency, with the result that all union men in its employ went out on a sympathetic strike on January 17, 1900, and had not returned at the time of the witness's testimony. The union contended that the man was discharged because he lived up to the union rules. He was doing work of such a nature that his allotted task, according to the union rules, was finished by 1 or 2 o'clock, and thereafter he had nothing to do but smoke and amuse himself till his 8 hours were up. (409.)

Mr. CORBOY, a plumbing contractor, states that the rules of the journeymen plumbers limiting the day's work are ridiculous. The calking of four joints, which is specified by one rule as a day's work, can be done in an hour. On the other hand, there are other specifications which a man can not perform in a day. The men themselves constantly differ among themselves as to the interpretation of the rules. The union promised all last summer to modify them, but has taken no action to that end. (414.)

Mr. BRENNOCK, treasurer of the building trades council, says that before the establishment of a strong organization among the carpenters there was scarcely an employer having half a dozen or more men who did not hire some strong fellow

to drive them all day long. Eight or nine men would be put to work in a row laying flooring, and anyone who could not keep the pace set by the strongest could not keep his job. It is as a result of such conditions that the rules limiting the amount of work have been established by the various unions.

The witness declares that he has talked to many plumbers as to the restriction of work, and that they have invariably told him that the limit of 8 joints is all that a man can properly do in a day. If lathers attempt to do more work than 25 bunches a day, they put no connections on the corners and otherwise skimp the work. If plumbers worked beyond their strength all day, their work would be imperfect and would result in bad sanitary conditions. (466, 467.)

Mr. DAVIS, a mosaic contractor, testifies that he recently observed a plumber sitting idle and smoking his pipe at about 11 o'clock in the morning, and he learned on inquiry that the man had finished his day's work. Mr. Davis recently had occasion to have a bath tub, a bowl, and a closet put into his own house. Any one of these fixtures constitutes a day's work under the regulations of the plumbers' organization. The man whom Mr. Davis employed set all three before 3 o'clock in the afternoon.

Mr. Davis states that in his own trade of mosaic work there has been an attempt to restrict the day's work. (422.)

4. *Gas fitters.*—Mr. LONG, business agent of the Chicago gas fitters' association, states that this was the first organization in the Chicago building trades to put a limit to a day's work. It was done about 3 years ago. He maintains, however, that the amount permitted is more than the average workman can do in 8 hours, and he seems to assert that a Chicago gas fitter now does more in 8 hours without a helper than he formerly did in 10 hours with a helper. He says that the legitimate contractors congratulated him on the working of the limitation when it had been a little while in force. (198, 205.)

5. *Lathers.*—Mr. REGAN, of the lathers' union, admits that this union fixes a day's work at 25 bundles of lath, neither more nor less. He declares that this is as much as an average man can put on. There are about 15 particularly fast men out of the 300 members of the union, whom the bosses used to employ, one here and one there, to set the pace for the others. The ordinary man could not keep up without greatly overworking. He would have to keep the pace or come down in his price; and after he came down in his price the bosses would use this fact to compel the first-class men to come down also. It was by using one class as a club to hold the other down that the employers had got wages down to 90 cents a day before the union was formed. (211.)

6. *Tile setters.*—Mr. BONNER, a floor tile and ornamental mosaic contractor, declares that the tile setters' union in Chicago limits the amount of work which its members shall do. (386.)

7. *Painters.*—Mr. STILES, a master painter, has no doubt that there has recently been a secret understanding in the painting trade to fix a limit to the work of the men. For a year or two it has been impossible to get union men to do the usual amount of work. (341.)

Mr. BLISS, a painting contractor, states that a demand was made upon him to discharge a certain workman who was simply trying to do a good day's work and help the work along, on the ground that he was doing too much. The reason seemed to be that there were many men out of employment and it was thought that more would have to be hired if each man did as little as possible. (250.)

Mr. MURPHY, vice-president of the painters' district council, denies that that organization in any way limits the work which a man shall do. He declares, on the other hand, that it is the practice of the master painters to select some young and vigorous man to set the pace for the others, expecting every man to do an equal amount of work. It has come about by this practice that men of 45 or 50 years of age can not get jobs except during the very busiest seasons, being unable to keep the pace. (454.)

8. *Marble setters.*—Mr. MCCULLOUGH, business agent of the marble setters' union, denies that this union has a limitation of work. He admits that a book of rules for measuring a day's work was adopted, but says that only a single effort was made to enforce it, and that was made over 2 years ago. The rules were adopted in an effort to check men who were suspected of being piece workers, "who would work night and day to the disadvantage of other members." (215.)

9. *Carpenters.*—Mr. WOODBURY, president of the carpenters' district council, says that fault has been found with the following rule of the carpenters' union: "Any member guilty of excessive work or rushing on any job shall be reported and shall be subject to a fine of $5. Any foreman using abusive language to or rushing the men under his supervision shall be fined not less than $10 and ruled

off the job." The witness declares that a rule of this sort is absolutely necessary to meet the policy of some contractors of hiring one or two young, athletic men, far above the average in physical strength, and having them set a pace which it is scarcely possible for the average man to meet, but which he must come near meeting on peril of discharge. Only one man has been fined under this rule during the 2 years that it has been in force. It ought to be enforced more than it is, in the witness's opinion, though it does have some salutary restraining effect on the members of the union. (457.)

Mr. CLARK, a contractor, declares that the rule of the carpenters' union making a foreman liable to a fine of $10 for rushing men makes a foreman a representative of the building trades council and not of his employer. Another rule that would break up any man in business after a time, if adhered to, is the rule as to the position of the steward of the job. (401.)

10. *Bricklayers.*—Mr. GUBBINS, president of the bricklayers' union, declares that his union does not limit the amount of work that a man shall do. The Chicago bricklayers are known as the best mechanics in their line in the country, and are carried all over the country by contractors who do work in Chicago. They work harder and do more work than any men in the other States. Before 1883 and 1884 they used to work 10 hours and lay about 1,000 bricks in an ordinary wall. Now they work 8 hours and have to lay 1,000 bricks. In Liverpool and London bricklayers have a limit of 400 a day, and Mr. Gubbins envies the English bricklayers. In Chicago two fast men are picked out to stand at the corners of the building and lay each a small number of brick there, while the men between have each, perhaps, 5 or 6 feet of wall and must keep their space filled up as the end men raise the line. (233, 234.)

Mr. WELLS, a general contractor, states that he has experienced a limitation of work on rough building, for the first time, on a large job which he recently put up for the McCormicks. The labor on this job, both brickwork and carpenter work, cost much more than ever before. The foreman said that if he tried to hurry the work he would be fined by the union. (378.)

11. *Bridge and structural ironwork.*—Mr. FRANK M. RYAN, a structural iron worker, declares that the workers in that trade in Chicago work harder and faster than in other cities. He believes that they drive nearly twice as many rivets in a day as workmen elsewhere. In fact, it is the practice of contractors who have 15 or 20 different gangs of riveters to select 2 or 3 of the best gangs and give them 25 cents or 50 cents a day extra to set the pace for the others, who are supposed, then, to keep up and drive the same number of rivets. The result is that the strongest and most robust men in the trade can not stand the work for more than 2 or 3 years without breaking down physically. (279.)

I. Apprenticeship.—1. *Machinists.*—Mr. CHALMERS declares that labor unions are unjust in that they limit the number of apprentices who may be engaged, prohibit the employment of colored men, at least in certain cases, and in the case of the machinists prohibit the engagement of any man over 21 years old as an apprentice. This last provision bars out from the practical work of machine shops graduates of colleges and manual-training schools, who have specially prepared for such work and who soon become the most efficient employees and those most likely to be promoted. The president of the machinists' union has declared that he never knew a college boy who was worth anything for shopwork. In view of this attitude of the unions, Mr. Chalmers declares that they do not tend to produce a more intelligent class of workmen, at least so far as his own experience goes. Nor has he seen any tendency on their part toward encouraging morality and sobriety. (12.)

Mr. DEVENS, assistant secretary of the National Metal Trades Association, says that comparatively few regularly indentured apprentices are employed in machine shops. There are many boys and men employed at unskilled work, but receiving practically no instruction and not being advanced to skilled work unless they show special aptitude. Even where apprentices are regularly indentured they must force themselves ahead, to a considerable extent, if they hope to obtain satisfactory instruction and advancement. In reply to a question as to whether they ever do receive proper instruction, Mr. Devens insists that he has been familiar particularly with one shop in which the apprentices were given every possible opportunity to learn thoroughly. He does not know whether this is a general rule. (511.)

2. *Building trades.*—In the opinion of Mr. HAVEY, the rules of the labor unions regarding apprenticeship are unjust. Boys to-day would like to have the same chance to learn trades which the members of the unions had when they were boys; but they no longer hav· the opportunity, at least in the building trades. Indeed, the union men have adopted a system which will prove a curse to their own chil-

dren. A man who is running a shop himself is not permitted to teach his own boy the trade. This practice also tends to make men tramps and criminals. (172.)

Mr. FALKENAU, a general contractor, asserts that apprentices are absolutely barred in all the most remunerative building trades in Chicago. Out of 32 trades in the building trades council there are only two or three in which a contractor can permit his own son to learn his own trade in his own establishment. (313.)

The ultimatum of the contractors' council of April 30, 1900, provided that each employer should have the right to teach his trade to apprentices. This provision was somewhat modified in the agreement with the bricklayers made after the strike. It was provided that each employer might take not more than one new apprentice each year, that the term of service should be three years, and that various detailed rules should be observed. (MILLER, 527, 564.)

The carpenters' agreement, made in February, 1901, permitted each employer to teach his trade to apprentices, but provided that the apprenticeship should last not less than 3 years and no apprentice should be over 21 years old. (TAYLOR, 529.)

3. *Plumbers.*—Mr. SMITH, a plumbing contractor, states that by an agreement made in 1896, which was by its terms to continue in force until October 8, 1898, 1 apprentice was to be allowed for every 2 journeymen during the first year, 1 for every 3 journeymen during the second year, and 1 for every 4 journeymen during the third year. A boy must be at least 15 years of age before he could be employed as an apprentice. Not more than 1 junior could be employed for every 2 journeymen for the first year of the agreement and 1 for every 3 journeymen thereafter. Each shop was to be entitled to at least 1 apprentice, and 1 junior might be hired where only 1 journeyman was employed. By a new agreement, forced upon the employers in March, 1897, it was provided that each shop should have only 1 apprentice. In April, 1899, the master plumbers were forced to agree that they would hire no more new apprentices or junior plumbers before March 1, 1900. (404, 405.)

Mr. CORBOY, a plumbing contractor, states that a junior plumber is one who has served as an apprentice for a certain time, say 4 years, and has not yet completed 2 further years of service. (414.)

Mr. SMITH presents a statement in writing by Mr. Nacey, an employing plumber, to the effect that he has attempted to teach his trade to his own son, and has been prevented from doing so by the union. (409.)

4. *Tile setters.*—Mr. BONNER, a floor-tile contractor, states that no apprentice is allowed by the union in his business in the city of Chicago, and he is informed that none is allowed in New York. Not a man has been admitted to the Chicago union in about 5 years. When a tile setter comes into town and gets a job they give him a permit to work until his application is voted on; but they immediately get a man from another job and put him in the newcomer's place, and so run the new man out of town. The witness would not be permitted to teach his own son the tile setter's trade. The witness mentions an English tile setter who has had a brother here for four years and has tried to get him a place as helper in setting tile, but so far has not succeeded. (385, 388.)

Mr. MCCULLOUGH, business agent of the marble cutters' union, refers to Mr. Bonner's statement that the tile setters do not tolerate any apprentices. According to Mr. McCullough, the tile setters' helpers regularly develop into tile setters as they gradually acquire a knowledge of the business, and are admitted by the tile setters' union when they show proficiency. (216, 218.)

5. *Painters.*—The articles of agreement of the painters' district council of Chicago provide for 1 apprentice for each contracting firm, and 1 additional apprentice for every 20 journeymen employed; the apprentices to be under the age of 18 years and to be bound by indenture for 3 years, and to be continuously employed during that time. (344.)

6. *Carpenters.*—Mr. NICHOLSON submits the carpenters' agreement of 1899. It does not restrict the number of apprentices, but provides that all apprentices shall belong to the union and carry the current working card, and that no one shall be allowed to work as an apprentice after the age of 21. (98.)

7. *Plasterers.*—Mr. CARROLL, of the plasterers' union, states that in his organization a man must serve an apprenticeship of 4 years, and if he is not a mechanic at the end of that time they will probably give him another year. (275.)

8. *Bricklayers.*—Mr. GUBBINS, president of the bricklayers' union, states that his union formerly allowed 1 apprentice to a contractor who had been 2 years in business, a second apprentice the next year, and a third the year following. After that period the contractor could have 3 apprentices constantly. Some contractors took advantage of this rule and kept 3 apprentices when they had no

work to keep them going. The witness does not describe the present rule regarding apprentices. (233.)

9. *Architectural iron workers.*—The agreement between the architectural iron workers and the employers provides that there may be 1 apprentice for each 2 journeymen employed on a job. Apprentices shall work 3 years before they can become journeymen. (451.)

J. Boycotting.—1. *Gormully & Jeffery Company.*—Mr. JEFFERY, a bicycle manufacturer, says that the Gormully & Jeffery Company made the first bicycles west of Connecticut. It has been in business about 21 years. The men employed have always been treated well, and there had been no difficulty until the fall of 1895. The witness at that time found that prices of bicycles were falling and cost of selling increasing, so that cheaper manufacture was desirable. He found that the polishers in his shop belonged to a strong union, and that they were trying to get unfairly high prices for work. Whenever a new kind of work was undertaken they would at first take a great deal of time to make each piece and pretend that it was very difficult, in order to get a high price by the piece. The witness had some hubs polished by workmen in another department and found that the cost was about one-third of the price charged by the metal polishers. He accordingly transferred the polishing largely to this other department and had some of the screws and nuts polished by women who were working in still another department. The union men in the polishing department thereupon struck. They injured some of the property in the shop before leaving, and thereafter tried to keep men from coming to the factory and taking work. The strikers would come around at noon and evening and try to induce the men to join the union or to leave the factory, and intimidated them to a considerable degree.

On account of this difficulty with the polishers, the Rambler bicycle, manufactured by the Gormully & Jeffery Company, was boycotted widely by union labor. Mr. Jeffery declares that he received letters from agents in most of the leading towns throughout the entire country referring to this boycott. The Metal Polishers, Buffers and Platers' Union published cards and circulars by the thousand. The most common form of these contains the words on one side: "Don't buy these bicycles, the Victor, Victoria, Rambler, Ideal, and Crescent. They are polished by scabs." The witness submitted a number of such circulars or stickers, varying somewhat in style and wording, which he had received from different towns. One label with the words, "Rambler bicycle is made by scab labor," was distributed in very large numbers in Detroit near the store of the Gormully & Jeffery Company. Another circular, which was distributed widely in Marlboro, Mass., is addressed to organized labor and the public generally, and declares that the metal polishers' union has placed a boycott on the Rambler and certain other wheels because of discriminations against organized labor. This circular is indorsed by the American Federation of Labor. In connection with it were furnished stickers containing the picture of a rider falling from a broken wheel, with the words: "He rides a Rambler bicycle. You see where it breaks." The witness also submitted a letter from the New England depot of the Gormully & Jeffery Company referring to the effect of the boycott in Marlboro, and saying that the labor unions have claimed in their meetings that the difficulty with the union men was caused by a 40 per cent cut in wages.

Mr. Jeffery declares further that stickers similar to that just described were even stuck on the windows of the company's store in Chicago, and that they were distributed generally throughout the country. The witness also submitted a printed circular which was mailed to every bicycle club by the metal polishers' union. This circular states that the Gormully & Jeffery Company has refused to employ union labor, and that Mr. Jeffery has declared that nonunion men were wanted because they were more pliable to the will of the firm. The circular adds: "In laying this letter before you we ask you to consider that the Rambler is supposed to be a high-grade wheel, and now the nickel work on the Rambler is inferior to any low-grade wheel on the market. It is being done by cheap, unskilled labor. * * * We now ask you, as no doubt the product of this firm is sold in your city, to wait upon the dealers and try to get them to refuse to handle the goods of this firm." This circular is marked, "Indorsed by the American Federation of Labor." A somewhat similar letter was sent to all the bicycle agents with whom the Gormully & Jeffery Company did business. This latter circular refers also to the Crescent bicycle.

The witness also submitted a package of pamphlets which were mailed to the Reliance Wheelmen at Oakland, Cal. These pamphlets contain similar statements regarding the inferior quality of the Rambler bicycle and regarding the cause of the dispute at the works. It adds that sales of the Rambler have fallen off more than one-half during the year 1896 on account of the boycott, and that

the firm has "entered the United States court, whining like whipped curs, and praying for an injunction to stop the International Union of Metal Polishers from further boycotting their scab wheel," and that an injunction was refused.

Mr. Jeffery says, further, that the agents of the Gormully & Jeffery Company have frequently been waited upon by committees from local unions and told not to sell Rambler bicycles on pain of forfeiting the custom of the unions and their friends. The witness submitted a number of union newspapers, naming the Gormully & Jeffery Company among other firms which are boycotted and should not be patronized by union labor. In connection with one of these clippings a letter was presented, stating that at Erie, Pa., as the result of the action of the unions regarding the boycott, it was almost impossible to get satisfactory representation for the Rambler bicycle.

The president of the International Union of Metal Polishers has admitted to the witness that the boycott was instigated by the members of that organization, and that they were responsible for the distribution of these various cards and stickers. The president stated that he himself had nothing to do with it, and was powerless to prevent it, although he proposed to stop the boycott if a certain agreement should be made by the company.

The effect of this boycott, Mr. Jeffery says, was to cause the Gormully & Jeffery Company to lose a number of valuable agencies. The company was also forced to reduce the price of its bicycles by $10; but as a matter of fact this did not ultimately injure it, since sales were largely increased by the lower price. The number of men employed, in fact, has increased rather than diminished, and by various economies in methods the percentage of profit has been maintained. The foreign sales of the company especially have increased. The quality of the wheel has not been lowered.

"There has never," continues Mr. Jeffery, "been any settlement of the difficulty at the Gormully & Jeffery works. The agreement which was proposed by the metal polishers' union required that only members of the union should be employed in the polishing, buffing, and plating room, and that there should be a steward for each craft in each department of the factory where members of the union were employed, appointed by the organization, who should see to it that all members lived up to the rules of the organization." The witness was unwilling to surrender the control of his business in this manner. The boycott continues to the present time, but it has less force than formerly. The witness has made no strong effort to suppress it, and has brought no suits for damages, believing that the less stir was made in the matter the better it would be.

The Gormully & Jeffery shop is now considered a nonunion one, although some union men are still employed. Some of the old men who were members of the union have gone back to work, and the witness believes that they have not lost their membership in the union. The average wages paid have not been decreased since the strike, but have been, if anything, a little higher. Members of the polishers' union had demanded that they should earn $18 a week, and arranged that when working by the piece they should get that much and no more.

The witness says that he has employed no one under 16 years of age, and that probably at present 2 per cent of the total number of employees are boys from 16 to 18 years of age, who do not, however, do men's work. The women who were employed as polishers on certain classes of work are still doing that work, satisfactorily. The price per piece has been greatly reduced, as appliances for doing the work have improved, but the average earnings have not been reduced. The women receive about $10 per week. The cost to the firm has been found less than half of that paid when the members of the union were doing the same work. (119–127.)

2. *Other instances.*—Mr. CHALMERS, a manufacturer of machinery, says that during a strike in 1899 at the works of Fraser & Chalmers, the company brought 202 men to Chicago, built a restaurant and fed them. It found, however, that it could not buy food on account of the threat of the unions to withdraw their patronage from anyone who would sell to the company. (8.)

Mr. WELLS, a general contractor, states that Mr. Mandel, owner of a department store, had a building partly completed when the present strike began, and was not willing to let it be completed by nonunion men because it would affect his trade. Mr. Wells also mentions the case of the Northwestern Yeast Company, which insisted on the completion of its building by union men, alleging a similar reason, and alleging also the fear that all its windows would be broken if nonunion men were employed. (377.)

K. Sympathetic strikes. (As to demands of contractors on this subject, and the provisions in agreements after the strike, see p. XLIII.)

The articles of agreement of the Painters' District Council of Chicago provide

that sympathetic strikes when ordered by the building trades council shall not be violations of agreement. (345.)

The structural iron workers' agreement for 1900 provides that a sympathetic strike shall not be considered a violation of the agreement. (100.) The same is true of the architectural iron workers. (452.)

Mr. NICHOLSON, a contractor, says that the allowance of sympathetic strikes is more unbearable to the contractors than any other demand of the labor unions. When a contractor engages to put up a building, there are two things which he must stipulate for—the cost and the time of finishing. The constant imminence of strikes makes it impossible to be certain of either of these things. On the other hand, the sympathetic strike is the strongest weapon that the unions have. From their point of view it is unreasonable to ask them to give it up. The unions are right and the contractors are right. They can not see each other's rights clearly until the fight has been continued longer and the combatants feel the injuries of it very severely. (89, 90.)

Mr. FALKENAU, a general contractor, states that the building trades unions have employed the sympathetic strike, calling off all the men on any building where nonunion mechanics were employed, to compel all the workmen in other trades to join their ranks. They have succeeded by this means in practically unionizing the entire city. (312, 321.)

Mr. EDWARD RYAN, business agent of the architectural iron-workers' union, says that during more than two years there have been only three small strikes by the organization, and that there have been no sympathetic strikes. (451.)

Mr. FRANK M. RYAN says that he can not see that sympathetic strikes are worse in their principles or their effects than sympathetic lockouts. The contractors in the building trades at present, he declares, are engaged in a sympathetic lockout. (281.)

L. Fines by labor unions on their members.—Mr. HAVEY, a gas fitter, refers to the fining of Mr. Konemerge by the gas-fitters' union. He says that there had been a feud between Mr. Konemerge and Mr. Long, business agent of the gas-fitters' union, and that Mr. Konemerge "licked" Mr. Long. He was fined $1,000 by the union, an altogether excessive and unjust amount, the real basis of it being the enmity of the business agent. Mr. Konemerge succeeded in getting a job. He had at the time no money and nothing to eat in the house. He went to Mr. Long and asked a permit to go to work, promising to pay $5 when he received his wages on Saturday night. The permit was refused unless payment was made in advance, and this in spite of the fact that the wife of Mr. Konemerge went down on her knees to Mr. Long.

Mr. Havey himself was fined heavily, during a period of several years when he had allowed his membership in the union to lapse, for failure to attend the labor parade and the meetings. He does not particularly complain, however, of the injustice of these fines. (172, 173, 174.)

Mr. LONG, business agent of the Chicago Gas-Fitters' Association, says that when Mr. Havey went into business for himself he neglected to pay his dues or take the proper withdrawal card. Mr. Long tried repeatedly to induce him to arrange the matter when the amount due was less than $10. He refused, saying that he did not expect to work again at his trade. He failed in business and wished to work again. The union gave him a permit to work. He afterwards went to work for the gas company, which employs none but nonunion men, at $60 a month, contrary to the union rules. (200, 201.)

Referring to the statements made by Mr. Havey with reference to Mr. Konemerge, Mr. Long says that Mr. Konemerge was fined by the union for subcontracting contrary to the union rules. The fine was at first $1,000, but was reduced to $100. Mr. Konemerge was given permits to work on condition of making payments from time to time upon his fine, whenever he should have employment. He repeatedly broke his promises; violated the union rules, and lied to the union representatives. He once tried to hit the business agent—that is, the witness—with a piece of gas pipe, but did not succeed. (201, 202.)

Mr. Long states that when a member of a union is out of work he can have his dues extended from meeting to meeting until he gets employment, if he only attends the meetings and looks after it. A man not in good standing, indebted to the union for dues or fines, can get a permit to work, provided he agrees to make a weekly payment whenever he works a certain number of days in the week. (201, 202.)

Mr. BUCHANAN, of the structural iron workers' union, states that in his union charges against a member have to be brought in in writing, a trial board of 12 is selected by the chairman, and due notice is given to the accused to prepare his defense. A fine is levied upon any member who brings in false charges against another. (472.)

Mrs. ROBB states that her husband is a first-class painter. He has twice belonged to the painters' union. He is now excluded by reason of a fine of $100 which the union laid upon him. His offense was putting a skylight over some $7,000 worth of fine electrical machinery while there was a strike on the job. He was waylaid in the halls of the power house by some 6 or 7 men, and beaten and kicked into insensibility. (80.)

Mr. MURPHY, vice-president of the painters' district council, declares that there has been much romance built up about a small amount of fact in the case of Mr. and Mrs. Robb. He says that he first knew Mr. Robb in 1887 or 1888. He was then inclined to be a good union man during busy times, but dropped out as soon as work became slack. Finally, about 1893, he became incorrigible as a unionist, and, to get rid of him, charges were made and he was fined $100, with no expectation that he would pay the fine. The witness denies that the union has had any influence in keeping him out of work since that time; the truth is that it had wholly forgotten his existence. The witness has recently inquired of a paint shop in Maplewood, near where Mr. Robb lives, and has been informed that the union has never interfered with Mr. Robb's getting work there. The employer added that Mr. Robb never "got cross-eyed" trying to get work.

Mr. Murphy says further that he made numerous inquiries among the neighbors of the Robbs in Maplewood, but could find none who would say a good word for either Mr. Robb or his wife. It is reported by the neighbors that he makes it a practice to work long enough to scrape together a few dollars, and then that he quits and with his wife goes to the races, both being inveterate bettors. If it be a fact that Mr. Robb has not earned more than $7 since last October, this is not an uncommon state of affairs even for men of good standing in the union. (454.)

Mr. RYAN, a manufacturer of machinery, objects to the practice of fining union members for disregarding some rule, often by direction of the employer. Many men would join unions were it not for the heavy initiation fees, which they can not afford to pay. (292.)

Mr. WILSON says that while at first it is difficult to make the members of the union abide by its rules, when they have once been fined or otherwise disciplined they learn what the rules are, as they often have not before, and become loyal to them. The International Association of Machinists seldom permanently expels a member, but will "forgive seven times seven." (495.)

M. Fines by labor unions and employers' organizations on employers.—Mr. PRICE, a general contractor, states that employers have been compelled to pay any fine laid upon them by the labor unions or go out of business. Mr. Price has been fined by the master masons' association, to which he belongs, for violation of a rule as to the purchase of material. He thinks that the levy of the fine by an organization of which a man is a member, and whose rules he has promised to obey, is a very different thing from the levy of a fine by an organization which he does not belong to and which should have no control over him. (363, 364.)

Mr. NICHOLSON, a contractor, says that it is impossible to maintain organization without discipline, such as that enforced by fines in associations of workmen and of employers. The exclusive agreements of service and employment between such organizations, and the combinations of contractors with material men, are also measures of protection which workmen and employers alike feel compelled to resort to. Mr. Nicholson states that the employers' organization fined a building firm $500 recently. His own firm was fined last season, but the fine was remitted when the firm acknowledged that it was in the wrong. He believes the same course was followed in the other case mentioned. (91.)

Mr. STRUBLE, a cut-stone contractor, states that the journeymen stonecutters have an unwritten law under which when a fine is forced out of a contractor for any alleged offense one-half of it is paid to the man who makes the charge. (357.)

Mr. BLISS, a painting contractor, states that a fine was placed on him in consequence of his failing to appear to answer charges before the painters' council. They misdirected the letter notifying him, and he did not get it until the day after the trial was set; but they said he knew of the notification, having heard of it from the men. (250.)

Mr. STRUBLE states the following facts:

The firm of John Olsen & Co., cut-stone contractors, had a stone-planing machine and 2 hand stonecutters at the bench, as required by the agreement between the contractors and the union. The union fined the firm $200 on the ground that 1 of the 2 stonecutters was an exempt member of the union; that is, one who was no longer able to do a regular day's work, and so was permitted to work for less than the union wage. After a strike the firm was compelled to pay the fine.

When the corner stone of the new post-office in Chicago was to be laid, an order of the building trades council informed the committee in charge that $5,000 would

have to be paid to the council or the stone which had been cut for the corner stone could not be laid. Mr. Sullivan, who is said to have made this proposition, afterwards denied it; but Mr. Struble thinks that the evidence shows that it was made, and made with the sanction of the building trades council. The block of granite which was objected to was not in fact laid. A common limestone was substituted. (357, 360.) (See also as to this transaction, p. LVI.)

Mr. SULLIVAN, chairman of the stonecutters' union, asserts that Mr. Olsen was proved guilty of running a small planing machine while employing only 1 man at the bench instead of 2, as provided by the agreement of the contractors with the stonecutters. (449.)

Mr. BONNER, a floor-tile contractor, tells of an instance in which a tile setter's helper, the tile setter having left the work for a few moments, soaked off the paper from the tiles, and having accidently displaced a few tiles in removing the paper proceeded to replace them in the cement. The walking delegate happened to come to the door and see him. He fined the employer $50 for having a helper set the mosaic, though the employer was nowhere near the place and knew nothing of the incident. The mantel and tile dealers' association threatened to lock out all its men if the fine was insisted on. In another case the Interior Wood Working Company employed a man probably 60 years old, concerning whom a special rule had been passed by the union to permit him to work at reduced pay. He was working for $2.50. When he had been at work several weeks, the union demanded $3.50 a day for him, which is the regular rate for men over 50 years old. The Interior Wood Working Company was fined $100, and the employers' organization locked out the workmen for 6 weeks before a settlement was reached. (384.)

N. Miscellaneous rules and practices.—1. *Sharpening tools on employers' time.*—The rules of the carpenters' union forbid the repairing, filing, or grinding of tools on a member's own time while employed by a contractor or a builder, under penalty of not less than $10 fine. (398.)

Mr. CLARK, a contractor, referring to this rule, says that carpenters usually come to a new job with their tools dull, and in that case can spend hours of time, under the rule, in sharpening tools, and be paid for it at the rate of 42½ cents an hour. (400.)

Mr. WOODBURY, president of the carpenters' district council, states that a carpenter is expected to take his kit upon a new job in good condition. During the progress of the job, however, it has always been the custom of the trade that tools should be sharpened and kept in condition on the employer's time. (456.)

2. *Foremen.*—The demand of the contractors' ultimatum of April 30, 1900, that foremen should be the agents of employers, and not subject to the rules of labor organizations, was incorporated in the agreements of the carpenters and bricklayers, and in other agreements made after the building trades' strike. (526, 529.)

3. *Stewards; choice and duties.*—The rules of the carpenters' union provide that the first journeyman carpenter going to work on a job shall be steward, and if two or more carpenters start to work at the same time they shall elect a steward. The steward is to inquire of all carpenters employed how they stand with their respective unions, to keep a list of the names and addresses of all members working on the job, their unions, and the numbers of the working cards, and to report to the district council headquarters, within one week after work has begun, the location of the job, the names of the contractor, owner, and architect, and the general conditions. He has power to examine the money received by members, to learn whether they are receiving the full rate of pay. (398, 399.)

Mr. CLARK, a contractor, declares that the rule as to the position of the steward would break up any man in business if adhered to. (1496.)

The ultimatum of the contractors' council of April 30, 1900, provided that there should be no interference with workingmen during their working hours, but that wherever a certain number of union men were working together on a job they might select among themselves a steward to represent them in their dealings with employers, and that he must perform his duties so as not to interfere with his service to the employer. This provision was incorporated in the agreements made after the strike with the bricklayers, the carpenters, and various other organizations. (MILLER, 526; TAYLOR, 529.)

4. *Stealing time; carpenters.*—Mr. WOODBURY, president of the carpenters' district council, refers to the practice of some foremen and timekeepers of stealing 3 or 5 minutes at noon and at night, and perhaps 2 or 3 in the morning. The union has a rule that a foreman or timekeeper who does this shall be fined $10. Such a fine has never been levied, though doubtless it should have been levied many times. The witness implies that it is partly to check this practice that the union requires working foremen who themselves use tools to be members of the union. (458.)

5. *Overtime forbidden.*—Mr. GRIFFITHS, a general contractor, states that on one building he had some runs for wheelbarrows running up from the sidewalk through the windows. They had to be removed at night and replaced in the morning. It took about 5 minutes for each operation. Though he was willing to pay overtime to the necessary number of men for doing this work before and after working hours, the building trades' council would not permit this to be done, and all the men employed there were idle while the runs were being taken up at night and replaced in the morning. (335.)

6. *Saturday afternoon work.*—Mr. BLISS, a contracting plasterer, states that in order to get a permit to work plasterers on Saturday afternoon at $1 an hour it is necessary to make a special application to the walking delegate. This is a thing which he will not do. (330.)

Mr. WOODBURY, president of the carpenters' district council, admits that the union is perhaps wrong in forbidding foremen to stay on their jobs on Saturday afternoons. (457.)

7. *Useless expense demanded by unions.*—Mr. FALKENAU, a general contractor, states that he was compelled by the building trades council to finish the iron beams in the Western Electrical building just as if he were finishing the cornice in an elegant residence, at an expense of 15 cents a foot, while the expenditure of 2 cents a foot was all that was necessary. The steam fitters insist on putting in certain additional piping which is considered by the contractors absolutely unnecessary and superfluous. (321.)

Mr. BEHEL, a contractor, refers to the extra pipe, unnecessary in the opinion of experts, which the steam fitters compel the use of, and also states that the plasterers insist upon the use of three coats of plaster where the specifications call for two. (395.)

Mr. SMITH cites the case of a master plumber, whose men were called out on strike because he refused to do certain unnecessary work, in putting in a revent, which the city ordinance specifically provides need not be put in in cases like the one in question. (409.)

8. *Payment of dues of union members.*—Mr. PRICE, a general contractor, states that the delegate of the bricklayers' union came upon a job one day and demanded of three or four of Mr. Price's bricklayers that they sign an order on Mr. Price to pay "a certain amount of dues to the representative of the building trades council." The masons claimed not to be in arrears, and refused. The business agent then demanded of Mr. Price that he discharge them. He refused, and the bricklayers and laborers on the job immediately quit work. Rather than cause trouble the masons signed the orders demanded. They were afterwards fined by the bricklayers' union from $3 to $10 apiece. (361.)

Mr. STILES, a master painter, states that he was threatened with a strike for refusing to pay the balance of dues which was alleged to be owed to the union by his son, who had recently joined it and who had then enlisted in the army and left the city. His son was of age, and Mr. Stiles was in no way liable for his dues; but he was compelled to make the payment, and was even refused an opportunity to communicate with his son about the matter before paying. (341.)

9. *Strike funds.*—Mr. WILSON, vice-president of the International Association of Machinists, says that he does not consider it a good policy for a relatively new and inexperienced labor organization to maintain a large strike fund. If it does, men crowding into the union are apt to take advantage of the fund whether there is any chance of winning the strike or not. The International Association of Machinists has found that during strikes it is often forced to support many dissolute men who are not really machinists. On the other hand, where a union is thoroughly educated, as in the case of the cigar makers, it is desirable to maintain a large strike fund. (497.)

10. *Dues of unions.*—Mr. WILSON, vice-president of the International Association of Machinists, believes that high dues and large benefits are very desirable in a union; that they make the organization strong and keep it from unnecessary strikes. (498.)

VI. PICKETING AND ACTS OF VIOLENCE.

(See also *Political bearings of labor difficulties*, p. CI.)

A. Picketing.—Mr. RYAN, a manufacturer of machinery, declares himself a believer in labor unions provided they employ proper methods, but says they have sometimes used methods both ridiculous and distasteful to the employers. The practices of picketing and of slugging are especially to be reprehended.

Mr. Ryan states, however, that in connection with the recent strike at the works of the Morgan-Gardner Electrical Company, the machinists' union did not

resort to lawless methods. The shop was picketed, but the pickets were orderly. The police were sent to protect the company, but they had nothing to do. (292.)

Mr. REID, of the machinists' association, says that the picket is a body of men appointed by the employees of a shop to meet the men who intend to take their places, and, by moral suasion and by demonstrating to them the foolishness of their attitude, to educate them so that instead of working for a man who is antagonistic to labor they will join the union and help fight against him. (191, 102.)

Mr. WALSER, of the Goss Printing Press Company, says that he has no doubt that the company would have secured a large number of new men since the strike except for the picket around his works. The pickets, most of whom are former employees of the company, will not let a man pass up or down the sidewalk or enter the building without speaking with him and telling him that he had better not go there to work. If they can, they take a man who wants to enter the shop to their lodge and make a union man of him. (371, 374.)

Mr. ROUNTREE says that the Turner Brass Works have been picketed, and that the pickets have been kept there even after the works were closed and after attempts to get workmen ceased. (32.)

Mr. MILLER, a manufacturer of sheet-metal work, considers picketing unlawful, not according to city ordinance, but according to common law. It is true that Judge Wines, in the Chalmers case, refused to issue an injunction against picketing, saying that he considered picketing, so long as it amounted only to watching and talking, to be within the rights of men. The judge added, however, that if workmen attempted to use persuasion in such a way as to amount to threatening, it became unlawful. He also limited the number of pickets who should be allowed to ten. This was a decision by a lower court in Illinois, and has not been passed upon by the supreme court. (352.)

Mr. CHALMERS, a machinery manufacturer, refers to the fact that a judge of a lower court in Chicago held, during 1899, that boycotting and picketing were legal if kept within proper bounds. The judge declared that the capital of unions was the boycott and the picket, and that they have a perfect right to picket the premises of employers, the only question being how many pickets may be employed. The limit he fixed at six. (8.)

Mr. DARROW, a lawyer who has acted on the side of the workingmen in various suits concerning labor difficulties, refers to this decision as to picketing. He says that during a strike at Fraser & Chalmers's works pickets were placed by the strikers to meet men who were seeking employment. Mr. Chalmers got Judge Haney to issue an injunction to prohibit not only violence, but the establishment of pickets. This injunction was issued without any opportunity for the workingmen to present their side of the case. Mr. Darrow brought the case before Judge Wines, of the appellate court, and he modified the injunction, leaving it active to restrain the men from violence, but permitting them to stand upon the street to meet those who wished to work, using persuasion, but not force. As showing the unfounded nature of the complaints against the strikers in this case, Mr. Darrow says that Mr. Chalmers secured indictments against a large number of men for assault and battery and conspiracy, but that, after the strike was settled, he failed and refused to prosecute a single one of the cases. (67.)

Mr. BISNO, formerly business agent of the cloak makers' union, thinks that the picket is essential to the successful conduct of a strike. Employers have often imported men from other States without telling them that a strike was going on. Some of these men can readily be persuaded by the union that it is not right for them to cut the throats of the strikers. If a striker can approach a man and tell him how he has been treated by his employers and what are the grounds for the strike, there are ten chances to one that he can persuade the newcomer not to take his job. The witness thinks that a striker has a moral claim upon his position with his former employer. The picket is carried on in the hope that the boss will be prevented from getting employees, so that he will be forced to reemploy the strikers on the terms demanded. The witness admits that picketing is an act of war, but declares that reduction of wages by the employer may also constitute an act of war.

Mr. Bisno also describes the methods of persuasion used by the pickets. Men seeking work are told the history of the trade and of the strike, and are shown that if the organization fails or is broken up great evils will result to the trade. The union usually offers to provide support for men who are seeking employment and who agree not to take the place of strikers, or to furnish them with tickets back to their homes. If, in the face of these inducements, applicants for work persist in trying to take the place of the strikers, the next step will depend somewhat upon the character of the strikers. In one case the trade union with which the witness was formerly connected stirred up the fellow church members of a scab

against him. In other cases men are called "scab" on the streets, and there are a hundred other influences which can be brought to bear to drive such men out of the community. The witness says that his own children would get the impression from the talk at home that the children of the scab are bad, although he would not particularly instruct them to take that attitude.

In some cases half a dozen or more men may surround a nonunion man on the street and call out "scab" to him. The witness does not know whether he would call this persuasion; it is rather coercion. He admits that such an act as this may be contrary to law, and he thinks that under certain conditions it is right for a person to violate the law. He would be willing to submit to punishment for such an offense as this. The limit to which union men may rightfully go in such persuasion or coercion will depend largely upon the grievances which they have against their employers and upon the attitude of public opinion as to the strike. All trade unions deem it against their interests to resort to actual violence. (55–58.)

B. Violence in the machinists' strike.—Mr. CHALMERS says that recently a party of 7 workmen, who were being conducted from the Link Belt Machinery Company by the general manager, the superintendent, and 2 policemen, were attacked by 150 striking machinists, and the superintendent and manager were badly injured. A shot was fired by the superintendent, and he was arrested for attempting to kill an innocent man, which the witness considers a great injustice. At the Gates Iron Works an old man, who was a watcher, was nearly pounded to death. At Fraser & Chalmers's shop a mob of 200 men attacked the employees and men who were guarding the property and "pounded, jumped on, and kicked them." The police furnish no protection, and the lower courts all side with the strikers. (7.)

Mr. BARTON says that there has been one case in connection with the strike of the machinists at the Western Electric Works in which a man was injured by the pickets of the union. There have also been some cases of intimidation near the men's houses. The police department has done all that could reasonably be asked in protecting the works. (297.)

Mr. WALSER, of the Goss Printing Press Company, says that for some time after his men struck nonunion men were brought to the shop daily under the protection of special police officers. One evening quite a riot occurred in which 3 of the nonunion men were hurt badly, and the company concluded to close down its factory. Strikers have told the witness that they would be glad to go back to work, but that they dare not do so. (371, 372, 374.)

Mr. REID declares that it has not been proved that members of the machinists' union have been implicated in any acts of violence. The organization as such denounces violence, and the witness and its other officers have impressed on the men the necessity of refraining from it. The witness knows of no conflicts between members of the organization and nonunion men. The riot at the works of the Link Belt Company was investigated by the courts, and it was proved that it was precipitated by a representative of the company, and that the pickets of the machinists' union actually saved a superintendent of the company from being treated with violence. There has not been a single prosecution against a member of the organization during the strike. On the other hand, the organization has sworn out warrants for the arrest of special policemen who have acted arrogantly and who have committed assault and battery. (182, 183, 186.)

Mr. ROUNTREE, a manufacturer of brass, says that the union men in his own shop practically compelled, as it seemed to him, a large number of nonunion men to strike. Such control of the union men over the nonunion men rests finally on coercion and terrorism. The term "scab" itself has more terror for the average workingman than any other word or thing. The workman's children at school are taunted by their playmates with being children of "scabs." His wife is prevented from enjoying her social and church relations on the same ground. The witness thinks that the use of this word in the way it is used should be considered criminal conspiracy, but it is practically impossible to enforce the law satisfactorily. Sometimes, also, men are threatened. In a dozen cases employees of the witness have told him that they have been threatened with having their heads smashed. In the Turner Brass Works the more independent men, those with the greatest skill and experience, do not become members of the union. (32, 35.)

Mr. WILSON, vice-president of the International Association of Machinists, declares that all forms of violence in strikes are injurious to the cause of trade unions. But he has never known trade unionists, as such, to have anything to do with the destruction of property. It is usually their sympathizers, or sometimes persons hired by the employers in order to get the strikers into trouble. The witness thinks that these statements apply to the St. Louis street railway strike. It

is impossible for a labor organization to do anything effectively to prevent such acts by nonmembers. (492, 493.)

C. Violence in building trades disputes—1. *Charges of violence toward nonunion men.*—Mr. LEVIN, a detective, states that he was employed by the contractors' association to obtain evidence of infractions of law by the building trades unions. The unions are committing assaults, but it is very hard to obtain evidence against them. The witness himself has seen union men slugging nonunion men. It would be possible to arrest those who do the "slugging," but they are not the ones who are wanted. The consultations are held and the plans made behind closed doors. The witness's men have got into the union halls and have learned by hearsay something of the methods by which the slugging is arranged, but have not been able to get legal evidence against the leaders. (259, 261.)

Mr. HAVEY, a nonunion gas fitter, says he considers that nonunion workmen are in physical danger in Chicago at the present time. The chances are that he himself will be "slugged" on account of his attitude and his testimony before the Industrial Commission. The violence is usually started by union men; nonunion men have no object in picking a fight. The witness does not have personal knowledge of any case of slugging. Mr. Havey says that the violent acts of the union men are not to be wondered at in view of their belief concerning the rightness of their cause and the wrong which "scabs" do to them. They believe that nonunion men are trying to kill the labor cause. They will accordingly use any means in their power, even going as far as killing men, to secure what they consi ler their rights. Mr. Havey thinks that the police of Chicago have been doing the best they can to protect nonunionists, although they may be influenced somewhat by their beliefs in favor of the union men. (175, 176.)

Mr. MILLER, a manufacturer of sheet metal work, says he thinks that there is plenty of evidence to show that it is all a man's life is worth to incur the hostility of the building trades unions. The contractors' association has secured convictions of union men for "slugging" and beating nonunion men, and other cases have been reported in which the association thought it could not secure conviction. The association has not tried to bring suits for conspiracy. (347, 348.)

Mr. BONNER, a floor tile contractor, says that there is only one thing which ever carries strikes through successfully—that is, intimidation and physical force. The building trades council of Chicago is no better than the Molly Maguires of Pennsylvania. It can only enforce its rules by intimidation and force, both as to the contractors and the employees. He mentions an instance in which an employer, who was himself doing some work during a strike, was set upon by 2 men and so wounded with a piece of pipe that he had to go to the hospital. Mr. Bonner declares that a squad was organized to go out on bicycles to "slug" and disappear quickly. He does not wish to assert that men are actually sent out to do such things, but the men do it, thinking that they have a right to do it. They have an idea that no one is a laboring man but one who works with his hands on certain conditions, and that the laboring man has a right to use a club or a piece of gas pipe on anybody who does things which do not meet his ideas. (384, 385, 388.)

Mr. STILES, a master builder and decorator, says that in 1897 an employing painter, who was working nonunion men, was attacked in broad daylight in front of his place of business, struck over the head with a piece of gas pipe, and instantly killed. In the same year a body of nonunion men employed by Mr. Stiles were set upon in a room, apparently where they were at work, and three of them were seriously injured. One had a broken rib; another a broken collar bone. Mr. Stiles's implication is that both these attacks were the work of union men, but he does not clearly state that he knows who the guilty persons were. (340.)

Mr. DAVIS, a mosaic decoration contractor, states that a constable came to his office with a warrant for assault with a deadly weapon. Mr. Davis had no knowledge of the complainant and had assaulted no one. He went with the constable. When he had gone about a block and a half the constable held him while 2 men assaulted him and choked him. He got away by slipping out of his overcoat. He afterwards appeared at the justice's office, but no one appeared against him pursuant to the complaint. Mr. Davis's foreman was attacked by the walking delegate of the painters' union. The man was arrested, but denied everything on the stand and went free. Another of Mr. Davis's workmen was held at bay by 2 men with guns while a third pummeled him. Still another was assaulted by 2 men while on his way home from work. Mr. Davis also submits a threatening letter which his men received. (421.)

Mr. CLARK, a contractor, states that in the fall of 1894, while a strike was on at the building which he was putting up, his foreman was assaulted by a man hired by the carpenters' council, and nearly deprived of his life. (400.)

Mr. BLISS, a painting contractor, states that during a strike upon his work the union men told those who worked for him that they had better not work; that

they were liable to be "slugged" and crippled; and the threats drove off the most of the men. Mr. Bliss himself was at work with 1 boy, when 3 men came into the building, hit Mr. Bliss on the head with a coupling link, and threw a link at the boy, hitting him on the hand and disabling him. The assailants were not known to Mr. Bliss, but 1 of them had been sitting the most of the previous day with the union picket on the job, a man who had previously worked for Mr. Bliss. Mr. Bliss got out a warrant for this picket, but the justice before whom the case was brought practically said that the evidence was not sufficient to hold him on, and Mr. Bliss's attorney said that it would be of no use to proceed. (250–251.)

Mr. GEORGE F. HARDING, sr., states that though he has no objection to labor unions he employs chiefly nonunion men. His men have been assaulted and his buildings have been picketed. A man employed by him was knocked down and sent to the hospital, within a month before his testimony, while peacefully at work. (160, 162, 465.)

Mr. BEHEL declares that Mr. Gubbins called for volunteers to do "slugging," and that 16 members of the bricklayers' union offered their services, were designated as the slugging committee, and promptly began their duties the following day by making several assaults upon innocent men. One member of this committee was arrested and tried. Seven witnesses testified that the prisoner was with them at Bricklayers' Hall at the time of the assault. The prisoner, when given an opportunity to testify, confessed his guilt, whereupon 1 of the witnesses for the defense said that they were all a damned pack of liars. The magistrate fined the prisoner $10 and costs and discharged the perjurers with a reprimand.

The contractors' council is obliged to hire about 100 special policemen to protect some 3,300 men who are peaceably working for its members. This great expense is needed in addition to the service rendered by the police department. Notwithstanding all precautions, workmen have been assaulted in several instances, and two have been so seriously beaten that they have died. The contractors have to carry their men to work in buses, for which they have to pay as high as $5 an hour on account of the danger to the buses and the drivers. The wrecking crews of the unions have in many instances entered buildings in course of erection and destroyed the material which had been put in place by Industrial Union men. Mr. Behel gives a list of a considerable number of assaults upon nonunion men, followed in some cases by the arrest of the assailant and the imposition of a fine of $10 or $15. (393–397.)

MR. WELLS, a general contractor, states that a crowd of three or four hundred men gathers at quitting time about the Butler Building, which his firm is erecting, to hoot the men going from their work. The contractors' council have to keep special policemen inside the building to protect it, while the city sends a force of detectives and policemen every night to surround the workmen and escort them from the building. (378, 383.)

2. *Denial of disposition toward violence.*—MR. MADDEN, president of the Western Stone Company, does not think that there is any feeling of rebellion against law and order, or any disposition to strike at property, among the Chicago workmen. Chicago has men of every nationality, but the foreign-born people and their children believe in law and order, and there is a no more law-abiding community on earth. (112.)

Mr. CARROLL, president of the building trades council, states that the unions discourage violence, and would be willing to protect property that might be endangered in time of trouble. He does not know of any cases in which union men have beaten nonunion men who were working, though he has read of such cases. The unions do not indorse such actions. There is, however, no provision in the constitution of the building trades council or in the constitutions of the unions against attempting by force to prevent a nonunion man from working, and Mr. Carroll does not know of any instance in which a member of a union has been suspended or fined or disciplined for beating or interfering with nonunion men. (269, 275.)

Mr. GUBBINS, president of the bricklayers' union, states that neither his union nor any other affiliated with the building trades council countenances any violence of any kind. The witness was one of a committee that went to the mayor and told him that it was the desire of the unions that any man who broke the law should be arrested, and that the unions would give their assistance in apprehending any of their members who should be guilty of violence. His union condemns the use of force to prevent nonunion men from working. This is the general sentiment of the members of labor unions that he is familiar with. (223, 232.)

Mr. REGAN, of the lathers' union, declares that disorganization rather than organization breeds crime, because without organization the workingmen can not get wages that they can live on. He has seen his fellow unionists reduced to the most desperate straits, week after week, and has never heard any talk about crime from them. (208.)

Mr. BAGLEY, a wholesale marble dealer, commends the members of the marble cutters' union for their relative abstinence from violence during their long strike. He believes there have been only 3 cases of assault, and 3 or 4 cases of destruction of property. (390.)

Mr. BUCHANAN, business agent of the structural ironworkers' union, has never witnessed any unlawful acts during the 7 years he has been in Chicago. He believes that the contractors are disposed to put down the unions by unlawful means, by the help of armed men, and that they would kill every labor leader in the country if they could have the police and the law all on their side. (472.)

Professor TAYLOR testifies that before a meeting of the trade unions of Chicago in June, 1900, he made an address in which he strongly condemned the action of union members in the building trades in resorting to violence against nonunion labor. He declared that the use of violence was suicidal to the best interests of union labor, by alienating the general public and nonunionists. He asserts that this sentiment met with general approval from the audience, and that he has never failed to find among the rank and file of the workingmen an instinct against the use of violence and in favor of keeping within the law. On the whole, the witness feels that there has been surprisingly little violence under the circumstances in Chicago. There were brawls and personal assaults, but nothing in the nature of a riot, and if the police had been more prompt there might have been still less violence. When it is remembered that 50,000 men were without means of support for several months, that they belonged to many different nationalities, and were excited as to their most vital interests, the amount of violence appears very small. (535, 540.)

3. *Violence instigated by employers.*—Mr. GUBBINS declares that the bosses of the masons' association told him that they would stand one-half of the expense of clearing out any job in Chicago on which there was a nonunion man or contractor working. Mr. LeVin, the head of a detective agency in the employment of the contractors' association, has told Mr. Gubbins that certain men at the head of the lockout wanted Mr. LeVin to break Mr. Gubbins's neck; and Mr. Gubbins is carrying a revolver for self-defense. Mr. LeVin also made remarks to Mr. Gubbins which the latter understood to convey the suggestion of attacking a certain bus load of nonunion men. (223, 232.)

Mr. LE VIN refers with approval to the statement of Mr. Gubbins that he carries a revolver for self-defense. It is necessary for Mr. Gubbins to protect himself, as certain members of the contractors' association tried to induce the witness, during his employment by the association, to have his men "slug" Mr. Gubbins, and if possible to put him in the hospital for 6 or 7 weeks. Mr. Le Vin prefers not to give the names of the men who made this proposal, because it would weaken his testimony if he should have to appear before the criminal court. The men are in authority in the contractors' organization. Besides Mr. Gubbins, the contractors desire to have Mr. McGinniss and Mr. Murray beaten. "It seems that Murray had a fellow named Jennings beaten up out on Erie street, and * * * the gentleman * * * said they wanted to get back at Murray for the Jennings assault." Mr. Le Vin is prepared to produce witnesses to this proposal. In his absence his superintendent was instructed by the contractors, in case he could not get into a fight with the pickets and the strikers when he was on guard at the Ogdenburg docks, to get the men and go out and look for it. Mr. Le Vin withdrew from the employment of the contractors' association, because he does not think that a private detective agency is the place to get a slugging committee from. The contractors referred to undoubtedly entered into a criminal conspiracy. The witness has not complained before the grand jury nor before the district attorney. He believes that the contractors have already succeeded in hiring men to slug Mr. Gubbins and others.

The witness was never asked to slug nonunion men and have the suspicion cast on union men.

Mr. Le Vin states that Mr. Gubbins is mistaken in understanding Mr. Le Vin's remarks to him as a suggestion of the possibility and the desirability of an attack upon a bus load of nonunion men. The conversation took place at the house of Mr. Le Vin's father, and Mr. Le Vin was speaking for his father's information rather than for Mr. Gubbins's. Mr. Le Vin told his father that he was withdrawing from the employment of the contractors' association, as his father had desired him to do; that he had only two men still employed, and that he meant to withdraw them as soon as he could reach them the following morning. He

did not say that the bus would be defended only by these two men. The fact is that as fast as his men were withdrawn a larger number were substituted by the contractors, and he believes that the bus in question was defended by at least 10 and perhaps by 15 or 20. The witness had no intention of suggesting to Mr. Gubbins that there would be a favorable opportunity for assault, and in fact he believes there was no such opportunity. If the bus had been attacked after the witness's conversation with Mr. Gubbins, someone would have been killed, and he would have considered himself responsible for the murder. (257–262.)

Mr. BEHEL, referring to Mr. LeVin's testimony, declares Mr. LeVin was not employed by the contractors' council for "slugging" service, but only for watch service, and that the council dispensed with his services after 3 weeks, as they were not of a character which it desired. Mr. Behel defies any labor advocate to prove that the nonunion men now employed by the contractors have ever committed an assault upon any citizen engaged in working for a living. (393, 394.)

Mr. LONG, business agent of the gas fitters' association, states that a man named McCarthy told him that he had been approached by two men who wanted to arrange for "slugging" and for the stirring up of riots, in order that the blame might be laid on organized labor and that the city might be put under martial law. Mr. Long also states that he has been told on different occasions that he was to be beaten by the contractors. (206, 207.)

Mr. BONNER, a floor-tile contractor, says that he defies any man of the building trades council to show that any builder, or any contractor, or any man employed by builders or contractors, ever attempted to interfere with the union men, or do any bodily injury to them unless he was attacked and did it in self-defense. He never heard of an agreement made by the contractors' council to secure the beating of the members of the unions, and he never heard of a union man being "slugged." (388.)

Mr. GRIFFITHS, a general contractor, states that he has no acquaintance with Mr. Le Vin. He defies any man to show him the union man that has been disturbed, interrupted, or insulted in any way by any one connected with the building contractors' council. (339.)

4. *Intimidation of nonunion men.* (See also *Nonunion men*, p. LXVIII.)

Mr. BARTON submitted a copy of a letter sent by a Chicago lodge of the machinists' union to a man who had refused to join the strike, but who had been a member of the union at Grand Rapids, Mich. This letter contains the words: "I want you to understand that Grand Rapids Lodge will be informed that Unity Lodge, and every one of the 5,000 union men in the city, consider you a scab of the thirty-second degree. Your name will also be published in the journal, and when the union wins this fight they will teach you and your kind a lesson." This same man was afterwards assaulted by one of the union pickets. (297.)

Mr. OFFIELD, a patent lawyer, refers to the fact that members of trade unions unlawfully enter upon private property and practically coerce employees and manufacturers into acting according to their dictation. He declares, further, that the police do not adequately protect the property of manufacturers, and that the State authorities generally seem indisposed to take effective measures. (84.)

Mr. BLISS, a plastering contractor, believes that the use of the term "scab" has a great terror for nonunion men. "That and the slung shot, I think, are very effective." (334.)

5. *Destruction of property by unions.*—Mr. DAVIS, a mosaic decoration contractor, mentions a case in which a mosaic floor which he had just laid was torn up during the night, and five representatives of the mosaic workers' union were arrested with the implements in their hands which had done the destruction. (420.)

Mr. BONNER declares that he knows of his own knowledge a building where a union "wrecking crew" tore out the plumbing work. Wrecking crews have gone into rooms and chopped the woodwork to pieces. (388.)

6. *Threats by nonunion men.*—Mr. CORRISTON, a union carpenter, states that a nonunion man, who had just left a street car which Mr. Corriston was on, shouted to him, "Get off that car," and put his hand in his pocket and said, "I will fill you full of lead." Mr. Corriston has never heard of any one connected with any organization that he has belonged to instructing any man to do violence. (475.)

7. *Legal remedies for interferences with business.*—Mr. WELLS does not think that suits at law would be an effective remedy for unlawful interferences with business by the unions. The contractors have not thought it worth while to give this subject serious consideration. (382.)

Mr. MILLER says that there have been no serious attempts in Chicago to get legal redress for the injuries inflicted by the trade unions. He is inclined to think that the common law is ample to grant redress if properly applied. There are obstacles in getting cases decided. Appointive judges would probably do better work in labor cases than elective judges. (352.)

VII. CHARACTER AND EFFECTS OF UNIONS GENERALLY.

A. Desirability generally discussed.—Mr. HAVEY testifies that he was formerly a member of the gas fitters' union. At that time he believed the unions beneficial to the cause of labor. In 1893 Mr. Havey established a shop of his own and forgot to take out a withdrawal card from the union. His business failed in 1898 and he supposed he could get back into the union by simply paying the dues which were in arrears. He found that he had been fined $10 for failing to turn out on each Labor Day and also fined for failing to attend meetings. The total amount due was about $100, and although he could have afforded to pay this sum he refused as a matter of principle. The rule by which the fine was imposed was perhaps not unjust, but the acts of the witness had been due simply to forgetfulness. The witness declares that since that time he has made a study of the labor question, and has come to the conclusion that trade unions as at present conducted are causing more tramps and sending more boys and men to the penitentiary than all other causes combined.

In view especially of their endeavors to exclude nonunion men from labor, of their rules as to apprenticeship, and of their limitations on the work a man may do, Mr. Havey holds that the labor unions are to be considered trusts, and the parents of all trusts. Their members get together for their own interests solely, regardless of the interests of others. The witness does not mean to imply that there is any understanding or combination between the labor unions and the combinations of capital. "Trade unionism protects the strongest and does not care a continental for the weakest." (171, 175, 177.)

Mr. JONES, a nonunion machinist, declares that unionism is a mild form of anarchy. He says that he, as a nonunion man, is speaking for many others who hold the same views when he declares that trade unions as now conducted are the most selfish organizations that have ever arisen among men.

The unions when they demand recognition mean that the employer must forfeit his right to hire whom he will and discharge whom he will. They mean that the employer must hire only union men and must cooperate with them in denying to nonunion men the right to earn their daily bread. Unionism has thus created a great chasm between the employer and the employee, and it has also arrayed one group of laborers against another.

Mr. Jones admits that much good could be accomplished by labor organizations. It is simply their present methods of doing business that he opposes. Nonunion men have no objection to increased pay or shorter hours, nor do they consider it wrong to combine to secure those ends. The only evil arises from attempting to compel men to combine whether they wish or not. The witness thinks it might perhaps be desirable for those who oppose present union methods to form new unions of their own with a different policy, especially for the purpose of protecting themselves against the tyranny of the unions. (194–197.)

Mr. GEORGE F. HARDING, sr., regards labor unions as similar in character to the combinations of manufacturers, though hardly as powerful. His sympathies are with the unions, as if he had lived in France when there was a struggle between the nobles his sympathies would have been with the lesser rather than with the greater. The workmen have no means of fighting for their own position except through the unions. He feels and believes that we are coming to a union between the trusts and the labor combinations. Such a union between these two great forces would leave the public entirely powerless. If a great labor combination controlled half the labor in the market the witness would regard it as a monopoly, as he would say that a man who controlled half of the oil of the country had a monopoly. He would sympathize with the labor monopoly, but it would be a monopoly none the less. Mr. Harding thinks that the labor organizations would give no trouble if they were fairly prosperous. It is because we are settling down toward pauperism that they are getting stronger. He thinks we ought "to equalize with them," and he is glad to have the workmen use their organizations if they can keep out of poverty. (161, 162, 164, 167.)

Mr. DAVIS thinks the growth of the contractors' association, as well as the growth of the trusts in many instances, has been caused by the trusts in the labor market. (422.)

Mr. STILES, a master painter, feels that the rules of the unions are restrictive and hampering to business, and contrary to the interests of the contractors and the owners of buildings. The members of the unions are not free men. The associations of contractors do not restrict the freedom of their members in any such way as the unions of workmen do, though the witness would not think it quite honorable for him to make an agreement with the labor union independently of his fellow contractors. (342, 343.)

Mr. JEFFERY, a bicycle manufacturer, thinks that trade unions generally have proved injurious to the interests of both employers and employees, interfering with the harmonious relations which should exist between them. If the unions maintain such control of affairs as they now possess in Chicago business will decline and will go to other places. This has been the effect of the extreme actions of the unions at Toledo, Ohio, and Kenosha, Wis. Were it not for labor difficulties, the present year would be the most prosperous Chicago has ever enjoyed. The rules of the unions are oppressive not only to the employers but to their members. The witness does not think that trade unions should be crushed, but he thinks that their rules should be modified, and that they should learn something about the law of supply and demand as connected with labor. (130–134.)

Mr. BOARD, a manufacturer of machinery, declares himself decidedly opposed to organized labor. He believes that if a man who applies for a job and is offered $2 does not want to accept $2 it is his business to walk off. Every man having capital invested in a business ought to be able to manage it according to his own ideas and methods. He ought to be able to say what a workman is worth to him, and not to be forced to pay more than he thinks he is worth.

Mr. Board considers the average laboring mechanic as more or less an overgrown boy. "He wants a guide and a help and when he is turned loose he gets erratic." He can not be allowed to dictate to his employers.

Mr. Board declares that he is always willing to confer with his men individually, and that he never had any trouble before the recent strike caused by the machinists' union. He asserts also that the union is absolutely irresponsible and can not furnish any guaranty that any arrangements it makes will last more than a week.

Mr. Board admits that some unions tend to improve the condition of their members. Where they have benefit insurance they are doubtless useful, at least to that extent, but the witness thinks that few of the unions in Chicago provide insurance for their members. The idea that the labor union is an educational force sounds very well, but it is not carried out in actual practice. The labor union is most emphatically a trust. Its one advantage is in enabling poor workmen to get greater wages than they are worth. The rules of the unions put a premium on inefficiency. There may be good unions, just as there are bad combinations of capital. The national unions which extend throughout the country are apt to be more conservative than the local organizations, such as those at Chicago.

The great fault with the labor unions, according to Mr. Board, is that they choose unscrupulous men as leaders. If a man is a good fellow and can make a smart speech, he becomes a labor leader. The leaders are looking after their own self-advancement first, last, and always. (42, 45, 46.)

Mr. MILLER, a manufacturer of sheet iron material, declares that the building trades council never has been and never can be of any benefit to the laboring men, and in fact that the various organizations in the building trades in Chicago have been detrimental to the union and nonunion men alike.

Mr. Miller says that there are plenty of things in which organizations can be useful by conservative action. They can act as benefit societies, and can provide for the improvement of the members. On being questioned further, the witness admits also that it is laudable for men to associate for the purpose of increasing wages and lessening hours, provided they resort to no illegal methods. (349–352.)

Mr. Miller says later, in his testimony of February, 1901, that his preference is for individual dealings between employers and workmen. He admits that organization doubtless strengthens the position of employees, but he doubts whether the advance in wages during the past 30 years, at least in the Chicago building trades, has been particularly due to labor organizations. Workingmen in Chicago have secured shorter hours, perhaps, through the influence of organization, and higher wages per hour, but their work is less steady than formerly. In fact, in the building industries he does not believe that organizations are necessary, since wages are kept up by the ability of workingmen, with very little capital, to become contractors and employers. The witness declares that employers are perfectly willing to have their men organize if they respect the rights of nonunion men and the rights of employers who prefer to employ nonunion men.

Mr. Miller admits that some legislation favorable to labor has been placed on the statute books through the influence of labor organizations. This is doubtless true of the law making wages the first lien on buildings, which is perhaps a fair law. (521–524.)

Mr. DEVENS, assistant secretary of the National Metal Trades Association, while approving the regulation of the National Metal Trades Association, providing that

employers may employ nonunion men at discretion, declares himself also in favor of the organization of labor. He says it is just as important for labor to organize to protect its interests as for capital to form combinations. He believes that unions have helped reduce hours and increase wages, and that they are necessary to offset the desire of the manufacturer to make his shop as profitable as possible. Wages are seldom increased voluntarily. Moreover, arbitration arrangements are furthered by labor organization. On the other hand, Mr. Devens thinks that individual manufacturing concerns are in a better position to maintain sick and accident benefits than are national trade unions. Furthermore, individuals have their own ideas, and it is not right to insist that they shall join a union. (512,)

Mr. WALSER, a machinery manufacturer, says that unions are a good thing for the workingmen and also for the manufacturer if they keep within proper limits; but when they make rules by which a workman is allowed to do only part of a day's work for a day's pay it is a gross abuse. The workingman should be responsible for himself—should make himself a good workman if he wants good wages. It should be the privilege of the employer to hire whom he will and pay what a man is worth. Unions ought not to admit into their membership men who are not proficient enough to be considered skilled mechanics. (373.)

Mr. CHALMERS, manufacturer of machinery, says that while trade unions could be made a good thing if carried on in a proper manner, all those with which he has come in contact have been bad. Trade unionism is the most gigantic trust in the world—arrogant, dictatorial, led by incompetent and selfish men. Some of these characteristics, the witness admits, are more strictly applicable to trade unionism in Chicago than elsewhere. (6, 8.)

Mr. GATES, a manufacturer of mining machinery, says that he is in favor of unions, provided they are reasonable in their demands. If, however, they undertake to limit a person to the use of one tool, to curtail production and to limit the capacity of workmen so as to reduce all to one level, they become injurious. The witness thinks that organization of labor has become necessary to facilitate dealings between employers and employees, on account of the great increase in the number of men employed in the average establishment. It is impossible now for an employer to give personal attention to the complaints of his many men, and it is natural that the men should combine to present their grievances in proper form. If the unions are properly controlled, there can be no doubt as to their advantages. The witness thinks that the time will come when all the workmen will be organized into unions on the one side and all the manufacturers into associations on the other side, and that they will settle their difficulties by joint committees. (25, 26.)

Mr. WEBSTER, a manufacturer of machinery, declares that workingmen have a right to organize and to make demands collectively. Demands concerning wages, hours, and conditions of labor may justly be made. The witness says that his company has never made any distinction between union and nonunion men, and is always willing to confer with the representatives of organized men. On the other hand, a demand that only union labor shall be employed violates the principle of individual liberty.

Mr. Webster thinks that the time will come and should come when in every important trade there will be a strong union of the men on the one side and a strong union of the employers on the other, both national in scope. It is desirable from the standpoint of the employers that there should be strong organizations of the men, which can "deliver the goods" promised in their agreements throughout the country; so that wages and hours may be reasonably uniform in all places. A strong union is also desirable for the employees in order that they may compel fair wages, especially from such employers as are inclined to be unjust. On the other hand, a strong national organization of the employers is necessary in order to resist excessive demands of the employees, and in order to make the conditions of labor uniform. Disputes between these national organizations should be settled by arbitration on national lines. If the machinists' union in Chicago should become very strong and succeed in getting 35 cents an hour, while machinists in Buffalo, where the union was weak, received only 25 cents an hour, a great injustice would be done to Chicago employers. (144, 145, 149, 151.)

Mr. MANGAN, of the steam-fitters' union, holds that strikes, instead of being due to organization, show in many cases a lack of organization, and that a thorough organization between employers and employees, on fair and equitable lines, is conducive to harmony. (446.)

Mr. CORBOY, a contracting plumber, thinks that unions are good things; but that while they still have, as they always had, a fine class of men, they have recently taken in a large number of stragglers who have dropped off in Chicago

and got stranded there. There was never any trouble between the plumbers' union and the contractors until the union joined the building trades council. (415.)

Mr. NICHOLSON, a contractor, says that the great cause of the existing difficulties is that employers and employees have their separate organizations, and each tries to formulate rules which shall govern both, without consultation with the other. The labor unions frame their rules and the employer has nothing to do with them except to sign them. If the men had no union, the employers would not formulate their demands in the same way, but the men would have to work under such terms as the employers might dictate. The employers would do away with the 8-hour system, the weekly pay day, and the double pay for overtime, and would reduce the workmen to the same condition they were in 30 years ago, and to the same condition that exists in the farming communities today. Aside from the reasonableness of any given rules or demands, the dictation of rules by one side or the other is in itself a cause of friction. There ought to be mutual consultation and agreement. Mr. Nicholson believes that the majority of contractors are not against the unions. Almost all say they favor the unions, but they are likely to qualify the statement in such a way as to indicate that the unions they favor are unions which will not interfere with their interests. (93–95; 98, 99.)

Mr. OFFIELD, a patent lawyer, declares that it is not the purpose of the manufacturers of Chicago to break down unionism, but simply to resist the extreme demands made by the unions. They feel that the unions are taking a position like that of a highway robber—stand and deliver. They believe that every point which is yielded to the labor organizations is made the basis for further attacks. It looks to the witness as if the object of the unions was practically to share in the profits of the manufacturers without any of the risks which the employers bear. (83, 85.)

Mr. RYAN, although he does not recognize the machinists' union directly in his shop, declares he has no objection to unions as such if they use proper methods. He believes that workmen can accomplish more by organization than in any other way. They doubtless are able in this way to secure better wages and shorter hours, although the witness is not certain what proportion of the advance in these regards in recent years has been secured by means of organization. The activity of the unions, however, should be confined for the most part to the enlightenment and mutual benefit of their members. If this were their purpose and method they could secure the membership of nearly every workman. The employers then would know that they could get honest men and that there would be no interference with the transaction of their business. Unions should not demand that their employers make unreasonable sacrifices, while, on the other hand, employers should concede a reasonable hearing to representatives of labor organizations. The witness admits that the union men in his employ are his best mechanics. If the unions should pursue a less radical policy than they frequently have done, they would prosper more. Moral suasion rather than force should be used, and there should be proper regard for the business interests of employers. Strikes are apt to result in hard feeling, even after they have been settled. (293–295.)

Mr. GRIFFITHS, a general contractor, states that in order to employ carpenters last year the contractors had to go to the carpenters' hall and sign a contract with the union. The contractors had nothing to say about its terms; there was nothing to do but sign it as presented. Mr. Griffiths felt himself outraged and disgraced by this method of dealing. (338.)

Mr. CLARK believes that the union leaders are for the most part honest, but are wrong. They would probably have obtained all that they wanted if they had been more persuasive and less dictatorial. The laborers have suffered more than the contractors from the labor difficulties that have been stirred up. The increased wages and other demands of the unions have curtailed the volume of business to the detriment of the workingman. Mr. Clark admits that there are a small number of contractors who would try to beat the men down as much as they could, in the absence of strict union rules, and to take every possible advantage of them. Most contractors, however, desire to treat their men fairly; and if the men simply would not work for the unfair employers, such employers would soon get their deserts. The witness prefers to employ union labor, and if he were perfectly free to employ members of the unions or not, 80 per cent of his work would probably be done by union men. (419, 420.)

Mr. BRENNOCK, treasurer of the building trades council, declares that conditions have become such that no single trade can protect its own interests effectively. It was necessary that there should be a combination of the building trades. The

building trades council is the strongest organization ever established in America. It would require more power to break it up than to break up any other organization. The council takes the stand that an injury to one organization is the concern of all. Its members believe that workingmen have never been known to ask too much for their labor. They never get what they earn. Statistics show that the production of labor in this country averages as much as $13 per day. (437.)

Mr. LILLIEN, president of the hod carriers' union, states that the employers have not objected to that union since 1898. Before that they did object strongly, and up to that date the union was not able to obtain recognition. (116.)

Mr. HILL, business agent of the slate roofers' union, declares that employers will often grant concessions to avoid the demand for recognition, because they know that recognition would enable the men to deal with the employer more like an equal. The recognition of the right to make terms through the union is the most important thing for the workmen to secure. (482.)

Mr. MADDEN gives as the general opinion of contractors that labor unions give the men a better opportunity of keeping respectable wages, and that the better the wages the better the opportunity the men have to educate their children and give them an opportunity of living the life they ought to live. It is also the general opinion of contractors that the union men are the best workmen. The great objection to the unions is that in many trades they limit the amount of the day's work. (111.)

Mr. DARROW, an attorney at law who has been active in defending workingmen in litigation, says that he does not believe the strike to be an ultimate means of settling labor difficulties; it is a measure of war. He thinks that the labor unions as now carried on are exclusive and aristocratic. Nevertheless, labor organizations see employers protected by the tariff and strengthened by combinations among themselves, and they are forced to act as they do. It is only the combination of laborers which protects them from low wages. It would not do any good for one man to quit work without assistance from his fellows; his place could be easily filled by someone else. (71.)

Mr. WILSON, vice-president of the International Association of Machinists, declares that the refusal of employers to recognize trade unions or to recognize the representatives of their employees is the cause of more than half of the strikes in the country. Where, as in the case of the railroads, the organizations are frankly recognized and treated with, strikes almost disappear. In a few cases the stupidity and arrogance of the officers of labor unions cause strikes. The St. Louis street railway strike is attributed by Mr. Wilson primarily to the refusal of the employers to recognize the trade unions. (492–494.)

Professor TAYLOR declares his belief that the organization of labor is absolutely necessary in view of the organization of capital, and he thinks that an increasing proportion of employers, even in Chicago, recognize the right of organization and the advantage to themselves of dealing collectively with the men instead of individually. (540, 543.)

B. Effect on social and economic condition of members.—Mr. STILES, a master painter, does not think that the workingmen have really more voice in fixing their hours, their wages, or the conditions under which they work, by organization into unions. That is, he does not think that the unions give the workmen an increase of freedom in such directions which balances the restrictions they put upon freedom. "There is a tacit understanding among the employers that a certain rate is right and is equitable and profitable, and those who are honorable pay it." (343.)

Mr. JEFFERY thinks that although daily wages have perhaps been increased by the unions, the average wage for the whole year has not been increased. (134.)

Mr. MCGARRY, a manufacturer of boilers, declares that the labor unions are the best thing that ever came up for the workingmen. Except for the unions they would be worse off than slaves. The great majority of employers have no care for the conditions of their men. The unions are usually right in their demands. (308, 310.)

Mr. FRANK M. RYAN believes that the organization of the bridge and structural iron workers' union has been highly beneficial in securing better wages and better conditions generally. All unions have similar advantages. They are beneficial to the general community, as well as to their members. A man who is getting better wages has better opportunities for bringing up his children as a desirable class of citizens. (285.)

Mr. NICHOLSON, a contractor, states that the union which he has had chiefly to deal with has been able to keep wages at nearly the same figure during the last 8 or 10 years of depression. The unions are a great social uplifting force for their members. They are the only strong power left to raise the workingmen. (97.)

Mr. DAVIS, a mosaic decoration contractor, believes that a good workman does

not need a union, and that the union is a detriment to the good workman. He has no objection to unions, and the men have a right to form them, but every man has also a right to work and support his family without paying tribute to any other men. (422.)

Mr. MILLER, a manufacturer of sheet-metal work, declares that the demand of the unions, especially in the building trades, for higher wages per hour has brought a lot of men to Chicago, reducing the amount of work per year per man, so that the yearly wages have, if anything, decreased. The effect of this practice is shown by the fact that the unions have been forced to raise the initiation fees to $50, $75, or $100. It is impossible for wages to be maintained for any length of time in any community at more than the rates prevailing elsewhere. Organizations can not defeat the operation of the law of supply and demand. The condition of the workingmen in Chicago is not as good now as it was 10 years ago. The workingmen have made a mistake in attempting to get higher wages and shorter hours than the conditions will permit. There are other ways by which better conditions can be obtained than by organization, as by changing trade, working harder, or going into independent business.

Mr. Miller doubts also whether the nominal rates of wages fixed by the unions are actually maintained. The agreements as to wage scales are violated in most cases. The less competent men could not get work at these rates, and they make secret arrangements for lower wages. (350–352.)

Mr. POUCHOT, business agent of the sheet metal workers' union, denies Mr. Miller's statement that its wage scale is generally violated. He admits that the union has occasionally discovered and dealt with attempts at evasion of it. (429, 430.)

Mr. PLAMONDON, president of the Illinois Manufacturers' Association, says that manufacturers have from time to time made concessions to the unions, but that the more they conceded the more was demanded. Wages have increased steadily in Chicago during the past 2 years, and were it not for the strike they would be higher than at any time since 1892, while labor would be more generally employed. The machinists' strike tends to cripple manufacturing industry generally. (3, 5.)

Mr. BISNO admits that nonunion men often get more work during the year than union men because they are willing to accept lower wages and less favorable conditions. He declares that it does not follow, however, that union men ought to abate their demands for better conditions. If they should do so, they would before long become actual slaves. Manufacturers always desire to buy labor as cheaply as possible. It is not true usually that they are forced to cut wages because of lower prices for their products; on the contrary, the prices of products depend largely on the wages they pay their workmen. The witness declares that he does not know of a single case, in an experience of 18 years as a wage-earner, in which a boss has raised wages voluntarily because of prosperous business. It is true that if employees are well paid, and consequently well fed, they are more efficient workmen; but the individual capitalist never considers that in bargaining about wages. It may be more profitable to pay a man $2.50 than to pay another man $1.75, but if the $2.50 man can be got for $2.25 the employer will profit, or at least will think that he will profit. There are cases doubtless where employers show humane consideration for their men, as in the case of Mr. Nelson, who shares profits with his employees, but such cases are comparatively few. Whatever members of unions get above the minimum rate of wages is primarily due to the strength of the organization.

Mr. Bisno does not fear that by their demands labor unions will drive manufacturers away from any particular State or city, or at any rate he does not think it would be good policy for the unions to abate their demands on account of the fear of such a result. The thought that some employers may take their plants to a small town for the sake of getting better police protection is a mistaken one. As a matter of fact, in small towns the working people have more control over the local administration than in large cities, and the manufacturers know that this is the case. It is true that manufacturers in New England are tending to transplant their textile factories to the South, where labor is cheaper and not organized. There have been instances in Chicago where employers have trained up foreign-born workmen to a particular trade in the belief that they would be more subservient. Doubtless the labor organizations will suffer from the competition of cheap and unorganized labor at various points. But this is no reason for abandoning the organization or making less vigorous efforts to improve conditions. Rather, labor unions in the North should send walking delegates to the South to educate the people there so that they will not compete against the very lives of working men in the North.

On being questioned further, Mr. Bisno admitted that to some extent the general

market conditions determine the ability of the employer to pay wages. It is the very nature of competition, he says, to force employers continuously to reduce wages and to wring more work out of employees. But it is precisely these conditions which force the workingmen to organize to maintain their wages. (58–65.)

Mr. CORBOY, a plumbing contractor, states that the very large number of plumbing shops in Chicago is due to the fact that many journeymen have found themselves incompetent to earn a journeyman's wages, and have sought relief by starting independent shops. (414, 415.)

Mr. GEORGE F. HARDING, Sr., thinks that unions have undoubtedly bettered the condition of laboring men, and increased their wages. They are a good thing. He objects only to their coercive methods, and to the attempt to prevent him from employing the best man he can get at the best rates he can get. (165.)

Mr. MCCULLOUGH, business agent of the marble setters' union, says that he is informed that wages run from $1.25 up to $2 in the marble regions where stone is cut for Chicago buildings. He understands that there is no organization of the workmen in Vermont, and that any man who tries to form an organization is discharged. As a result, the condition of the workmen is very bad. (213.)

Mr. NICHOLSON, a contractor, states that 3 or 4 years ago common laborers, who had no union, were working on buildings for wages ranging from $1.75 down to 90 cents per day. They formed a union, and with the help of the other unions raised their wages to 25 cents an hour. That was a good rate, and all the contractors signed the agreement without hesitation. This year the laborers demanded a further increase of 15 or 20 per cent. The bricklayers demanded an increase at about the same ratio. The employers can not but fear the continuance of such demands for increase. (95.)

Mr. BRENNOCK, treasurer of the building trades council, declares that from his experience he knows the necessity of trade unions as a protection to workingmen. It it were not for them the workers would be in worse condition than slaves. Wages would not be more than 10 cents an hour.

As evidence supporting these opinions, Mr. Brennock refers to the effect of the establishment of the first carpenters' union in Albany, N. Y., in 1858. This organization prevented the bosses from reducing wages and soon afterwards succeeded in getting a positive advance in wages. The union continued to prosper as long as the witness remained in Albany. In 1864 he came to Chicago. There was no carpenters' union, and wages were constantly fluctuating, some men getting much more than others. The union was afterwards established, but soon broke up. About 1875 there were several different carpenters' unions, but they did not work in concert and accomplished little. Thus they lost a strike for $3 a day in 1884 through lack of harmony. Later on the United Carpenters' Council was established, including the carpenters' branch of the Knights of Labor and the Brotherhood of United Carpenters and Joiners. From that time on the success of the carpenters in securing better conditions was complete. Anything in reason which was asked was conceded. The 8-hour day was established in 1886, and, although wages were at first at the same rate per hour as under the 10-hour day, the next year a large number of the bosses granted the demand for an increase to 35 cents an hour. During the World's Fair wages went up to 40 cents an hour.

Mr. Brennock says further that before the establishment of a strong union many carpenters or contractors were very irregular about paying wages. Frequently suits had to be brought against them at considerable expense. The witness believes that since the establishment of the building trades council the carpenters have not spent more than $10 in all to recover wages. As soon as bosses refuse to pay their business ceases. (465, 466.)

Mr. PREECE, of the bricklayers' union, declares that this union is worthy to be maintained, if only as a means of collecting the wages of its members. It is estimated that the bricklayers formerly lost 20 or 25 per cent of their wages; since the union was formed in 1879 its members have not lost one-half of 1 per cent. The union men are the best workmen, and they are the best citizens, because they give thought to the means of bettering their condition and the condition of their fellow-workmen. The nonunion men are generally incompetent, or men who have been fined for violation of rules. The contractors tell them what good fellows they are when there is trouble, but when the trouble is over there is no room for them. (478, 479.)

Mr. CLARK states that in doing some work at Hegewisch, a suburb of Chicago, he found himself obliged to pay 25 cents an hour for building laborers and 42½ cents an hour for carpenters, while the firm which he was working for had been doing some similar work on its own account at 15 cents an hour for laborers and 25 cents an hour for carpenters. The unions had a hold on Mr. Clark because he was doing work in the city, and a sympathetic strike would have occurred if he had paid less than union wages.

About a year ago Mr. Clark put up a large amount of suspended ceiling at Albany at a cost of some 30 cents a yard for labor and material. During the past season similar work cost him 81 cents a yard at Chicago. The increased cost of material might have amounted to 10 cents a yard; the remainder of the difference is due to the higher wages and the restriction of the day's work in Chicago. (417.)

C. Effect on skill of members. (See also *Minimum rate of wages and its effects*, p. LXXIV.)

Mr. JEFFERY, a bicycle manufacturer, declares positively that trade unions do not raise the standard of skill, but that they furnish an inferior class of workmen. They protect the poorer workmen and enable them to demand as much as the better. The attempt to obtain a uniform rate of wages for laborers of different skill is contrary to economic principles. If wages are graded according to skill there is an incentive for a man to do better work and improve his skill. (130, 134, 135.)

Mr. GEORGE F. HARDING, Sr., says that while he is not opposed to labor unions, he employs chiefly nonunion labor, because it is cheaper and better. The tendency of unions is to compel the employment of poor men. (165.)

Mr. STILES, a painting contractor, says that he can get just as good workmen outside of the union as in it. (342.)

Mr. MADDEN, president of the Western Stone Company, says that every contractor would prefer to employ union labor rather than nonunion. They realize that they get a better class of men. (111.)

Mr. RYAN admits that the union men in his employ are the best mechanics. (294.)

VIII. POLITICAL BEARINGS OF LABOR DIFFICULTIES.

A. Political influence of trade unions.—1. *Generally.*—Mr. REID says that the constitution of the International Association of Machinists assures to its members freedom in all political matters, although the union tries to impress upon its members the necessity of voting for men who will regard their interests. As a matter of fact the union has never acted together politically; indeed, the trouble in the past has been that it has not been united enough. A member of the organization, were he a candidate, would not be permitted to proclaim that fact in a meeting and to solicit the aid of the organization.

As a counter argument against the claim that trade unions are in politics, Mr. Reid states that the Illinois Manufacturers' Association, according to its own pamphlet, is maintaining a lobby to prevent the passing of any law that may be brought forward in the interest of labor, and expresses its delight at having been able to frustrate the passage of such laws. (181, 192.)

Mr. WILSON, vice-president of the International Association of Machinists, declares that that association takes no political stand. The discussion of partisan politics and religion in the meetings is prohibited. On the other hand, the unions discuss the same questions which come before political parties, and indorse principles and not parties. The members are advised to vote in the way which will do them the most good. Sometimes it will be pointed out that a certain candidate has pledged himself to legislation in favor of labor. Mr. Wilson declares, however, that political parties can not buy up labor organizations, or their leaders, wholesale, and that labor leaders who claim to be able to carry the votes of their organizations for particular parties are frauds. (496, 497.)

Mr. POUCHOT, business agent of the sheet metal workers' union, states that his organization has nothing to do with politics, except that it sometimes indorses a particular candidate who is friendly to organized labor or is thought to be the right man for the place. (436.)

Mr. CARROLL, president of the building trades council, states that the unions never participate in politics except in indorsing and condemning individual candidates by resolution. Such resolutions are not considered binding upon the members, and no attempt is ever made to punish a member for his political actions. (276.)

Mr. MCCULLOUGH, business agent of the marble-cutters' union, states that he has been connected with the building trades council for almost 3 years and in that period has never been approached more than three times about politics. (215.)

Mr. FALKENAU, a general contractor, does not consider that politics has had anything to do with the beginning of the existing strike or with the failure of any of the efforts to settle it. He does suspect that city politics has something to do with the operation of the building trades council, and that the national building trades council may have been organized in part for political purposes. (323, 325.)

Mr. GATES, a manufacturer of mining machinery, says that there are in the

city councils of Chicago a large number of pronounced labor leaders. The constitution of the machinists' union states that one of the purposes of the organization is to teach its members their political rights, to the end that the Government may be for and by the people, and it recommends that the members set about at once securing the nomination and election of pronounced trade unionists in municipal, State, and national legislatures. The witness admits that such a policy is justifiable if it is honestly carried out. (25.)

Mr. DAVIS says that every one connected with the workmen's side of a controversy wants to get into politics as soon as he attains any prominence. The business agents of the unions are too much in politics, and the politicians cater to the business agents on account of the large vote which they are supposed to control. (423.)

Mr. BOARD, a manufacturer of machinery, thinks that the politicians utilize the labor unions for their own ends, especially in Chicago. Most strikes in that city have been about election time. The politicians thrive by discontent in labor circles. The newspapers at present say that there are a number of labor-union officials in the city employ, and the witness implies that the civil-service examination system is abused in favor of union men. (44.)

Mr. OFFIELD, a patent lawyer, thinks that the present labor difficulties are leavened throughout with political influences. He says that the State legislature has passed various statutes which look well on paper, but which have practically no beneficial effects in protecting manufacturing interests. (85.)

Mr. MILLER, a contractor, testifying in February, 1901, says that during 1900 there was a good deal of trouble in Chicago on account of intimidation and assault of nonunion men by strikers. After the investigation of the Industrial Commission in March, there was especial trouble on the Marshall Field Building. The attempt to employ nonunion men led to all sorts of riots, intimidations, and assaults, and the police did not protect the men effectively. About the same time the city government had to borrow money in anticipation of taxes. The bankers declared that the credit of the city was in the keeping of the mayor and the police, and that until these assaults should be stopped, and unless Mr. Carroll, president of the building trades council, should be removed from the city civil-service board, they would not advance any money. Rioting stopped instantly, and since then there has not been one-tenth as much violence as before. Mr. Miller feels that this was not unjustifiable interference of the money power in politics. It was a justifiable act. Shortly before this action a Chicago newspaper had published what was called the criminal record of Mr. Carroll, and this doubtless influenced the bankers in taking this step. But it was the action of the bankers, and not the criminal record, which caused Mr. Carroll's removal. (516, 522.)

2. *Attitude of unions toward courts and Government.*—Mr. STILES, a master painter, testifies that within two months a walking delegate of the painters' union said to him: "The Government of the United States is rotten, and it will only be a short time until the labor unions will take up arms and wipe it out of existence. (340.)

3. *Union men in political office.*—Mr. FALKENAU, a general contractor, states that up to 1897 the building trades council had a law that no member of it could hold any political office, national, State, county, or city. In that year, when the present mayor took the chair, this law was abrogated. Somewhat later the president of the building trades council was made one of the officers of the civil-service commission of the city. That has led to many abuses of power, and has been a material factor in helping the members of the various affiliated bodies to obtain city offices. It has also led to increasing the number of persons required in doing city work. On paving jobs there are now one inspector of sand, one of cement, one of crushed stone and concrete, and sometimes one of asphalt, each at $5 per day. (323, 324.)

Professor TAYLOR quotes an address made by him before a convention of the trade unions of Chicago in May, 1900, in which he declared that the public justly criticises the acceptance of appointive political offices by officers of the building trades council and of other labor organizations. The incumbents of these offices, he declared, are held as hostages for the delivery of the labor vote; the practice destroys the confidence of the public and of the rank and file of the unions in the integrity of their leaders. If organized labor desires to exercise political power, it should openly nominate and elect its representatives to elective offices. Professor Taylor further expresses the opinion that there has been an attempt on the part of the various city administrations to secure the labor vote by the distribution of offices among labor leaders. On the other hand, he says, there has doubtless been an exaggeration of the extent and effect of this practice. Moreover, many of these appointive offices ought properly to be given to men in the several trades with which they are especially connected.

Professor Taylor believes especially that the appointment of Mr. Carroll as a member of the civil-service commission of Chicago was unsatisfactory, and not such as would have been expected by the friends of the civil-service law. Nevertheless it was desirable to have some representative of the working class on that commission. The witness believes also that it was a common opinion among the workingmen that if the building-trades strike was prolonged, some advantage to the building trades council might be secured from the city authorities.

Professor Taylor testifies further that his address with reference to the undesirability of labor leaders holding appointive offices met with general applause and approval from the workingmen present, and that many member of the building trades especially insisted that the charges against their leaders should be thoroughly investigated. (534, 538, 539.)

Mr. BEHEL, a contractor, states that 15 or more labor leaders hold positions under the city government of Chicago which they have no qualification for except that they are leaders in the bodies affiliated with the building trades council. The position of vehicle inspector is filled by a steam fitter. (395.)

Mr. CHALMERS, a manufacturer of machinery, points out that the president of the building trades council is also president of the civil-service commission. He thinks that there are plenty of men who would be better fitted for that position than either a labor leader or a large capitalist. He declares that the civil-service examination system has proved to a considerable degree a farce, although it is hoped gradually to improve the system. There are 22 prominent labor-union men in positions at the city hall. (9, 16.)

Mr. MILLER thinks that the building trades unions in Chicago have exercised an undue influence over the civil-service commission in regard to appointments. Mr. Carroll, a prominent union man, is one of the civil-service commissioners, and his whole idea is that none but union men should have jobs under the city. This Mr. Miller considers practically an attempt to defeat the civil-service law. The witness refers especially to the recent appointment of Thomas Redding, president of a sheet metal workers' local union, as foreman of the street lamp repairers. The examination paper of Mr. Redding was marked 100, which the witness thinks was obviously an unfairly high mark, while the fact that the two or three other applicants answered only a few questions seems to him to show that there was collusion in the examination. (353.)

Mr. POUCHOT, business agent of the sheet metal workers' union, says that before Mr. Carroll, president of the building trades council, became a member of the civil-service commission, Mr. Redding tried two examinations for a place in the city repair shop. He stood 100 on a technical examination, and his standing was reduced to 98 only on a second promotional examination. The examination which he tried after Mr. Carroll became a civil-service commissioner, and on which he stood 100, was similar in character to the examination that any man must pass to become a member of the sheet metal workers' union. It was not remarkable that Mr. Redding was graded 100 upon it. The influence of Mr. Carroll on the civil-service commission had nothing to do with it. (435.)

Mr. BAGLEY and Mr. BEHEL state that Typographical Union No. 16 has protested to the American Federation of Labor against the holding of political office by officers of that organization. Mr. Bagley strongly objects to the connection of labor unions with politics. (392, 397.)

Mr. CARROLL, president of the building trades council and president of the Chicago civil service commission, states that out of the 34 trades affiliated with the council only one walking delegate and only one representative of the building trades council besides himself holds a political office. (276.)

Mr. REID admits that there are labor leaders who are holding positions in the city administration of Chicago. He sees no reason, however, why a man should not get a position in virtue of being a good trade unionist. At any rate, it should not weigh against him that he is a trade unionist. It is a fact that every machinist employed by the city of Chicago is a union man. (193.)

Mr. BUCHANAN thinks that a reputable laboring man has as good a right to hold public positions as any other. He gets his position by the force of his intelligence, while the rich man's son often gets his by his ability to corrupt the appointing power. (472.)

Mr. GUBBINS, president of the bricklayers' union, states that men can not hold an office in that union and at the same time hold a political office. Some of the men of the union do hold public positions. In view of the approaching end of his term as president of the bricklayers' union, Mr. Gubbins tried the examination some time ago for the position of chief sewer-pipe inspector of Chicago. He was third in the list. He thinks that he ought to have been first. He afterwards tried the examination for the position of tunnel mason, and was marked first. He believes that the criticisms of the civil service commissioners, based particu-

larly on the fact that Mr. Carroll is a labor-union man, are unjust and without foundation. (225, 226, 230.)

Mr. DOYLE, who is president of the engineers' union and also president of the board of examining engineers of Chicago, states that he has been influenced in his official actions by a desire to avoid the appearance of personal favoritism, and has not been guided by the desires or dictates of the union. (305.)

4. *Alleged unjust revocation of engineer's license.*—Mr. ANDERSON, a stationary engineer, testifies that his license from the city was revoked by the board of examining engineers in March, 1900. He attributes this action altogether to the opposition of the Progressive Association of Stationary Engineers, the president of which is a member of the examining board. The witness had been working for Keenan Brothers. The watchman of the firm, who was a member of a labor union, accused him of having left open the blow-off cock on a boiler, and he was practically discharged on that account, although he was going to quit anyway. The witness then went to work in a nonunion shop, but took the place there of a man who was a union member, although he did not know that fact at the time. To take the place of a union man is against the rules of the progressive association. The organization attempted to get Mr. Anderson reinstated with Keenan Brothers, but he did not wish to leave his new employment. He also refused to attend the meetings of the association, although notified to do so. On account of these facts, so the witness declares, such influence was brought to bear that his license was revoked, and his new employers were forced to discharge him. The witness denies absolutely that he left the blow-off cock open as charged, declaring that if he had done so the fusible plug in the bottom of the boiler, which is intended to guard against this very danger, would have melted out and the water would have run down and put out the fires. The witness has appealed for recovery of his certificate as an engineer. (246–249.)

Mr. DOYLE, who is president of the engineers' union and president of the board of examining engineers, states that a fourth-issue license was issued to Mr. Anderson on November 14, 1899, which would indicate that his first license was issued in or about 1895. Mr. Anderson rose in a meeting of the union soon after and stated that Keenan Brothers had discharged him because he was a union man. The union business agent went to investigate, and found that he had been discharged for allowing the water to get low in the boiler and so endangering it. The union notified Mr. Anderson to appear and explain why he had made a false statement. He refused to appear. Then the union preferred charges against him before the board of examining engineers. The board had a hearing in the case, and decided to renew Mr. Anderson's license if he would make an affidavit specifically stating that he did not leave the blow-off cock in such a condition that it could come open, and that the water did not get low. Mr. Anderson has failed to present such an affidavit. He has presented one which does not cover the case. On hearing the affidavit which Mr. Anderson produced before the commission, with the statement that he had submitted it to the board, Mr. Doyle denies that this affidavit has been submitted, and adds that it is all that the board requires. He states that the reason for demanding the affidavit was fear of criticism, if the board should renew the license, against the protest of the union and in the face of evidence of carelessness and incompetency, without definite rebutting evidence. (303–305.)

Mr. BURKE, business agent of the Progressive Association of Stationary Engineers, says that he, as business agent of the union, offered to go with Mr. Anderson to investigate the grounds of his discharge by Keenan Brothers, but Mr. Anderson refused to go, although he said that a number of charges had been brought up against him which were unwarranted. Mr. Keenan told the witness that Mr. Anderson had left the blow-off cock on the boiler open, so that water had run all over the boiler room. The night watchman arrived in time to save the boiler from burning out. The watchman told Mr. Keenan that Mr. Anderson offered to pay him money for saying that the cock leaked. The board of examining engineers investigated the matter and refused to reissue Mr. Anderson's license until he should go to Mr. Keenan and clear himself. This he refused to do. Mr. Keenan also told Mr. Burke that this was the second time the same accident occurred, and that Mr. Anderson was careless and incompetent. (306.)

5. *Public works and the unions.*—Mr. FRANK M. RYAN says that it is the policy of some of the city boards of Chicago that none but union men shall be employed on public works. Men who enter into a contract for such works must comply with union conditions. The witness believes that this practice is the result of the influence of organized labor. During several months a clause was put into the contracts for public-school buildings that none but union labor should be employed, but this clause was declared illegal by the supreme court of Illinois

as against public policy. The witness thinks that such a clause was desirable from the standpoint of the school board itself, since about 97 or 98 per cent of the men employed on the buildings were union men in any case, and since loss of time from strikes was chiefly caused through the other 2 or 3 per cent. (285.)

Mr. MILLER says that various public bodies in Chicago, like the board of education, have at various times agreed to employ only union men. Employers finally carried the matter into court, and the supreme court of Illinois decided that no public or semipublic body had any right to make such a discrimination. Regardless of this decision, the city and the county still kept on their records resolutions favoring the employment of union labor exclusively. Moreover, in May or June, 1900, the county commisioners advertised a job with the specification that the work was to be done by union men. The contractors' council brought suit for injunction, which was allowed immediately when the decision in the board of education case was shown to the court. In the absence of an injunction the politicians would have violated the law as laid down by the supreme court. The witness believes that labor organizations in general are trying to get the best of things through State legislatures and Congress. Thus, recently, the American Federation of Labor urged its members to do all they could to prevent the passage of the anti-trust bill, unless with the proviso that it should not apply to labor organizations. (518, 519.)

B. The police and the strikers.—1. *Alleged bias in favor of labor.*—Mr. BOARD, a manufacturer of machinery, says that Chicago would be the greatest manufacturing center in the world if it were not for the labor troubles and the poor protection furnished by the police and other city officials. Both political parties have always catered to the prejudices of the working classes. The police at the present time are afraid of offending the labor vote, so that they remain absolutely neutral unless some extremely open act is done. Thus the policemen who are now guarding the property of the witness made no arrests when a mob of 150 or 200 persons threw cinders at the employees, called them scabs, and used threatening language. There is an ordinance prohibiting the use of abusive and profane language on the street, but the police do not seem to care to exercise their authority. The police courts and justices are also affected by the same spirit, and fair decisions can not be obtained. (40, 41.)

Mr. WALSER, of the Goss Printing Press Company, says that there seems to be nothing in the way of law which the striking workmen need respect in Chicago. The police department is a good one, but the police are not properly instructed. The mayor is apparently trying to get the votes of the laboring classes by catering to them. He wants to further his interests as a candidate for some higher position. Policemen have been duly furnished to protect the works of the Goss Printing Press Company, but they have their instructions, in a general way, not to interfere with anybody unless there is an overt act or assault. The witness considers the maintenance of a picket around a shop a menace to the public order and an insult to the manufacturers, but the police take no steps to prevent it. (372, 374, 375.)

Mr. ROUNTREE, of the Turner Brass Works, thinks that the city authorities do not afford fair protection to the manufacturers. In the case of his own company two special policemen were hired, but the strike never reached such a stage that police protection was necessary. The witness has been told that the captain in charge of a police station told a manufacturer, who wanted police protection in anticipation of a strike, that he had better keep out of trouble, because the captain had no authority to give him help. The reason for this condition, the witness thinks, is that the strikers have more votes than the manufacturers. He fears that the condition in this regard is worse in Chicago than in other cities. (37.)

Mr. FALKENAU, a general contractor, believes that there is no city in the country where lawlessness is allowed to prevail and continue as it is in Chicago. In New York the policemen have recently notified pickets that they would be arrested if they were found twice before picketed premises. The Chicago police have been entirely subservient to the unions since 1894. At that time 40 policemen were stationed, at the witness's own request, about a building which he was at work on, and where there was a strike. But the policemen permitted the pickets to patrol the premises in such numbers that it was difficult to pass by, and nonunion men were constantly beaten in the presence of the police, with the result of numerous arrests of nonunion men, and only two arrests of members of the unions. (322, 323.)

Mr. CHALMERS, a manufacturer of machinery, declares that the Chicago police do not furnish proper protection to employers, and attributes this to the fact that the city is on the eve of an election, and that the labor vote in Chicago is the determining vote, so that both parties are catering to it. The witness recently heard a police officer order his subordinate to arrest certain men, "this time no

matter what party they belong to," from which he infers that arrests do not always disregard party lines. (9, 16.)

Mrs. ROBB declares that when her husband was beaten into insensibility by emissaries of the painters' union, the policeman at the corner turned his back. Nonunion men can not get adequate police protection. (80.)

Mr. GEORGE F. HARDING, sr., declares that the mayor and the police force have the same feeling which he has, that the laboring man is only trying to preserve his life and his family and his bread when he tries to keep nonunion men out of his place. The police are "neutral," but they never get to the place of violence in time. Though he does not at all justify the violence of the workmen, he does not blame the police or the mayor for sympathizing with them. (162.)

Mr. GINDELE, a general contractor, says that for a month before his testimony the conduct of the police has been all that could be asked for. If the same public protection had been provided in the months and years past, some of the events which Chicago has seen would not have happened. The labor organizations and their members have been encouraged to commit violence by the failure of the police to command their respect. (368.)

Mr. DAVIS, a mosaic contractor, says that when his trouble began in the spring of 1899, he had no public sympathy, and men who were beaten by the unions had none. Public sentiment is now developing toward the maintenance of order, and the law is better enforced than it was some months ago. (421.)

Mr. BLISS, a painting contractor, declares that the police and the justices' courts are in sympathy with the union workmen, and that it is commonly understood that the policemen turn their backs so far as possible when union men are doing acts of violence. Mr. Bliss does not know that it is possible for the police to put men on every job to watch, and he hesitates to complain of the city authorities. His own sympathies are with the workmen, though he does not think they are justified in some of their conduct. (252.)

Mr. Bliss states that after being assaulted, as he supposed by union men, he went to police headquarters for a permit to carry a revolvor. He was told that the police had no authority to grant a permit, but the officer whom he saw said: "If I were you I would carry it;" and Mr. Bliss carries one accordingly. (251, 252.)

Mr. CLARK says that there is undoubtedly an insecurity of person in Chicago, and that it is due partly to defect of administration of law and partly to the fact that no law could prevent the commission of crimes by those who have the disposition to commit them. (420.)

2. *Defense of police force.*—Mr. LEVIN, a detective, thinks that the police force has acted splendidly during the present strike. They are criticised by the contractors because they will not break their clubs over the strikers' heads or go out and take the pickets and misuse them. (259.)

Mr. BISNO, formerly business agent of the cloakmakers' union, says that the police in Chicago were formerly against the workingman, and it was not quite safe to do picket duty, but that now the city authorities have given orders to the police not to interfere unless there is actual violence. On the other hand, there is not a single case in which they have failed to arrest and prosecute men who have actually violated the law. Men who are insulted or assaulted have sufficient remedies. (56.)

Mr. CARROLL, president of the building trades council, declares that there were never so few cases of assault in Chicago as at present. Some of the newspapers, in their efforts to help the contractors in destroying the unions, have created a fictitious state of anarchy in Chicago. If there is any trouble, it is the fault of the contractors. A contractor has no right to declare a lockout and then ask the aid of the police to destroy the building trades council. (268.)

Mr. LONG, business agent of the gas fitters' association, states that he is opposed to police protection. He thinks the mayor should find out who is right and who is wrong when a crisis comes up and who is at fault for the troubles that exist. Since the existing difficulties are altogether the fault of the contractors, he does not think they are entitled to protection in causing more trouble. At the same time, he agrees that it is the duty of the police to preserve order and peace, and that they should not recognize any person or any organization in connection with the performance of their duties. (205, 206.)

3. *Arbitrary arrest of workmen.*—Mr. GUBBINS, president of the bricklayers' union, states that the contractors of Chicago, through men employed by them, have made it a practice to go before justices and swear out large numbers of John Doe warrants. They would have a man arrested and then pick out a warrant the description in which fitted the man arrested as nearly as possible. The witness declares that one man 6 feet 2, with a dark mustache, was arrested on a war-

rant calling for a man 5 feet 8, with a light mustache. Another man, 5 feet 10¾, was arrested on a warrant which called for a man 5 feet 4. It is the policy of the contractors when such arrests have been made to get the case continued from time to time, thus either keeping the man in custody or involving the union in a considerable expense for bonds. The special policemen who have been sworn in are largely of the lowest class, and are disposed to exceed their authority. They have no right, when employed to protect a building, to act outside of the building. The witness is carrying a revolver in view of threats of violence to him. He proposes to use it if any attempts are made to arrest him in any illegal way. (223–225.)

Mr. BEHEL says that it is astounding that a man like Mr. Gubbins, who claims to be a law-abiding citizen, should acknowledge on the stand that he is carrying concealed weapons. The contractors' council applied to the mayor and the chief of police for licenses for men doing special duty in protecting life and property to carry weapons, and could not get them. The treatment of this question is an indication of the degree of protection which the contractors are receiving through the legal authorities. (394.)

4. *Special police.*—Mr. LILLIEN, president of the hod carriers' union, has no fault to find with the administration of the law in the State or the city, except as to action of the special policemen. (117.)

Mr. REID, of the International Association of Machinists, says that one of the pickets of that organization was recently requested by special policemen to move faster. The man did not feel inclined to run, and was confronted with a pistol, and also received a severe punch in the neck. (192.)

Mr. LEVIN, a detective, states that he has never been employed in connection with a labor difficulty, except that he was employed for a time during the present strike by the contractors' association. When his men act as officers—as, for instance, in protecting property during the present strike—they have to be specially authorized for each job. When employed to protect buildings, they have no authority outside of the buildings. (258, 260.)

Mr. MILLER, a manufacturer of sheet-metal work, says that the building contractors' council have employed private detectives to protect their property and their laborers. This he considers they have a perfect right to do. He is not inclined to complain that the city authorities have been remiss in failing to furnish sufficient protection, since it is exceedingly difficult to protect a large number of nonunion men scattered in different places. (348, 353.)

C. **The courts and labor.**—1. *General attitude of courts toward labor.*—Mr. CHALMERS, manufacturer of machinery, declares that the lower courts in Chicago furnish no adequate protection to employers. If a laboring man on strike is arrested and the most positive case of assault is proved against him, the chances are that he will be discharged and that the man who had him arrested will be fined. The courts have upheld boycotts and pickets. Some corporations are planning to incorporate in another State in order that their suits may be tried by the Federal courts. Mr. Chalmers favors making all judges appointive. He considers that the election of judges makes them unduly subservient to the laboring classes, and that the Federal appointed judges are more independent and more just. While he does not favor injunctions in general, he thinks that they become necessary when no sufficient relief can be obtained from the police or from the lower courts. (8, 9, 16.)

Mr. WALSER thinks that the courts, at any rate the lower courts, are inclined to discriminate in favor of the workmen; there seems to be no justice to be secured from them. (373.)

Mr. CLARK, a contractor, states that after an assault on his foreman, a warrant was sworn out against the man whom his foreman identified as his assailant. A time was set for a hearing before a justice of the peace. At the hour appointed the justice had not appeared. About 2 minutes after the hour the prisoner's attorney said to him, "You can go now; quick." The prisoner hastened from the room and subsequent efforts to find him were unavailing. (400.)

Mr. FRANK M. RYAN complains of the delays and injustice of the courts in settling suits against contractors for injuries in the construction of iron and steel buildings. He refers in particular to the case of a prominent member of the bridge and structural iron workers' union who has been crippled and has tried for 3 years in vain to get a decision of his case in the courts. The witness believes that such delays are caused in a large measure by the shrewd attorneys of the casualty companies which insure the contractors. The judges also are inclined to be unjust. Moreover, there ought to be more judges in order that there should be less delay. (283.)

Mr. MILLER, a contractor, complains (in February, 1901) of the unfairness of the courts of Chicago in discriminating in favor of labor organizations. He says that probably not one in a hundred of the employers of nonunion men who were tyrannized over by these organizations thought of seeking the protection of the courts. In a few cases employers have brought suit for injunctions to restrain unions from interfering with their business. Sometimes satisfactory results have been reached, but sometimes not. The remedy by injunction is not very effective, because the supreme court of Illinois has not passed on any of the questions relating to picketing, boycotting, coercion of union members by the union, sympathetic strikes, etc., so that each judge of the lower courts is at liberty to follow any precedent that fits his own ideas. Moreover, to get a case finally decided would require from 2 to 6 years, while the awarding of damages against labor organizations would be of no particular avail.

Mr. Miller asserts further that criminal prosecutions against strikers and unionists have usually had very little result. The police magistrates of Chicago are disposed to favor labor, and though fines as high as $50 have sometimes been imposed for assaults, the usual fine, even when the case was fully proved, has been only $10 and costs. The witness cites various specific instances of insignificant fines, or of failure to convict on technical grounds in cases brought before justices' courts. In one instance a number of union members swore to an alibi, while the defendant had previously admitted that he was guilty. In another instance a justice imposed a fine, but refused to issue an execution to collect it unless by an order of the State's attorney, although legally no such order was required. The justice finally issued the order, when himself threatened with indictment.

The higher court, known as the criminal court of Cook County, is composed of elective judges, while the State's attorney, the clerk of the criminal court, and the sheriff are also elected by the people. Mr. Miller believes this court is subject to political influence. In all, the contractors' council obtained 21 indictments from the grand jury during the building trades strike. In one case where an assault had been committed of such a brutal character as to justify a verdict for assault with intent to do great bodily injury, the jury brought in a verdict of simple assault, the fine being $100.

The witness says also that the decisions of the lower courts in Chicago have in some cases upheld picketing. There have been no decisions on this subject by the supreme court of Illinois, but the witness knows of no decision by the supreme court of any other State, of the several which have been made, in which the employment of pickets has been justified. Mr. Miller says that labor leaders are continually talking about the antagonism of the courts to organized labor, but he believes that they ought to antagonize organized labor in such acts and methods as bring organized labor before the courts. (519–522.)

Professor TAYLOR says that there has been a feeling of deep disappointment on the part of working men in Chicago with reference to the courts and the relief to be secured from them. The police courts and justices' courts of Chicago have been notoriously incompetent and corrupt. The employees have been especially stirred up by the use of the injunction, and by the imprisonment of men, or the decision of cases, on what they consider to be side issues rather than on the main point.

Moveover, the action of the State legislature, especially in relation to the franchises in Chicago, has aroused suspicion as to the integrity of the legislature. On the other hand, there has been some legislation tending to improve the conditions of labor. (539.)

2. *Elective vs. appointive judges.*—Mr. MAYER, a lawyer of Chicago, believes that the elective judiciary, as now constituted in all States, is disposed to be unfair to corporate interests and to favor the laboring classes unduly. Political influences have too much control over the character and positions of the judges. The ballot box puts men on the bench because of some supposed popular leaning, and removes others on account of some unpopular adjudication. The witness refers to a recent case where a judge lost his office on account of a decision regarding the property of the Catholic Church. There are such prejudices, he declares, among judges that one of the chief functions of lawyers, who are in charge of corporate interests in connection with every litigation, is to attempt to get the case before some particular judge for adjudication. There is a game of chess-playing between the opposing lawyers for this purpose. The corporation lawyer wants to get the case before a judge who is uninfluenced by any "ism."

Although the witness recognizes that there are some difficulties connected with the appointment of judges, and particularly with life tenure, nevertheless, he thinks that the arguments in favor of these methods far outweigh those against

them. The advantage of having judges who are free from the possibility of bias and from the influence of popular whims will more than offset the risk of occasionally getting an incompetent or bad man on the bench.

Mr. Mayer does not think that the fact that a man has been a corporation lawyer will tend in itself to make him unfair as a judge. A man who has honesty and training and a judicial frame of mind will be a fair judge regardless of his previous experience as a lawyer. The witness does not believe that the Federal courts, as is charged, have been unfair to labor. Those who comment adversely on the decisions of the Federal tribunals, are men who are thoroughly inoculated with the spirit which would protect combinations of labor and refuse equal protection to combinations of property. The reason why the decisions of the Federal tribunals appear to favor property rather than labor, is that litigants take cases requiring the protection of property before the Federal tribunals. The Federal courts would take the same stand if labor were claiming protection against wrongs at the hands of property. The State courts, on the other hand, have come to be considered the bulwark of the interests of the workingmen.

Mr. Mayer adds that in his judgment there should be no judge upon the bench, whether in an inferior or superior court, who is not a trained lawyer. (76–79.)

Mr. BRENNOCK, treasurer of the building trades council, declares that Mr. Mayer is strictly a corporation lawyer, and that his statement that the courts do not properly protect corporations is not true. Very recently injunctions have been granted against laboring men without giving them a hearing. The courts generally side with incorporated wealth. The whole police force of Chicago also is guarding the interests of the contractors. (467.)

Mr. MILLER, a contractor, says that he favors the establishment of a long tenure of office for judges in order that they may administer laws impartially without influence either by money power or labor organizations. He thinks that elective judges are more apt to side unfairly with labor than appointed judges. (523.)

Mr. OFFIELD, a patent lawyer, believes that every argument is in favor of the appointment and against the election of judges, and that the judicial history of the country points in the same direction. The Federal judges who are appointed by the President are men of the highest standing. Politics have little influence in the appointments. The President, in making his appointments, recognizes the responsibility of a life choice. Judges, chosen for life, are above any clamor of the mob or any bias on the side of corporations. Only by such a system can the judicial department be removed from political tempests and excitement; only thus can there be assurance of the dispensation of justice. In the opinion of the witness, the Federal courts have done exact justice between laborers and manufacturers.

The elected judges, on the other hand, at least in Illinois, are partisans, and their acts are continually influenced by the desire of reelection. Litigants are uneasy, so far as questions involving party are in any way in dispute. The remuneration of State judges also is so low that lawyers of the highest class will not abandon their practice to take the position.

The witness is not quite sure that the system of appointing judges would work as well in the States as it does in the Federal Government. If the governors of the States were, approximately, equal in character and judgment to the President, the appointment of the State judiciary would certainly be advantageous. (86, 87.)

Mr. DARROW, a lawyer, declares that the opposition to the election of judges is really an opposition to the control of the people over their own courts. The witness admits that a man appointed for life might be more independent than one elected, but says that after all this is a government of the people, and that the judges should represent the people. Men appointed for life are largely released from responsibility to the people.

The witness thinks that the judges of the Federal courts are, on the whole, very much more inclined to favor the employers as against the working classes than the State judges. He says that most of the Federal judges have been attorneys for railroads and corporations, and that, although they do not mean to be unfair, they are influenced by their training and by the impressions which they have formed before appointment. It is natural that the President, who is more closely associated with men in high position and of large moneyed interests, should appoint men more or less hostile to the interests of the working classes, and that the judges elected by the people themselves should be more in sympathy with those classes. The witness thinks that in the few States where State judges are appointed there is probably the same tendency on the part of the courts to favor capital as against labor, although the governor of a State is perhaps a little closer to the people than the President. In Massachusetts, where the judges are appointed, the State court has disgraced itself by sending a man to jail because

he struck, holding the strike itself unlawful without reference to the use of force or violence.

Mr. Darrow does not think that such decisions as that in the Debs case and other similar cases would have been made if the judges had been trained to look upon the other side of labor questions. He believes that the tendency is for appointed judges to be too much controlled by strong corporations. Corporations are always active in influencing the appointment of judges; their influence is much more powerful than that of the workingmen in the election of judges. The witness thinks that the State courts are seldom unfairly biased in favor of the workingmen.

Mr. Darrow further says that the judges of the more important State courts in Illinois, the superior and circuit courts, are elected for 6 years. There is also a county court whose judges are elected for 4 years, but they have less important jurisdiction. The justices of the peace are appointed by the governor on the recommendation of the judges. The witness declares that the justices are a very good set of men, almost all of them being lawyers. The judges are mostly lawyers who have stood well in the profession; they are representative men. On the other hand, in Chicago the party complexion of the government changes frequently, so that the judges are changed at practically every election. (67–70.)

3. *Injunctions in labor difficulties.*—Mr. MAYER, a lawyer, thinks it is possible that the courts have sometimes gone too far in granting injunctions. Nevertheless the proportion of cases in which injunctions have been unjustly granted is by no means greater than the proportion of wrong decisions in any other branch of human affairs. The witness would especially deprecate any statutes prohibiting the granting of injunctions against acts which are criminal offenses by statute or common law. Such a limitation would not permit the redress which the law contemplates. The punishment of conspiracy does not give redress to the person whose property is destroyed or whose life is endangered. Moreover, the judicial department is equal and coordinate with the legislative department, and the legislature has no right to lay down rules for the guidance of the courts. It is true that the use of the injunction to restrain persons from committing criminal offenses is comparatively new, but it is because the offenses themselves are comparatively new.

It may be that occasionally a judge has the mistaken idea that merely exercising the power of punishment for contempt of court creates respect for his judicial person, but this is not usually the attitude of the judges. The witness believes strongly, however, that a person who is punished for contempt should have the right to appeal to a higher court. On the other hand, to submit a case of contempt to a jury would be to obstruct the administration of justice and to reduce the decision of the case to a petty struggle. (78, 79.)

Mr. OFFIELD, a patent lawyer, thinks that there are few cases where injustice has been done by the issue of injunctions by Federal courts. Most of the injunctions which are complained of have been issued by two or three judges only. The witness thinks there are instances where Federal judges have refused injunctions sought by corporations in labor troubles. (86.)

Mr. DARROW, a lawyer, refers to the Debs case as illustrating the unfair use of injunctions. He says that Judge Woods issued a blanket injunction running against at least 10,000 persons in Chicago, including Mr. Debs and his associates and all other persons whomsoever. Mr. Debs and five associates were arrested on the ground that they had violated this injunction in contempt of court. The issue practically was whether these men were responsible for the acts of violence. Judge Woods held that they were, although, according to the witness, it was not proved that a single violent act or word, or act tending to cause violence, had been proved against Mr. Debs. These same men were also indicted for the offenses charged, but the case was dismissed. (68.)

Mr. Darrow declares that workingmen claim that the courts should have no right to issue an injunction in any case where the facts constitute a criminal offense; or at any rate, that if the right of injunction in such cases be retained, punishment for contempt should be possible only after a jury has decided as to the facts constituting the offense. Personally, the witness would prefer that the use of the injunction to restrain criminal acts should be altogether prohibited.

The witness admits that violence often does grow out of strikes, and especially out of the practice of picketing. It arises naturally because of the great excitement. Workingmen do not claim that they should be protected in their acts of violence. But the police department should see to the prevention and punishment of such acts. It is true that the police and other authorities are sometimes lax in the performance of their duty, but the public must assume that the law will be carried out by its chosen officers. At any rate, there is no more assurance that a judge will carry out the law fairly than that the mayor or the police will do so.

The only safety is to keep each department of government within its own sphere, and then to trust to the gradual progress of civilization and the improvement of the character of the authorities to secure good order. Meantime, the laboring men insist that they have the right to form organizations, to strike—just as the employer has the right to discharge his men—and to persuade others to strike or to refrain from working. (68–71.)

IX. EFFECTS OF STRIKES.

A. Effects on prosperity of Chicago, generally.—Mr. OFFIELD, a patent lawyer, whose duties bring him into connection with various manufacturers, declares that within a radius of 40 miles from the city of Chicago more money is invested in manufacturing industries than in all New England. He asserts, however, that during recent years manufacturers in that locality have become exceedingly uneasy on account of the attitude of labor organizations. They feel that there must be some drastic measures to prevent constant interference with their business. The State authorities seem indisposed to take any practical measures. The witness has heard a large number of manufacturers who have advocated the programme of fighting out the points of contention immediately, and, in case they are not settled favorably, moving their industries outside of Chicago and its vicinity. (83.)

Mr. BOARD, a manufacturer of machinery, says that Chicago would be the greatest manufacturing center in the world if it were not for the labor troubles. He declares that if the present condition of things continues the manufacturing industry of the city will be driven away, especially to the suburban towns. His own business could be carried on just as well in a small town, and he could save 25 per cent in the cost of labor, on account of the lower cost of living. If labor unions continue to be so extravagant in their demands throughout the country, our manufacturing industries will largely be destroyed and Europe will get the advantage of the business. (41, 44.)

Mr. ROUNTREE says that the general conditions of business at Chicago and throughout the country are such that, were it not for the strikes, there would be great prosperity. If the labor difficulties can be settled Chicago will be the best point for carrying on the brass industry. It is near the source of production of copper and is advantageously situated for shipping, while it is easier to get skilled labor in a large city than in a small town. (34.)

Mr. CHALMERS, a manufacturer of machinery, declares that unless there is some radical improvement in the labor conditions in Chicago it is doomed as an industrial center. He knows of plans for new corporations there which have fallen through because of the fear of labor troubles. The present strike among the machinists alone has caused a loss in wages of $15,000 per day to the strikers, while on account of the dependence of the other workers in the machine shops upon the machinists unemployment of these will also be greatly increased. This strike, together with the others, will soon become the cause of great suffering. The strikers can not look for much relief from the public, for the public is getting educated and will not support men who will not work. (6, 15.)

Mr. A. R. CLARK, a contractor, states that there are companies that have been forced to leave Chicago on account of its labor conditions. He names the Compound Door Company, which left Chicago with some 250 men, and is now employing 400 or 500 men at St. Joseph, Mich. (401.)

Mr. CORBOY, a contracting plumber, declares that the controversies and strikes that have prevailed in Chicago for some years have resulted in driving away a good many manufacturing plants to the smaller towns about. (415.)

Mr. PRICE, a general contractor, has heard of several people who meant to build manufacturing plants in Chicago, but have decided not to come here on account of labor difficulties. He estimates that Chicago has only laid about 300,000,000 brick during the past year, while New York has laid about 1,200,000,000. Chicago has great advantages as a manufacturing center but for the conditions of the labor market. (362, 363.)

B. Effect on prosperity of building industry.—Mr. MADDEN, president of the Western Stone Company, says that his business is a sort of thermometer of the increase and decrease of the manufacturing business in Chicago. When business is brisk there is a demand for building stone. When business is dull there is little demand. From the close of 1892 to the close of 1896 the great manufacturing industries of Chicago were practically at a standstill. There was a great increase during 1897, and in 1898 some of the great manufacturing plants had more than doubled the men they employed in 1896, and in 1899 the force of 1898 was almost

doubled again. This increase necessitated large additions to their plants. Further large additions would now be in progress if it were not for the building trades troubles.

The general building business has been very small up to this time. Real estate and building are the last interests to feel the effects of rising prosperity. Furthermore, the unsettled relations between contractors and workmen during the past year have made capitalists hesitate to undertake building operations. (108, 109.)

Mr. GINDELE says that mechanics and laborers in the building line were pretty well employed in 1898 and 1899, but the reason was the construction of the drainage canal and certain other city works, and also the fact that many mechanics left the city to work elsewhere. Some of the Chicago mechanics prefer to take jobs outside of the city even at lower rates, because they know that their work will not be interrupted by labor difficulties. The actual building business in the city itself was very small during these years as compared with former years. (367.)

Mr. NICHOLSON says that he reads in the papers from the report of the masons' association that some 300 buildings partially erected are suspended by the existing strike. Probably about 20 are large buildings. (94.)

Mr. A. R. CLARK, a contractor engaged in putting up buildings on his own account for sale, states that when the carpenters' agreement of 1899 was presented to him its demands were so preposterous that he thought it better to cease building operations for the year. During the 3 years before he had put up buildings to the value of $250,000 a year. He made no further effort to build until it was stated in the press, and until he had been assured by the officers of the master masons' association, that an agreement had been formed with the building trades council by which these objectionable demands were to be left to arbitration. He then prepared plans for two buildings, to contain 44 flats. The foundation of one of these buildings was laid before the existing trouble began. There it stands, and Mr. Clark will not attempt anything further until matters are adjusted. (401.)

Mr. F. W. CLARK states that when the present strike began his firm had figures out on work amounting to about $2,000,000, more than it had had out in Chicago at any one time for 5 or 6 years past. He knows of several million dollars' worth of work which is waiting for the adjustment of the troubles. Probably 12 or 15 million dollars' worth would be started this season in the architects' offices or on the ground but for the strike. Almost half of the amount would go in wages, for work on the buildings or in making material for the buildings. The Chicago mills feel the strike more severely than they would if the effort had not been made, with a good deal of success, to restrict the manufacture of material for Chicago buildings to the city. This has resulted in the exclusion of outside work from the Chicago mills. (417.)

Mr. NICHOLSON, a contractor, says that the public has the largest interest in such a strike as that existing in Chicago. There are some 16 unions with which his firm comes directly in contact in the building trades, having perhaps 25,000 men, but as many more are doubtless thrown out of employment. The planing mills, the stone quarries, the sand pits, the limekilns—all are shut down. The witness estimates that there are about 200,000 mouths to feed whose breadwinners are idle. (89, 92.)

Mr. GRIFFITHS, a general contractor, states that there was a considerable amount of building and public improvement in Chicago last year and that in his opinion the present year would have been one of the most prosperous that Chicago has seen in a long time but for the labor difficulties. As it is, very little, if any, new building is being started. (337.)

Mr. GEORGE F. HARDING, Sr., says that he would seem to be benefited, as an owner of property, by anything that should stop people from building. On the other hand, he could not be much more harmed than by anything which should make people unable to pay their rent, as the strike makes the strikers and will make others.

Mr. Harding states that his rents have scarcely equaled the outgo under the greatly increased cost of building, due to the combinations of material dealers and to the demands of the unions. Even in the present strike, which has checked building, the course of rents has not been appreciably upward. (164.)

Mr. CARROLL, president of the building trades council, says that contractors complain that not enough new buildings are put up, the real-estate board has joined in the cry against labor, and some real-estate men have said that rents will have to be increased because of labor troubles. On the other hand, the constant statement of real-estate men has been that too many buildings have been put up and that flat rents have been steadily going down because of the yearly addition of new buildings. (268.)

Mr. BLISS, a painting contractor, declares that it is not true that the stoppage of building is altogether because of labor actions. The price of material has been put up by combinations of every kind, and when the workman asks a slight increase to offset the increased price he has to pay for everything, he can not get it. (255.)

Mr. MILLER, a contractor, testifying in February, 1901, says that he does not believe the losses of employers and employees have exceeded $5,000,000. At the time of his testimony building operations were going on with little hindrance, and there was a prospect of a considerable amount of building. (521.)

C. Bitterness remaining from strikes.—Mr. NICHOLSON declares that 30 years will not efface the memory of the sufferings of a great strike. This is a most deplorable thing, especially in this country, where the poorer classes all have votes. (96.)

X. THE MACHINISTS' STRIKE.

A. Organizations involved.—*International Association of Machinists.*—Mr. WILSON, vice-president of the International Association of Machinists, states that this union was organized at Atlanta in 1888. Before that the local associations of machinists all belonged to the British Amalgamated Society of Engineers. The present membership of the International Association is about 35,000, having doubled during the year 1899. The reason for this increase is largely the fact that the association supported many nonunion men during the strike of 1899 and thus won their interest.

The initiation fee of the lodges of the International Association may not be less than $2. The dues paid to the local lodges vary in different localities. The per capita tax for the International Association is 15 cents monthly, with an additional 25 cents every 3 months for a special fund. The organization pays in the way of benefits only a death benefit of $50 aside from strike benefits. The witness thinks it would be wiser to have higher dues and more benefits, thereby tending to strengthen the organization.

Mr. Wilson says further that the local funds of the lodges are independent of the control of the international organization, aside from the per capita tax. The per capita tax is paid by means of stamps inserted in a membership book which each member must carry. The organization has a system of numbering its members by which they can be accurately traced. (489.)

The International Association of Machinists has no regular strike fund, but raises money to aid strikers by special assessment. The amount spent for strikes during 1899 was $31,834. Aside from this, $524 was paid for "victimized benefit." This benefit is paid when a man is discharged without just cause and when the union is not sufficiently strong in the factory to justify a strike in order to compel his reinstatement. In such a case the person discharged is paid regular wages while the business agents look up for a job for him. (487–489, 498.)

Mr. Wilson remarks that in this country, as distinguished from Great Britain, an "engineer" means not a person who makes machines, but only one who attends to an engine. American engineers are not supposed to be able to make repairs; indeed, the most successful never interfere with the mechanical side of their engines at all. The American Association of Machinists has no jurisdiction over engineers. (489.)

Mr. Wilson says that there is no formal relation between the International Association of Machinists and the American lodges of the Amalgamated Society of Engineers, although the two organizations are thoroughly friendly to one another. They do not exchange cards, and no person can be a member of both. The Amalgamated Society of Engineers has much higher dues and pays more and larger benefits. When men become educated up to appreciating these advantages they sometimes change from the International Association to the Amalgamated Society. The Amalgamated Society has grown in strength since the establishment of the International Association. On the other hand, the American body has done away with some of the merely formal ceremonies and old-fashioned customs of the British organization. (487, 488.)

National Metal Trades Association.—Mr. DEVENS, assistant secretary of the National Metal Trades Association, says that this is a voluntary association of manufacturers, primarily for the purpose of defending themselves against unjust demands of labor organizations, and also to endeavor to adjust difficulties between employers and employees in an amicable manner. It was organized as the National Association in December, 1899, but previously a local union had existed in New York City, formed in August, 1899.

The association has a president, first and second vice-presidents, a secretary-treasurer, and an assistant secretary, the latter being the only salaried officer.

The body is divided into 9 districts, each having a district committee of 5 members. The general body has a council composed of its executive officers and the chairmen and vice-chairmen of the district committee, 16 members in all.

The present membership of the organization is 114, and it covers practically all the Northeast and North Central States.

The regular dues of the members are $1 per year for the general fund. In addition there is a reserve fund, to be used in helping members in case of labor difficulties, which is maintained by a tax upon the members in proportion to the number of persons they employ. Mr. Devens thinks that there may still be occasion for the use of this reserve fund, despite the existing arbitration agreement with the International Association of Machinists. (499, 500, 508.)

B. Causes and history of inauguration of strike.—1. *Generally.*—Mr. REID, national organizer of the International Association of Machinists, testifies that in January, 1900, a circular letter was sent by the district lodge of the association in Chicago to the machinery manufacturers of that city, asking them at a certain day to meet the representatives of the organized machinists for the purpose of discussing a contract as to conditions of labor. On the date fixed very few of the manufacturers appeared. About March 1, 1900, accordingly, a written contract was drawn up by the district lodge and was presented to the various machinery manufacturers.

This contract, Mr. Reid declares, was not prepared hastily by irresponsible leaders, but the various local organizations in the city instructed the district lodge to draw it up, and after being drafted it was submitted to a referendum vote of the local lodges of the city.

This contract provided first for complete recognition of the International Association of Machinists. It demanded a minimum rate of wages of 28 cents an hour for machinists and 32½ cents an hour for die and tool makers. Overtime to midnight should be paid for at one and one-half times the regular rates, and after midnight and on Sundays and holidays at double rates. The contract provided for the employment of apprentices in accordance with the constitution of the international association, which calls for a 4 years' apprenticeship and allows 1 apprentice to each 5 machinists. The 9-hour day was also demanded. If grievances should arise it was provided that the company should receive a committee of its own employees, and, if no adjustment could be reached, that the dispute should be left to the employers and the executive board of the district lodge, with provision for arbitration in case no settlement could be reached by conference.

This proposed contract, says Mr. Reid, was rejected by the great majority of the machinery manufacturers, and as a consequence about 5,000 machinists and other employees in machine shops ceased work. During the second week of the strike 13 of the employers had signed this contract or contracts in an amended form. (178, 187.)

Mr. Reid says that the constitution of the International Association of Machinists provides that when a grievance occurs in any shop the men shall first appoint a committee to wait upon the employer. If he will not settle the difficulty it is referred to the grand lodge of the organization. The grand lodge tries to secure a conference. If the grievance of the men is not a just one the lodge has the power to prohibit the men from going on strike. If it is just and no settlement can be secured it may legalize the strike. (186.)

Mr. WILSON, vice-president of the International Association of Machinists, says that the main object of the machinists' strikes at Chicago, Cleveland, Detroit, Paterson, and Philadelphia was to secure a reduction of hours. It was thought that Chicago would be a good place to make a test fight. Unfortunately, the machinists there thought they were strong enough to win anything, and the witness believes that "they went off at halfcock." They went on strike before the time agreed upon for the reply of the employers, and that probably prevented reaching an understanding. (490.)

Mr. DEVENS, assistant secretary of the National Metal Trades Association, says that about January 22 Mr. Brown, the business agent of the Chicago lodge of machinists, wrote to various manufacturers, asking them to meet him in conference. Only 4 did so. After about 3 weeks he wrote again, sending copies of the proposed agreement for signature. The agreement is submitted by Mr. Devens, the terms being as above stated by Mr. Reid. As most of the manufacturers paid no attention to this second demand, Mr. Brown went in person to many of the shops and presented it. Mr. Devens believes that in many of these cases he notified the employers that the agreement, which was to take effect in 3 weeks, must be signed immediately, and on refusal the men were immediately ordered to strike, in some instances doing so within 20 minutes.

The witness declares that business was very brisk at this time and that all the

shops had large contracts on hand. It would have been entirely impossible for them to make such sudden and important changes of hours and wages while they were bound by these contracts. The union was hasty in forcing this demand. (500, 506, 507.)

Mr. CHALMERS, of Fraser & Chalmers, manufacturers of machinery, says that just before March 1, 1900, the machinery manufacturers of Chicago received a circular letter saying that unless they arranged to meet the union men who signed the letter, and such other delegates as might come to Chicago, by March 1, a strike would be called. The manufacturers did not object to meeting their own employees, but they knew nothing of the business agents who signed these notices, and they refused to attend such a meeting. Consequently, 6,000 machinists have struck, involving an average loss in wages of about $15,000 per day. (6.)

Mr. WEBSTER, a manufacturer of machinery, thinks that the employers took the wrong attitude at the outset toward the demands of the machinists. Those demands were first made in January. The employers were not well organized, and individually they paid little attention to the demands in most cases. They had an idea, perhaps, that to grant any demand was to open the door to greater ones, both by the machinists and by other employees. Mr. Webster thinks that instead of refusing outright the employers should have negotiated with the men. (145.)

2. *Morgan-Gardner Electrical Company.*—Mr. RYAN, of the Morgan-Gardner Electrical Company, says that about half of the employees of that company struck on February 23, 1900. The chief demand was that the machinists' union should be recognized, although some men who were not members of the union struck. The men had practically no grievances of their own, but wished to help other employees not as well situated as themselves. The witness refused to recognize the union in negotiations, although he is not opposed to unions as such. He did, however, negotiate with a committee representing the men, and in a certain sense representing the union. An agreement was reached on March 19, a written contract being made which established practically the same methods and rules as had formerly existed in the shop, and the men all returned to work. The company did not agree to employ exclusively union men, but is left at liberty to employ whom it will. It is the purpose of the company, however, to recognize a committee of the men in the shop at all times, and when it needs new employees to ask it to furnish them. The witness thinks that the settlement is entirely satisfactory to both sides. (290, 291, 293, 295.)

3. *Gates Iron Works.*—Mr. GATES, of the Gates Iron Works, manufacturers of rock breakers and of machinery for precious-metal mines, says that most of the employees of that company had, up to the time of the recent strike, been in its employ for a long time. Their wages had been increased in the past year or two, and averaged fully as high as in 1892, although the prices received for the products of the company are considerably less than at that time. The witness thinks that the majority of the men in his shop have been nonunion men. Recently the machinists have struck; the others are still at work. There was no demand or complaint regarding conditions in the shop itself. The strike was ordered by the district lodge of machinists. The company declared that it would not recognize a local organization, but wished to arbitrate along the lines established by the National Metal Trades Association and the Iron Moulders' Union.

Mr. Gates thinks that the great majority of the men on strike at present in Chicago would rather be at work. He believes that they are misrepresented by their officers. There are always a certain number of workingmen who are dissatisfied, and it is these who largely control the situation, very much as in the city politicians of a low order control the primaries and make up the slate for the nomination of officers. (19, 20, 25.)

4. *Tin-can machinery manufacture.*—Mr. BOARD, a manufacturer of machinery, says that at the beginning of March, 1900, he had in his employ 390 men. About that time the machinists in the shop presented a demand for signature. This provided for a minimum rate of wages for machinists of 28 cents and 32½ cents per hour for a 9-hour day; for employment of members of the International Association of Machinists in good standing exclusively on machinists' work and on die and tool work, and for settlement of disputes by arbitration. This demand was presented to the witness on Thursday, and he told the walking delegate that he would reply on Saturday. The walking delegate said there would be no interference until the reply was made, but he reported to the union that night that he did not think the witness would sign the paper, and advised a strike. One of the witness's foremen was told that there would be a strike, and for the sake of putting himself into a better position the witness discharged all of his machinists—290 men. He gave as a reason that he intended to move his shop, which was a fact. At the time of his testimony Mr. Board was just sending out, he declares, a letter

to all of the old men saying that if they wished to come back at the old wages and regulations they might do so, and that their places would be held for a few days. (39, 47.)

5. *Goss Printing Press Company.*—Mr. WALSER, president of the Goss Printing Press Company, says that the men in his shop have struck, but that they do not claim to have any grievance. They have not spoken to the company in any way as to demands, but the leaders of the machinists' union have presented the same contract for signature which was presented to the other machinery manufacturers.

Mr. Walser says that he tried to operate his plant for a time with nonunion men, but that at last through fear of violence he practically closed it down. In a few of the departments work is still going on, chiefly with apprentice labor. A good many of the men on strike have told the witness that they would be glad to go back to work, but that they dare not do so—that they think their lives would be in danger. (371, 374.)

6. *Webster Manufacturing Company.*—Mr. WEBSTER, president of the Webster Manufacturing Company, employing 350 to 400 men, says that the same demands have been made by the machinists' union upon his company as upon the other machinery manufacturers, but that, although the demands have not been acceded to, the men have not as yet struck. The company has asked them to wait until the matter can be settled by consultation between the International Association of Machinists and the National Metal Trades Association. The witness thinks that the men have recognized that the company has taken a stand somewhat more favorable to them in various ways than some of the other employers have taken. They may, however, strike at any time. (144, 147.)

7. *Western Electric Company.*—Mr. BARTON, president of the Western Electric Company, says that that company employs in Chicago about 5,200 or 5,300 men, some of whom are machinists. About the beginning of the present year representatives of the different labor unions among the men demanded that only union men be employed. This was refused, and on February 22 the machinists, 214 in number, quit work. About 3 weeks later the men working in the brass foundries, and the buffers, polishers, and platers, demanded that preference be given to members of the union in employment, and when this was refused they also quit. In both these cases there was no complaint against the conditions of work in the factory itself. The majority of the men who have struck are still out, and the company has made no particular effort to fill their places. There have been some negotiations with the union, but since they have always demanded that some preference be given to union men in employment the demands have been refused. The company will be glad to resume work, giving preference to its former employees. (296–298.)

8. *Turner Brass Works.*—Mr. ROUNTREE says that several different trade unions are represented among the workers in the Turner Brass Works. Some belong to the International Association of Brass Workers, some to the brass molders' union, some to the polishers' union, some to the finishers' union, and a few to the machinists' union. The witness has had various interviews with the business agents of the unions. They have approached him especially because he was regarded as a representative of the employers in the brass industry, having been instrumental in organizing the Brass Club among the employers in Chicago. At one time two business agents appeared and asked the witness to sign a contract. He refused, and afterwards they offered a new contract, but the witness stated that the company had decided not to unionize the shop. The company understood that to recognize the union men was to agree to employ only members of the union, which is the first article of these contracts. The Turner Brass Works have never made it a custom to inquire whether a man was a union man or not. Its employees are hired by individual contracts, practically by the week.

The witness says he was not waited upon by any committee of the workmen in his shop, nor was there any dissatisfaction as to the conditions of labor there. He has always stood in close connection with his men and their relations have been pleasant. He does not think that the men in the Turner Brass Works expected to be called out. Early in March, however, 23 men out of 150 employed struck at the call of the business agents. The witness thinks that this represented the entire number of union men at that time. Gradually the rest of the men were persuaded to quit work, nearly four times as many leaving as originally belonged to the union. Some of these afterwards became members of the union, so that about 49 are probably now union men. The witness thinks that some degree of compulsion was used to get these men to quit work. After a few days the works were closed, and there has been no attempt to reopen them. (28, 29, 32.)

9. *Fraser & Chalmers.*—Mr. CHALMERS, of Fraser & Chalmers, manufacturers of mining machinery, says that the machinists in the shop of that firm made no complaint before striking. A claim was made at the union headquarters that the

firm was going to lock out its men—a claim without foundation—and thereupon a strike was ordered. Mr. Chalmers says that Fraser & Chalmers have increased the wages of their men from 5 to 12½ per cent during the past 14 months. (15, 18.)

C. Discussion of demands of machinists and attitude of employers toward them.—1. *Generally.*—Mr. WEBSTER thinks that most of the demands made by the machinists' union are reasonable, or at any rate that they are fit subjects for arbitration. The demand concerning wages is entirely satisfactory. Employers differ as to granting the 9-hour day, but the witness believes personally that it ought to be granted, although it would be very desirable that it should be adopted by machinery manufacturers throughout the country. On the other hand the demand that only union men shall be employed is regarded as violating a great principle, and, moreover, the employers fear that if they should grant this the union would extend its demands—for example, would want to limit the amount of work to be done by the men. (147,148.)

Mr. MCGARRY, proprietor of the Washington Steam Boiler Works, thinks that the machinists and other strikers in Chicago are for the most part right in their demands. He declares that he does not permit labor difficulties to interfere with his business, because, having been a working man himself, he puts himself at the point of view of his employees. He has never lost sight of the fact that he may at any time have to be looking for a job himself. In 1899 the boiler makers working for the witness threatened to strike for an 8-hour day. The witness promised to sign the proposed agreement if some of his competitors would do so first, and two or three other signers having been obtained he willingly met the terms demanded. (307, 308.)

Mr. GATES declares that if this strike continues it will result either in reducing the business of his company to a few specialties or in driving it out of business entirely. It is simply impossible for the company to submit to the dictation of the local unions, especially because it comes in competition with manufacturers in other parts of the country and in other countries. The general attitude of the laboring men in Chicago at the present time is hostile to the best interests of Chicago as a manufacturing center. (24.)

2. *Recognition of union.*—The demand made in the original contract submitted by the machinists to their employers, as stated by Mr. REID, was that only members of the International Association of Machinists in good standing should be employed on machinists' and die and tool work. Mr. Reid says that the machinists believe that harmony is necessary to success in business, and that a shop whose employees are members of an organization which teaches them to be diligent and faithful will naturally be more successful than other shops. Moreover, the machinists believe that employees should be controlled by their organizations and that frivolous grievances tending to irritate employers should be suppressed, while grievances of a serious nature should be adjusted by arbitration. It is believed that only where the employees are governed by a responsible organization can arbitration be successfully conducted.

On the other hand, the machinists were perfectly willing to amend their proposed contract in this regard, but many of the manufacturers broke off negotiations so that the proposed amendment could not be presented. As evidence of the attitude of the machinists, Mr. Reid submitted a copy of the contract between the machinists' union and Siemens & Halske, which states that the company agrees that, should it require the services of a machinist or other skilled worker, the shop committee of the men will be given 48 hours in which to furnish a competent man, but that in case of failure to do so the company shall have the right to hire a union or a nonunion man at pleasure.

Mr. Reid says, further, that even under the original contract there was no provision to prevent an employer from discharging his men for any reasonable cause. The employer should be the judge of the competency of his men. The subject of discharging is not even mentioned in the contract. In case an employer should discharge a man apparently because he had been active in union work or for some such reason, it would be considered a grievance, but not otherwise. The organization simply seeks to protect its members from discrimination on the ground of their membership.

The union does attempt to make its membership a guaranty of competency. There are many branches of the machinists' trade, and each man is given a due book or traveling card which states in what branch he is specially skilled. It may, the witness admits, happen that incompetent men get into the union.

The constitution of the International Association of Machinists itself does not compel its members to refuse to work with nonunion men. The constitution simply asks that the members themselves be diligent. On the other hand, the international officers, like the witness, are not responsible for bitter feeling on the part of the men in the local organizations and can not prevent them from refusing to

work with those whom they consider traitors. In practice the witness believes the men do sometimes refuse to work with nonunion men, but usually only where such men have proved traitors in a peculiar sense. (179,181,188.)

Mr. BARTON, president of the Western Electric Company, says that that company has no objection to dealing with its men through any representatives they may choose, whether a committee of their own number or the business agents of the unions to which the men may belong. The company has always discussed matters with representatives of the unions and is willing still to do so. There are probably six or eight different unions among the workmen in the company's shops. In some departments practically all of the employees are union men. This is notably the case among the brass foundrymen and the iron foundrymen; their unions are of long standing and well managed. In the case of the machinists there is a smaller proportion of union men—not more than one-half in these shops. This is partly due to the fact that the machinists are less nomadic than many other workmen, but are permanently established and do not need the union so much for their protection. In some other departments there are no union men at all. The stockholders and directors of the company sustain the position of the officers that the company will not agree to give preference to union men, and especially will not employ them exclusively. The witness doubts whether the manufacturers of Chicago can get enough nonunion men to run their establishments but thinks that they intend to fight out the strike.

Mr. Barton declares that on general principles he is in favor of labor unions, and that he believes that, in spite of mistakes and drawbacks, they have benefited the laboring classes without seriously injuring any other class. It is legitimate for workmen to combine to secure shorter hours and higher wages. (299–301.)

Mr. Barton, on hearing a summary of the conditions of the contract made by the machinists' union with the firm of Siemens & Halske, says that, if stated correctly, practically nothing is involved in this contract which was not already in practice at the Western Electric Company's works before the recent strike, unless perhaps the provision concerning the shop committees. The witness sees no reason why work should not be resumed under such conditions. The Western Electric Company, however, would not be willing to have a steward, an official of the union, representing the organization among its employees. It will not make itself a recruiting agency nor a collection agency for the unions. (297, 299.)

Mr. GATES says that the demands of the machinists in the present strike are not especially unreasonable, except their demand that every shop shall be a union shop, and that all of the employees shall submit to union rules. One of these rules provides that no member shall take a job for less than it formerly paid. If any workman shows himself superior and entitled to more than the minimum rate of wages, the employers, in view of this rule, will not advance his pay, since any other man who should afterwards take the job could not work at a lower rate. If a man knows that more efficient work will not result in higher wages, he will do as little work and as poor work as possible. The constitution of the machinists' union also provides that the local union must vote on the question of the reduction of wages; in case of hard times the employer may be unable to continue business because of refusal to accept lower wages. Another rule of the machinists' union limits workmen to the use of one tool. In every instance the tendency is to curtail the production of each man, and to make one level for all workmen, with no chance to rise. (24, 25.)

Mr. ROUNTREE says that the Turner Brass Works have never made it a custom to inquire of workmen whether they were union men or not. The witness has no objection to dealing with union men if they are men of sufficient ability and honesty and if labor disputes are treated from a national standpoint. It will not do to settle disputes in the brass industry from a local standpoint. The International Association of Brass Workers is not very large or strong, and the employers are not warranted in believing that it could compel their competitors in other places to make the same terms as are demanded in Chicago. (31.)

Mr. WALSER, of the Goss Printing Press Company, thinks that Siemens & Halske were compelled by force of circumstances to operate their plant at any cost, and therefore made the agreement with the machinists' union. He does not believe they will be able to compete with the Eastern manufacturers under these conditions. (376.)

Mr. JONES, a nonunion machinist, says that he has been employed in shops where there is no distinction made between union and nonunion men. As far as he knows, the nonunion men are often as competent as the best union men. The witness himself gets as good pay as the union men. Employers usually care little for certificates of membership in the machinists' union as evidence of skill, although such a certificate might have some weight in certain shops. Practically, men are always taken on trial and must prove themselves skilled mechanics.

Mr. Jones says, further, that before the present strike one-third of the machinists in Chicago were members of the union. The membership of the union has been increased during the strike, partly, as the witness implies, by practical coercion of men to join the organization. (196, 197.)

Mr. WILSON, vice-president of the International Association of Machinists, says that that organization has never attempted to compel men to join it before allowing them to work. The rights of nonunionists are thoroughly respected, but the organization tries to induce them to join. This policy of open shops has, in the opinion of Mr. Wilson, tended to increase the membership of the union. (495.)

Mr. DEVENS, assistant secretary of the National Metal Trades' Association, asserts that the employers in the machine shops have never discriminated against union men, but have run open shops, insisting on the right of the employer to employ whom he will. They are perfectly willing that their men should organize. This practice is made general and permanent by the agreement adopted in New York in May, 1900. The witness believes that under the terms of this agreement it will be possible to check the various secret discriminations made by union men against nonunion men in machine shops. Mr. Devens states that it has often been the practice of union men to hide the tools of the nonunion men, or to refuse to assist them in emergencies. (509, 511.)

3. *Demands as to wages.*—Mr. REID says that the demand of the machinists for a minimum rate of wages did not aim to establish a uniform rate or to prevent the employer from paying higher wages to the more skilled workmen. The union believes that no workman who is competent to act as a machinist should receive less than 28 cents per hour, and that tool makers should receive 32½ cents. The high skill required deserves reasonable compensation. To become a skilled machinist a man must submit to instruction for a number of years, and must also apply himself to mechanical studies. Not only is skill of hand required, but the brain must be continually in operation. A man must be able to work to the thousandth part of an inch. As a matter of fact, the minimum demand is not higher than that usually paid in the past by Chicago manufacturers. The machinists are not asking for the 9-hour day with 10 hours' pay. They have been earning in the past from $2.60 to $3 per day for 10 hours' work, and the minimum fixed in the contract would amount to $2.52 for the 9-hour day.

The increase in the prosperity of the manufacturers warrants an increase in the wages of the employees, and yet during the past year there have been no general advances, unless perhaps in the case of one or two firms. There may have been individual advances of wages.

It was not intended that the wages of individual workmen in the shop should be fixed by a contract with the shop committee or with the union. Each man's wages would be fixed by agreement with his employer individually, but a minimum would be fixed.

The machinists did not demand this minimum wage for any but skilled men, those technically known as machinists or die men. Men known as "handy men," who are able to work the simplest machines, drill presses, screw machines, etc., but who are able usually to do only one class of work, might receive lower wages. The skilled machinists will not allow men of this class to do regular machinists' work.

There was no strike among the employees of the Illinois Steel Company, although some machinists are employed by that company. The wages of these men have been raised, and their condition is entirely satisfactory. (179, 189–191.)

Mr. CHALMERS declares that the demands of the machinists are not really on the subject of wages. He does not believe that there is a machine shop in Chicago of any importance which pays less than 28 cents per hour to machinists. The average wages in Fraser & Chalmers's shop are from 26 to 35 cents per hour. The claim that hod carriers are paid a higher rate per hour than machinists fails to regard the fact that the work of hod carriers is very irregular. The actual average wages of hod carriers for the year are probably less than $1.50 per day. The machinists work every day in the year except holidays, and their work is carried on under more comfortable conditions. (7, 8.)

Mr. BARTON, of the Western Electric Company, insists that the strikers in the shops of the Western Electric Company had no grievance of their own, especially as regards hours and wages. The competent machinists who struck had been receiving wages ranging from 26¼ cents to 50 cents per hour, and the tool makers from 29½ to 37½ cents per hour. The brass molders, who struck afterwards, had been receiving from 26½ to 31½ cents per hour, and the buffers, platers, and polishers from 22½ cents to 35 cents per hour. The wages mentioned are those for the skilled men in each case, there being lower rates for helpers and learners. For women the wages are at first 7½ cents per hour and afterwards 9½ cents per hour, while the few who become specially skilled get 11½ cents per hour. (296, 297.)

Mr. ROUNTREE, president of the Turner Brass Works, says that the men there have had no grievance of their own. The average wages paid in the works, nearly one-half of the men being under 21 years of age, are $10.98. For skilled workmen the minimum wage is 25 cents per hour. The work is regular 300 days in the year, so that the men can earn $750 yearly. Brass workers are better paid at $2.50 than bricklayers at $4 per day, since the work of bricklayers is less regular, and since they lose considerable time and spend considerable money going to and from work. The wages of brass workers have been increased about 10 per cent in 2 years and work has been steady. Most of the workmen at the Turner Brass Works are prosperous. Some of them have put their children through the high school, and the witness thinks that in few cases are the children of the workmen engaged in labor. They are able to advance to still higher occupations than that of their parents. The hours of labor at the Turner works have been 10½ per day, or 63 in a week; but the works closed at 3 o'clock on Saturdays, so that the total hours were 60 per week. (29, 33.)

Mr. BOARD says that the wages paid in his establishment before the strike averaged about $2.80 for 10 hours, the best hands earning as much as $3.50 per day. Wages have been raised during the past 2 years, but by arrangements with individuals, not generally. The witness says that during the recent hard times he did not lower wages at all, but that he took many contracts, out of which he made scarcely any profit, merely to keep the establishment running. (41.)

The average pay of the machinists in the employ of the Goss Company, according to Mr. WALES, has been about $2.60 for 10 hours' work. The witness declares that his company could not grant higher wages and shorter hours and continue in competition with Eastern establishments, especially since the latter are nearer the markets than Chicago. If the demands of the union were granted the Goss Company would be paying from 15 to 25 per cent higher wages than its competitors at other points. The machinists claim that hod carriers get as high wages as they do, but they do not consider that hod carriers work only a fraction of the year. (372, 375.)

Mr. RYAN, of the Morgan-Gardner Electrical Company, says that the wages in its shop average $2.28 per day, including unskilled laborers. The present hours of labor are 9 per day, but the witness favors reducing them sooner or later to 8. (292.)

4. *Demand for 9-hour day.*—Mr. REID says that the demand of the machinists for the 9-hour day is not based on the desire for 10 hours' pay for 9 hours' work, but rather on the belief that under the shorter day the physical condition of the men will be much improved; in fact, that they can work so much better that the output will be as large, if not larger, than under the 10-hour day. Machinery was intended to lighten labor rather than to increase its burdens. The work of the machinists is not light in comparison with that of other trades. The machines which they tend are speeded to the highest limit, and the nature of the work makes it necessary to pay rigid attention constantly. In a large city like Chicago workmen almost invariably have to travel long distances to their work, so that their hours are actually considerably longer than the time spent at the shop. The machinists want the 9-hour day, so that they may have more opportunities to become acquainted with their families and to enjoy the various comforts of home. The argument of their opponents that the extra hour will be spent in the grogshops is an ungentlemanly attack upon the character of the machinists, who are, Mr. Reid declares, exceedingly temperate men. The claim that Chicago manufacturers must have the 10-hour day because their competitors in other parts of the country work 10 hours is not thoroughly well founded. A majority of the machine shops in Pittsburg and in Greater New York are operated on the 9-hour day. (179, 180.)

Mr. MCGARRY thinks that 8 hours is amply sufficient for any man to work. He believes that his men work with far more pleasure and energy, so that the product throughout the year is not reduced by the shorter hours. The witness declares that his business comes into competition with that of other manufacturers. He is chiefly engaged in making tanks for ice machines, taking subcontracts from the manufacturers of those machines. He also does much local repair work. Mr. McGarry admits that if his competitors had as good and willing men as himself he might be at some disadvantage from working an hour or two less a day. (308, 309.)

Mr. WILSON, vice-president of the International Association of Machinists, declares that the main aim of that organization has been to reduce the hours of labor. They felt during 1900 that the time had come to demand a general 9-hour day. Although they realize the fact that a reduction of hours must reduce the output and must render idle for a proportional time the valuable machinery of

the employer, they believe that a shorter workday would give labor to the unemployed and that it is necessary for the well-being of the workers. In the larger cities a man has to leave his home very early in order to get to work at 7 o'clock, and he reaches home very late in the evening. (490.)

Mr. WEBSTER thinks the time has come when the hours of labor should be reduced, in many trades at least, to 9. In the case of heavy physical labor men can perhaps accomplish as much in 9 hours as in 10. This is not true, Mr. Webster thinks, of machinists and some other classes of skilled workmen. Their work is not severe physically. The machines are speeded at a fixed rate, and practically all the men have to do is to watch them carefully. The chief argument in favor of shorter hours in such trades is that the increased efficiency of labor and of labor-saving machinery in this country has brought us close to the line where the production is greater than the wants of the people. If we wish to give all men work, the hours of labor will probably have to be reduced.

In the case of a national industry, such as that of the machinery makers, it would be very desirable that the shorter workday should be adopted uniformly throughout the country, in order that no section might be placed at a disadvantage in competition. The reduction of hours in such a case would simply increase the fixed charges of the manufacturers. The witness does not think that shorter hours would prevent American manufacturers from competing with foreign manufacturers. The American workman can produce a very large amount in a day, both because of superior efficiency and because of the superior machinery which he uses. The witness thinks an American machinist, with the machinery which is employed here, can do as much work as two English machinists. (147, 148, 150.)

Mr. CHALMERS declares that the Chicago machine manufacturers can not afford to grant the 9-hour day on account of the longer hours of their competitors in other parts of the United States, and especially in Germany and Belgium. Labor is a comparatively small item in the expense of manufacture. The large capital invested in machinery can not afford to lie idle a tenth of the normal time. (7.)

Mr. BARTON says that the hours of labor at the Western Electric Company works are 9¼ per day. The regular working hours for men at the Western Electric Works have been for many years 56 per week in winter and 52¼ in summer, the limit per day being 9¼ hours. In the women's department the regular hours are 53 per week in winter and 49¼ in summer. He hopes that during his lifetime hours generally may be still further reduced without materially reducing the amount that men and women will earn. (296, 301.)

Mr. RYAN, employer, declares himself a believer in the 8-hour day, although his shop is at present working 9 hours. The shorter day can be made to the interest of the manufacturer as well as of the employees. When the witness began working at his trade, the hours of labor were 12, and there was the same talk about the danger of reducing them to 10 as is now heard when the 9-hour or the 8-hour day is discussed. As a matter of fact, improvements in machinery and methods have made it possible for manufacturers to reduce their hours and make as much money as formerly. However, the strain upon the workmen with improved machinery is, if anything, less than it used to be. (292.)

5. *Limiting of work.*—Mr. BOARD, a manufacturer of machinery, objects especially to the rules of certain unions limiting the amount of work which the men may do in a day. In his own business the witness has suffered from the rule of the machinists' union that no man shall run more than one machine at a time. Often a mechanic can run three or four machines as well as one. In times like the present, when there is demand for the labor of every good man, such a rule is especially absurd and unjust. (46.)

Mr. REID denies that the machinists' union attempts to limit the amount of work which a man shall do. In proof of this statement he submitted a copy of the contract between the organization and Siemens & Halske which specifically states: "Nothing in said agreement is to be interpreted as limiting the amount of work a man must do." (183.)

Mr. WILSON, vice-president of the International Association of Machinists, says that it has been the practice of the British Amalgamated Society of Engineers to restrict the output of machinists, but that American workmen work at high pressure all the time and get all possible output from the machines. All restrictions have been done away with. (488, 498.)

6. *Apprenticeship.*—The demand of the International Association of Machinists that the employers shall require 4 years apprenticeship and that no more than 1 apprentice shall be employed for each 5 machinists, is justified, according to Mr. REID, by the fact that the overproduction of machinists will not be conducive to

the welfare of the trade, and that since the success of new workmen depends on the instruction given them by journeymen, the employees have the right to govern the apprenticeship system. (179.)

Mr. WILSON, vice-president of the International Association of Machinists, quotes from the constitution of the organization as follows:

"Any boy hereafter engaging himself to learn the trade of machinist must serve 4 years. He shall in no case leave his employer without just cause. The following ratio of apprentices shall be allowed: One to each shop, irrespective of the number of machinists employed, and 1 to every 5 machinists thereafter, and no boy shall begin to learn the trade of machinist until he is 16 years old, nor after he is 21 years of age."

He adds, however, that this provision was practically a dead letter, since the organization could not enforce it, until the manufacturers belonging to the Metal Trades Association agreed to this limitation in connection with their joint agreement with the International Association in May, 1900. Employers generally have before sought successfully to increase the number of apprentices.

7. *Overtime.*—Mr. REID says that the demand of the machinists that overtime be paid at higher rates is not due to a desire for excessive wages, but is made because the machinists consider overtime injurious to their health and wish to discourage it. The witness declares that he himself, like many other machinists, has often worked long extra hours, and attributes his poor health to that fact. (179, 190.)

D. Negotiations for arbitration and final settlement.[1] (See also under *Arbitration*, p. CXXXVIII.)

1. *Preliminary negotiations.*—Mr. REID says that the association of machinists believes in arbitration and has been willing to arbitrate the present difficulties. The international president and the witness, when they first came to Chicago during the present strike, held a conference with the manufacturers' association, but it was a dismal failure, since the manufacturers positively refused to discuss even the first clause of the contract proposed, that regarding recognition of the organization. Later on, the general board of the machinists' association met representatives of the National Metal Trades Association. The committee of the latter association proposed an agreement for arbitration of all future grievances, but added a clause demanding that all present strikes should be declared off. Mr. Reid says that, while the International Association of Machinists controlled nine-tenths of the machinists of Chicago, the National Metal Trades Association at that time embraced only 18 firms in Chicago out of a total of over 200, so that the vast majority of firms would not have been bound by the decision of the arbitrators chosen by this association. The machinists accordingly proposed that an agreement concerning arbitration be sent by the National Metal Trades Association to employers in the metal trades throughout the country, and that an arrangement be made by which the present difficulties could be arbitrated. The machinists were unwilling to call off the strike in anticipation of an arbitration which might take place at the pleasure of the employers. The committee of the National Metal Trades Association states practically that it had no final power to enter into an arbitration agreement, but it refused to take the course suggested by the machinists, and to secure authority from the organization throughout the country. Every amendment proposed by the machinists was rejected by the committee of the National Metal Trades Association. (181, 185.)

Mr. CHALMERS says that the local organization of the National Metal Trades Association in Chicago refused to recognize the local union of the machinists in negotiations or in arbitration, on the ground that the local organization did not have correct knowledge of the conditions of industry throughout the country. The National Metal Trades Association offered to refer all matters in dispute to the national executives of the organizations of employers and employees. The president of the machinists' union at first agreed to this, but when the representatives of the two organizations met the machinists declared that they could not "deliver the goods." The employers held that they would not arbitrate until the men had gone back to work, and when Mr. O'Connell, president of the machinists' union, refused to declare the strike off, they insisted that since he could not control his men then he could not do so after arbitration.

Mr. Chalmers presented a copy of the proposed contract submitted by the representatives of the National Metal Trades Association to the International Association of Machinists. The committee of the first-named association declared itself the duly appointed representative of the organization, proposed an agreement indorsing the principle of national arbitration, and recommended it for

[1] Most of these witnesses testified before the final settlement of the strike; Mr. Wilson and Mr. Devens after it.

adoption by the members of the National Metal Trades Association and the International Association of Machinists. Pending the time necessary for ratifying the agreement, strikes and lockouts should be immediately called off. Should the agreement be ratified, either party to a labor dispute should have the right to demand its reference to a committee of arbitration, consisting of the president and two other representatives from each of the two associations, the finding of a majority of which committee should be considered final. Pending such arbitration there should be no cessation of work at the instance of either party.

Mr. Chalmers insists that the employers can not arbitrate with local organizations who know nothing of national conditions. He says that systems of arbitration such as that proposed by the National Metal Trades Association have been satisfactorily employed by the National Stove Founders' Association for 9 or 10 years, and by the National Founders' Association for several years. Neither of these organizations has suffered from a strike since the arrangement was established. (11, 13, 14.)

Mr. WEBSTER thinks that the wrong attitude taken by the employers toward the machinists' union at the outset now stands in the way of an agreement to arbitrate the difficulties. The employers are willing to arbitrate every question and are willing to grant some of the demands. All of them want to get help to run their shops, and can not get enough of it outside of the union. All the men want to remain in Chicago and work. But bad blood has been stirred up and it is hard to secure arbitration. If the employers had been well organized at the beginning, along the lines now adopted by the National Metal Trades Association, there might have been arbitration. As it was, perhaps the machinists had to strike. The manufacturers now demand that the men go back to work and that the differences be afterwards arbitrated. The men demand that the differences be first arbitrated and then they will go back to work. It seems impossible to come to any agreement on this point. The question as to whether the employers are right in this particular demand is one which appeals to different men in different ways. (146, 147.)

Mr. WALSER says that the National Metal Trades Association has been formed among the machinery manufacturers, not for the purpose of putting down strikes, but for the purpose of treating labor disputes from a national standpoint. It makes comparatively little difference to the manufacturers whether they pay one rate of wages or another, provided the rate is uniform throughout the country. The competition, especially between Western and Eastern manufacturers, is such that it is impossible for one city to pay more than another. The National Metal Trades Association is perfectly willing to negotiate or arbitrate with the different international associations of the workingmen; but it can not settle strikes according to purely local conditions. The association includes manufacturers from all parts of the United States.

Mr. Walser declares further that the demand made by the National Metal Trades Association, that the machinists shall return to work before attempting to arbitrate the present difficulty, is a reasonable one. The men have left the employ of the manufacturers and can now have no grievance against them. The employers wish them to go back under the old conditions and will then be prepared to discuss or to arbitrate any grievance. (372, 376.)

Mr. DEVENS, assistant secretary of the national association, testifying in June, 1900, says that at the time when the strike in Chicago broke out that association had only 6 members in the city. Nevertheless the assistant secretary went to Chicago on February 15 and a meeting of the manufacturers was held with about 40 present. Eighteen of these decided to join the National Metal Trades Association, and a local organization, known as the Chicago Association of Machine Manufacturers, with about 70 members, was formed. The national organization, being still young and relatively weak, was obliged to await the action of this local association.

On March 15, however, the national administrative council of the Metal Trades Association was summoned to Chicago. On March 17 a committee of this organization met a committee of the International Association of Machinists, 6 on each side, and the committee of the employers submitted what is now known as the Chicago agreement. This agreement, which is more fully summarized below, provided for the establishment of a permanent system of arbitration, and for the cessation of all strikes pending such arbitration. The committee of the machinists was in favor of the agreement, but the president of that organization, Mr. O'Connell, stated that he could not accept it because he could not compel the members of the organization to abide by it.

Matters accordingly went unsettled until March 31. Just before that time 5 important manufacturers of Chicago wrote to the officers of the International

Association of Machinists again urging them to sign the agreement submitted on March 17, and declaring that the writers would do their best to secure the signatures of 5 or 6 prominent members of the National Metal Trades Association indorsing certain principles to be followed by the proposed arbitration committee. The officers of the International Association agreed to the recommendations of this letter, and the principles laid down in it were actually adopted in the agreement reached at New York in May. (501, 503.)

2. *Final settlement of strike and the establishment of arbitration system*—Mr. DEVENS states that the agreement submitted by the Committee of the National Metal Trades Association on March 17 and concurred in by the International Association of Machinists on March 31 declared that the experience of the two organizations justified the opinion that the practice of national arbitration in the settlement of contentions was better than resort to strikes and lockouts; and that mutual agreement, conducing to greater harmony, would be of advantage. Accordingly it was resolved that in all pending disputes, and those thereafter arising, after every reasonable effort by the parties to effect a satisfactory adjustment should have failed, either party should have the right to ask for reference to a committee of arbitration, consisting of the presidents of the National Metal Trades Association and the International Association of Machinists, or their representatives, and two other representatives from each association appointed by the respective presidents. The findings of the committee by majority vote should be considered final. Pending adjudication there should be no cessation of work, and existing strikes and lockouts should be terminated, to await action concerning the causes of dispute.

In accordance with this agreement the Chicago strike was brought to an end by order of the International Association of Machinists early in April, and arrangements were made for a meeting of the arbitration committee at New York in the latter part of the month.

The first task of the arbitration committee was to bring about a cessation of the strikes which were still being carried on in Cleveland, Paterson, and Philadelphia. These strikes had been started partly in sympathy with the Chicago strike, and had not been called off when that was ended. In Cleveland the National Metal Trades Association had only one member, and neither this member nor the other manufacturers in the city would accept the Chicago agreement. The Paterson members of the association took the same stand; they declared that they would maintain open shops and take back their old men, whether union or otherwise, upon the old terms. The old men refused to apply and nonunion men were employed. The employers at the conference in New York insisted that the Cleveland strike should be called off as a preliminary to further negotiations, and this was finally agreed to, and the president of the machinists' organization telegraphed that the strike must be terminated. After 8 days of negotiations a general agreement concerning the most important conditions of employment aside from wages was reached. (504–506.)

Mr. WILSON, vice-president of the International Association of Machinists, who was also secretary of the Board of Arbitration of the National Metal Trades Association and the International Association of Machinists at New York, says that that board consisted of the presidents of the two organizations, and two others from each side appointed by them, and that a vote of 4 was necessary to carry any point. The board met at the Murray Hill Hotel, New York, in May, 1900, and sat for 8 days, both sides being in constant communication with their representatives in all parts of the country. The result was that a good understanding was reached, and the witness considers this experience and the resulting agreement for further arbitration the best step which an organization of labor has ever taken in America. It has shown that the principle of arbitration is scientific and correct. It has made employers more tolerant toward their workmen, and especially toward organizations, and has taught the employees that the employers are reasonable beings. (490, 492.)

3. *Terms of settlement.*—Mr. DEVENS describes the terms of the New York agreement in detail and comments upon them.

The agreement incorporates the terms of the Chicago agreement, providing for an adjustment of future disputes by a committee of arbitration in the manner above described.

The question of wages is not directly covered by the agreement, but a provision which Mr. Devens considers important, in view of probable future local agreements as to a minimum rate of wages, fixes the definition of a competent machinist. Mr. Devens declares that the machinists have hitherto attempted to enforce their minimum rates for incompetent men who are really only "handy men." By the agreement a machinist is defined to be a "competent general workman," a

competent floor hand, lathe hand, planer hand, vise hand, etc.; he must be able to take a blue print or a drawing and prosecute the work therefrom successfully within a reasonable time. The competency of the men is to be determined entirely by the judgment of the employer.

The agreement provides that overtime shall be paid at the rate of "time and a quarter" up to 10 o'clock, "time and a half" from 10 o'clock until midnight, and "double time" after midnight and on Sundays and holidays. Mr. Devens says that this arrangement probably represents, on the average, neither a gain to the employers nor to the employees, but simply systematizes overtime work, which was formerly paid at various different rates by different establishments.

The agreement further regulates the apprenticeship system, adopting the rule of the machinists' union as to the number of apprentices. Every shop is allowed 1 apprentice, and 1 additional for every 5 men employed.

Mr. Devens believes that this regulation will have little effect, because there are few regularly indentured apprentices, unskilled work being done by boys or "handy men," who receive no particular instruction. He does not consider that the agreement applies to this class of men. The agreement next declares that "no discrimination shall be made against union men, and every workman shall be free to belong to a trade union should he see fit. Every employer shall be free to employ any man whether he belongs or not to a trade union." Mr. Devens asserts that this provision is of very great importance, since it prevents the union from insisting that only union men shall be employed. He asserts that employers have never discriminated against union men, but have merely insisted on their right to employ whom they please. The hours of labor, under the agreement, are to be reduced to 57 per week after 6 months from date of the agreement, and to 54 after 12 months. This provision, Mr. Devens points out, provides for gradual adjustment to the new conditions and prevents hardship to employers through the fact of their being subject to existing contracts.

The International Association of Machinists binds itself by the agreement to place no restriction upon the management of shops, and to give a fair day's work for a fair day's wage. (509–512.)

Union men at the conference in New York City strongly opposed the provision permitting employers to employ men regardless of membership in the union. They hold that where the shop is unionized the men are all under control and the employer is less likely to have difficulty than where only part are members of the union. (509.)

4. *Effect of New York agreement.*—Mr. DEVENS says in one place that the New York agreement is entirely satisfactory to both sides, and that there is no question which, in his opinion, can not be settled through arbitration proceedings. It has been the endeavor to formulate a lasting agreement, and the witness believes that this method of settlement, by conciliation within a trade, is better than State arbitration.

On the other hand, Mr. Devens believes that many of the members of the International Association of Machinists do not altogether understand the conditions of the agreement, and that if they did, they might not be so well satisfied with it. He implies that the officers have concealed the provisions somewhat in order that the men might be more inclined to accede to them. He states that what purport to be copies of the agreement have been widely distributed, omitting the important provisions permitting the employers to employ whom they will regardless of union membership and prohibiting restrictions upon the amount of output or the methods of work. The copy of the report published in the June number of the Monthly Journal of the International Association of Machinists also left out the employment clause.[1] The incomplete form of agreement to which Mr. Devens refers is probably one which the International Association of Machinists drew up for presentation to the employers who were not members of the National Metal Trades Association, and in which it was not intended to make these concessions unless forced to do so. Mr. Devens feared at the time of his testimony that the International Association of Machinists would not be able to control its members so as to force them to live up to the agreement. He pointed out especially that there had already been a strike of members of the organization in New York City, and that the local lodge had declared that it would not follow the orders of the central organization. (508, 513, 514.)

Mr. WILSON says that the metal trades' association does not, by any means, include all employers in the machine trades. He believes that only 5 firms in Cleveland belong to the association. It is stronger in Chicago than elsewhere.

[1] It will be noted, however, that the full agreement, including these clauses, was printed in the July number of the Monthly Journal, with approval.

Nevertheless, the agreement made with the International Association of Mnaichists influences many employers who do not belong to the metal trades' association, and many of them have already signed an agreement to abide by the conditions fixed at the New York conference. (494, 495.)

Mr. DEVENS says further that the National Metal Trades Association is still accumulating its defense fund and may have occasion to use it. For example, in view of the reduction of hours the question whether there shall be an advance in pay per hour is likely to arise in the future, and it may be impossible to settle it by arbitration. (508.)

E. Character of members—Machinists' union.—Mr. REID protests against the attacks made by manufacturers upon the character of the machinists who are on strike. He declares that the standard of morality among them is as high as among the men who are trying to defame them; that with regard to temperance especially their standard is very high. The union would be willing to invite any member of the Industrial Commission freely to attend any meeting in the city. The organization will not allow dishonest men among its members; it will suspend them for failing to pay their debts. The witness denies also that the members of the organization have engaged in acts of violence. (191.)

Mr. Reid says that there is no prospect of settling the machinists' strike so long as the manufacturers continue to treat the men with contempt. They have called them hard names and the men have become exasperated. The strike will be contested bitterly, and the men can hold out a long time. (188, 193.)

Mr. WILSON says that the International Association of Machinists formerly had local unions in which various foreign languages—German, French, and Bohemian—were spoken. The organization had done everything possible to check the foreign spirit. It is an Americanizing institution. Although probably 50 per cent of the members are still foreign, English is used in all unions except a few German ones. These German unions are strongly tinged with socialism and sometimes "kick over the traces" of trades unionism. (495, 496.)

XI. STRIKES AND CONDITIONS IN CLOTHING TRADES.

A. Journeymen tailors' strike.—Mr. LINDHOLM, a journeyman tailor, says that the journeymen tailors' union consists only of those men who make the high-priced garments, only the upper crust of the trade.

The journeymen tailors are demanding that their employers shall establish shops of their own instead of giving out material to contractors for home work. At present journeymen tailors are paid by the piece for their work, and do not do it on the premises of the owner of the goods. If a man is married he does the work at his home, where he can economize in rent, and where his wife can help him. This kind of work injures the home, and the sanitary conditions are often bad, so that there is danger of contagious diseases being carried by the goods.

Tailors who are not married usually rent a place to work in a shop along with other men, each of whom may have a different boss. Some of these large shops are on the upper floors of buildings, and the accommodations are extremely bad. There are no shops worse than those of the custom tailors. The worker makes the shop his lodging place as well as his working place. He often lies down on the table, frequently covered with vermin.

A further evil of the present system is that the employer often keeps the tailor waiting to get goods to work upon. He has absolutely no care for the time of the worker. The result is that the men are compelled to work at all hours of the night. Many men make it a rule to work 7 days in the week, and many others work 6 days and 3 nights every week.

The tailors believe that if the employers would maintain workshops themselves they would be compelled to regard the time of the men. The demand of the men is that such workshops should not be open more than 12 hours. This demand is nothing new to the employers. The journeymen tailors' union resolved in January that it would ask for free workshops on April 1, 1900. Those employers who belonged to the Tailors and Drapers' Exchange replied by a circular letter addressed to each individual tailor asking him to sign an agreement not to demand free workshops or higher wages during the year 1900. The men refused to sign this agreement, and in the middle of February some of the bosses locked their men out. Three hundred have been out of employment for 6 weeks. Eighteen firms not belonging to this exchange, including some of the best tailors, have furnished shops, and they all express themselves in favor of the system.

Mr. Lindholm declares that the journeymen tailors are the hardest-worked laborers in existence, and that the effect of their excessively long hours and severe work on their morals and health is very bad. (424–426.)

Mr. TAGGART, a representative of the journeymen tailors' union, says that the members of that body are engaged in making the highest grade of clothing. There are about 725 tailors in the union. They have long been trying to induce their employers to furnish them shops in connection with the establishments. Until recently there were none even of the best merchant tailors who did not send their work out to be done in homes and in sweat shops. About 2 years ago the journeymen tailors made contracts with a number of employers, in connection with bills of prices, that the employers should furnish free shops at their earliest convenience. Since few of them took steps to do so, notice was given, soon after January 1, 1900, that shops must be furnished by April 1. A large number of employers accordingly locked their men out, taking advantage of the notice which was thus given them. There are only 6 or 7 establishments which have furnished shops for their workmen, while 16 or 18 more have promised to furnish shops, and about 15 have locked their men out. The number of men out of employment is about 295. (137, 139.)

Mr. Taggart declares that where work is sent out it is done, in the case of married men, largely in their own homes, in living rooms, while in the case of single men it is largely done in shops rented by the men clubbing together or in shops maintained by one man who rents sitting room to others. Under either of these systems the tailors never can regulate their hours. As a rule they spend a good part of the daylight down town waiting for customers to try on clothing or waiting for the work to be cut.

Home work especially is injurious to the health and interests of the tailors. It is impossible to regulate the sanitary conditions there, since the factory inspectors have no power to enter a man's home so long as he does not make it a public nuisance. There is constantly a temptation in the case of home work to call in the wife to help. The result is that the housework and the children are neglected. Soon, moreover, the boss, finding that the workman is getting more wages by his wife's assistance, cuts down the price for the work, so that in the long run the husband and wife together can earn no more than he could earn alone. The witness declares that he tried the system of home work himself and knows that it is a system of slavery. When men are too much at home, they lose the respect of their wives and families.

Mr. Taggart declares further that where work is done by men who rent sitting room in shops the impossibility of cooperation between the workers, each of whom is employed by a different boss, results in waste of time. The men in these shops also are unable to control their hours. The shops are open 7 days in the week; in fact, they never close.

Most of the journeymen tailors in Chicago were born in foreign countries and have been accustomed to working at home or in crowded shops, and to working excessively long hours; hence it has been more difficult to get them to demand that shops be furnished by employers. Nevertheless, although the employers have insisted that their men did not want shops, the demand has been repeatedly carried by a majority vote of the tailors, and recently by a majority of two-thirds.

The chief advantage which is expected from the establishment of free shops is that the employers will be made responsible for the conditions in the shop. Moreover, the men can thus better regulate their hours. The union has been willing to concede that such shops should be kept open 13 hours, no limit being set to the amount of work a man may do within the 13 hours, and that the men should supply the machinery and part of the necessary tools. It is believed also that men become better citizens by working together. Contact with one another develops their intelligence and especially tends to Americanize those of foreign birth.

The witness says also that it would not be a hardship for the employers to furnish shops, as is demanded. It has been calculated that it would cost only 25 cents a suit on the amount of business which is done. The witness himself was formerly engaged in home work, but he succeeded in inducing his employer to furnish a shop, and the system worked satisfactorily. It was shown that by working regular hours the men could accomplish more. The employer was entirely satisfied with the change. Later the witness went to work for another employer, and got him also to establish a shop; and here again the system worked to the satisfaction of the men and of the employer. None of the employers who have established shops wish to go back to the old system. The change makes necessary less use of errand boys in going to get clothing, and it makes possible greater supervision of the work.

Mr. Taggart says that the Consumers' League, in Chicago, has indorsed the movement for free shops, and has published a white list naming those employers who have furnished them. (137–142.)

Mr. JUNGSTRAND, a journeyman tailor, thinks that the attitude of the employers in the present lockout is not so much one of opposition to the demand for free workshops as of desire to break up the tailors' union. The employers have taken advantage of the fact that notice was given of the demand for free shops to secure other workmen. The witness declares that he himself was discharged because he was a union man. The witness thinks also that one reason for the opposition to the free workshop is that the bosses think that the men, by meeting one another, will become more intelligent and may perhaps make a demand for higher wages and better conditions. Mr. Jungstrand thinks that the necessity of the shop is apparent to everyone, and that the cost to employers of maintaining it would be very small. (143.)

Miss ADDAMS, matron of Hull House, Chicago, thinks that the opening of shops by merchant tailors would be the one thing which would make the garment workers' trade regular. Under the sweat-shop system the workers are very busy for 3 or 4 months in the spring, and for a time in the fall, during which periods they have to work excessively long hours. The rest of the year they are in idleness. Owing to the intermittent character of the work, men who take shops get the poorest accommodations possible. If the merchant tailors had factories of their own, they would try to plan the work so as to keep the men busy the year round. (428.)

B. Conditions of tailors and garment workers—1. *Generally.*—Mrs. HENROTIN, president of the Consumers' League, of Chicago, says that there are about 13,000 men, 11,000 women, 500 boys, and 1,600 girls employed in making garments in Chicago. She thinks it is a mistake to suppose that the boss sweaters are prosperous men. There is excessive competition among them, and they are growing poorer. The sweater has to pay rent and furnish motive power for his machines. The wages of workers in sweat shops, especially of those working at their own homes, are excessively low. The witness found one woman finishing overalls at 10 cents a dozen. She could only make 2 dozen a day. Other women sometimes get 12 or 15 cents a dozen for doing this same work. For making and finishing fine "tailor-made" skirts, which are sold for from $35 to $45, the worker is paid only $1.10. There seems to be some mystery about the word "tailor made," which makes it possible for a fashionable tailor to ask almost any price for his work.

Mrs. Henrotin thinks the first step toward securing improvement in the conditions of the garment workers would be to make the merchant tailors provide workshops for their men. The Consumers' League is working in this direction, and intends to indorse the strike of the journeymen tailors. (427.)

Miss COPE, deputy State factory inspector, says that there are about 25,000 garment makers in Chicago, of whom 11,000 are women and 1,600 children under 16 years of age, mostly girls about 15. The wages paid to the workers, both the tailors and the garment makers, are, in the opinion of the witness, fair. Miss Cope mentions two instances in which women earn from 66 to 72 cents per day in home work, finishing men's trousers. She says that usually women working 10 hours per day can earn $4 per week in their homes, while women in the shops who are somewhat skilled earn from $5 to $7 per week. The average male journeyman tailor earns from $10 to $12 per week, while the more skilled get from $15 to $30 per week. In the regular factories where garments are made girls under 16 generally earn from $2.50 to $4 per week; the average woman of ordinary skill can, after learning the trade, earn from $8 to $12 per week; and the men earn from $7 to $12 per week, a little less, usually, than journeymen tailors earn. In support of these statements Miss Cope mentioned several specific establishments, stating the wages paid in detail.

Miss Cope declares further that the conditions of work are not usually severe or unsanitary. Girls under 17 do not do much work with foot-power machines. In fact, many of the machines are being run by electricity or steam. The usual day is 10 hours, although when work is slack there are many short days, while during the rush season the shops run overtime about 2 days in the week. Most shops work steadily 8 months during the year. The condition of the home workers is as satisfactory as that of most other working classes.

The garment trade has kept pace with modern improvements. There is no other industry which is more generally distributed among managers of small means and among independent workers. The proposed change in the tailoring trade to work in shops furnished by the merchant tailors would tend to centralize the industry, to drive out of business many small merchant tailors, to deprive home finishers of the little work which they now can do, and to drive out many older and feebler journeymen tailors who can not keep the pace set by younger men.

The women and girls employed in the garment factories are nearly all of foreign parentage. They are vigorous and strong and get as good or better pay in

that industry than they could get in any other. The work is not as hard as in many other industries. (483–485.)

2. *Wages of merchant tailors.*—Mr. TAGGART, a journeyman tailor, says that some men in that trade make fair wages. Some are strong and can stand the excessively hard work and long hours. The amount of work which such men can do is taken by employers as a standard in fixing the scale of prices. The witness says that for making a suit which will sell for $75, the tailors get on the coat from $12 to $14, on the vest from $3 to $4, and on the trousers $3 to $4. The better stores are supposed to furnish the tailor with all the trimmings, although they do not actually furnish machine sewing silk. The cheaper the work is the more trimmings the workmen have to furnish. (140, 142.)

3. *Factory inspection.*—Mr. TAGGART, a journeyman tailor, says that the factory-inspection laws of Illinois are entirely inadequate to reach the evils of the sweating system. It is impossible for the inspector to force his way into a man's own home so long as he does not make himself a public nuisance. The factory inspectors can in any case get around only once or twice a year, because their number is wholly inadequate. The system has checked child labor to a certain extent, but in the case of home workers it is impossible to prevent it altogether.

The factory inspectors themselves recognize the need of further legislation, especially to remedy the evils of sweating. One recommendation is that a label or tag shall be placed on all garments made in sweat shops. Another very important recommendation is that the employer himself shall be held responsible for violations of the law in making clothing. At present the poor worker himself is prosecuted. Often he does not know the language and has no idea why he is being prosecuted.

Mr. Taggart thinks that it might be desirable to have a Federal tax upon goods manufactured in sweat shops in order that the central government might establish some control over them. He does not think such a proposal would be popular, but he believes that the people would favor any law that would tend to prevent the spread of contagious diseases through sweat-shop-made clothing. (138, 140, 141.)

4. *Contagious diseases in clothing.*—Mr. TAGGART, a journeyman tailor, says that the best tailors in Chicago, those who supply the so-called aristocracy, largely send their goods out to be made in small shops and in the homes of the workers. The witness says that when he himself was working at home his children suffered with contagious diseases. He felt then that if the users of the clothing made under such circumstances knew the conditions they would force the employers to furnish their own workshops. (138.)

Mr. JUNGSTRAND, a journeyman tailor, says that he has known clothing to be made in homes where contagious diseases existed. When a man has sickness in the family he needs money especially, and that makes him try to cover up the existence of the disease and to continue working. The witness has heard a report that work has recently been traced to a house bearing a scarlet-fever placard. (143.)

Mr. LINDHOLM, a journeyman tailor, says that much work is done on garments in the homes of the workers where there are frequently diseases. He believes that many cases of contagious diseases in the homes of the richer classes could be traced to garments made under these unsanitary conditions. (424, 426.)

Miss COPE, deputy state factory inspector, says that garments are not usually retained long in the homes, and that persons in whose homes there is serious sickness are not likely to bring more work, so that the danger of spreading contagious diseases from home shops is slight. (485.)

5. *Chicago cloakmakers' union.*—Mr. BISNO, formerly business agent of the Chicago cloakmakers' union, says that that organization was broken up by the strength of the employers about 2 years ago, at the close of an unsuccessful strike. (48.)

XII. LABOR TROUBLES IN SEVERAL TRADES.

A. **Marble cutters.**—Mr. BAGLEY, a wholesale marble dealer, states that no labor troubles arose in his trade until last year. In April, 1899, the marble cutters' union demanded an 8-hour day on the buildings and in shops, with an increase of wages of a dollar a day. Some of the shops were running 10 hours and some 9 hours. The men also demanded that all cutting of marble for Chicago work be done within the city by members of the Chicago union. The manufacturers did not object to the increase of wages or the reduction of hours on buildings, because all competitors would be in the same position. They did object to the

proposed arrangement of wages and hours in the shops, on the ground that it would prevent them from competing for work outside of the city. They also objected to giving the control of the shops to an organization affiliated with the building trades council. The experience of other trades under those circumstances warned them that it would result in constant trouble. Several firms were compelled to yield after 2 or 3 months of struggle. Four or five firms, doing 80 per cent of the business, have refused to yield, and have since been compelled to work with nonunion men. (389–390.)

Mr. McCULLOUGH, business agent of the marble cutters' union, says that he spent the greater part of two days at Mr. Bagley's house arranging a new agreement, and succeeded in settling everything, until the question of the disposal of Mr. Bagley's nonunion employees came up. Mr. Bagley was supplied with men who had taken the places of union men during the strike, and would not discharge them; and this broke off the negotiations. (215.)

B. Carpenters.—Mr. CLARK states that a strike of his men, begun to enforce the wage demands of the building laborers, was continued on the ground of his refusal to become a member of the boss carpenters' association. He afterwards discovered, however, that the real trouble was his employment of some members of the journeymen carpenters' organization, and their working for him. After some 10 weeks of struggle, the matter was referred to the Philadelphia headquarters, and the officers there decided it was an unjust fight and called it off. (400.)

Mr. WOODBURY, president of the carpenters' district council, says that the contractors and builders' association had long tried to get the carpenters' union to drive Mr. A. R. Clark into their association. The union refused to do so for some time, but yielded at last, and did compel Mr. Clark to join the employers' association. Some members of the union, employed by Mr. Clark, against whom charges had been preferred under the rules of the organization, appealed their case to the central office at Philadelphia. This appeal had nothing to do with Mr. Clark's own case, and the sustaining of it would not necessarily sustain Mr. Clark's contentions. (459, 461.)

C. Sheet-metal workers.—Mr. MILLER, a manufacturer of sheet-metal work for building, testifies that during 1899 there was a strike among the sheet-metal workers, in the course of which the sheet-metal workers' union brought back to Chicago some men who were working for the Sykes Steel Roofing Company of Chicago, who had been sent to Moline by that company. In the settlement of this strike an agreement was made between the sheet-metal contractors' association and the sheet-metal workers' union, providing that disputes under the agreement should be submitted to arbitration. Several months later the union demanded that the fares paid by the men returning from Moline to Chicago, $24.80, be repaid to them. The Sykes Company refused, on the ground that the men had been sent to Moline with the understanding that they should remain until the job was finished, but offered to arbitrate the question. The union replied that there was nothing to arbitrate, and the men working for the Sykes Company on one of the city pumping stations were called out on strike. These men afterwards returned to work, the union paying them the $70 wages which they had lost by the strike. Soon after the union called out all the employees of the Sykes Company, demanding pay for the time of the men who had been on strike, and refusing to arbitrate that question. The contractors' association then took the matter up and locked out all their men. After a few days the matter was settled by the Sykes Company paying the $24.80, the union and the company agreeing to arbitrate as to the question of paying for the time of the men while on strike. The association submitted the names of arbitrators to the union, but the union paid no further attention to the matter. The net result of all this difficulty was that the men lost about $3,000 in wages to collect $24.80. Moreover the contractors' association holds that it is no longer bound by the agreement, since the union refused to arbitrate, the only obligation upon it under the agreement being to submit disputes to arbitration. (345–347.)

Mr. POUCHOT, business agent of the sheet metal workers' union, says that the Sykes Roofing Company had taken a number of men to Moline, agreeing to pay their railroad fare both ways. During their absence a strike was declared against the Sykes Company in Chicago. The men at Moline were summoned to return, and the union paid their fare back. It was never demanded that the company pay this return fare. When the strike was settled the men went to work again for the Sykes Company. The company deducted from their wages the fare from Chicago to Moline, which it had paid. When the union protested the company desired to arbitrate the matter. The union refused, on the ground that the company had violated a definite part of the existing agreement. The agreement pro-

vided that all workmen sent out of Cook County should receive actual expenses, unless otherwise agreed, and that no definite part of the agreement should be subject to arbitration. The union ultimately called out its men, not from all the Sykes Company's work, but from one of its jobs. The union notified the company that it would insist upon payment for waiting time to the men who struck to enforce this demand. The Sykes Company finally paid the railroad fare demanded, $24.85, and it was agreed between the company and the union that the payment of waiting time should be left to arbitration. (430, 433.)

Mr. WELLS, a general contractor, states that the sheet-metal workers went on a strike 15 days or more before the time which had been set for the signing up of a contract or the settlement of a dispute. Just at this time Mr. Wells had opened the roof of the McClurg Building to put in a large skylight. The roof had to stand open about 6 weeks, because if any effort had been made to put in a skylight with other men the finishing of the remainder of the building would have been stopped by a sympathetic strike. The contractors had to pay the owner $500 for loss of rent on account of the delay, and a great deal of the calcimining had to be done over. (377.)

D. Mosaic decorators.—Mr. DAVIS, a mosaic decoration contractor, states that the mosaic union ordered his men to quit work on May 1, 1899, because he would not sign their scale providing for 8 hours' work in the shop. He was willing to have the men work 8 hours on buildings, but was not willing to restrict the shop hours so that he could not manufacture work in Chicago in competition with other towns. He has always paid his men more than the union wages. He asked his men to refrain from working for a month, hoping that the union would agree to some fair settlement. The union did not do so, and his men went back to work without its permission. The union fined them $300 or $400 apiece, and has persecuted and abused them since. It has also notified all Chicago architects that Mr. Davis is the only mosaic manufacturer in Chicago who has refused to sign the union agreement, and has requested that no contract be let to him. (420–422.)

Mr. CLARK, a contractor, submits a copy of the letter which was sent out to contractors by the mosaic workers' union, warning them that sympathetic strikes would result if any contracts were let to Mr. Frank L. Davis. (403.)

Mr. MCCULLOUGH, business agent of the marble setters' union, makes statements intended to show that Mr. Davis has displayed an unnecessary hostility to union labor. He was manager of the marble work on the library building in 1897, and he then refused to sign the agreement which the union presented to him, although the firm which he represented had previously signed it. The differences between the union and Mr. Davis were finally settled by arbitration, but Mr. McCullough thinks that Mr. Davis was entrapped into arbitration against his will, and that he put all possible obstacles in the way of success. (215.)

E. Painters.—Mr. MURPHY, vice-president of the painters' district council, says that it has been the practice of the organization to make agreements for 2 years at a time with the organization of master painters. When the new agreement was up for discussion early in 1900, it was understood that the committees of both organizations had full power to act. These committees reached an understanding and all signed an agreement. The association of employers met the following week and expelled all the members of its committee who had signed the agreement, including the president, secretary, treasurer, and many of the prominent members of the organization. The painters are now working for these men who have been expelled from the organization, who represent about 70 per cent of the employers.

The witness declares that Mr. Stiles, the newly chosen president of the organization of master painters, does not count for anything in the trade. He says that Mr. Stiles has repeatedly violated or evaded his agreements, and that it was on this account that he was asked by the union to give a bond of $500 in connection with his signature. (453.)

F. Boiler makers.—Mr. PRATT, secretary of the Tobin-Hamlar Manufacturing Company, which is chiefly engaged in making and repairing boilers, says that in July, 1899, the union men in the shop, about 90 per cent of all, struck. The company at that time had a number of contracts on hand. The union asked the company to sign an agreement. The most important demand was that hours be reduced to 44 per week, the hours at that time prevailing being 54. An increase of wages was also asked, although the company had been paying about 27 cents per hour, and had not reduced wages during the period of hard times succeeding 1893. In fact, the witness insists, the wages paid were quite a little higher than those of competing boiler concerns in other places. It was also demanded that boiler makers should be employed to do certain work, such as running a punch, which did not require the skill of a boiler maker.

The company refused these demands, although it was willing to grant to the men working outside the shop, at repairing, etc., the 8-hour day with 9 hours pay. The men accordingly left work and have not returned. New men have taken their places—none of them union men, although the witness would be willing to employ union men if they would accept the terms.

Mr. Pratt declares that it would have been impossible for him to accede to the demands made and to continue in business in competition with other firms. There are no boiler concerns in the country who work less than 54 hours per week. Some of the shops in Chicago doing a purely local business accepted the terms of the union, but if the Tobin-Hamlar Company had done so it would have been forced to give up its large general business. The company would not have objected materially to granting the demands if its competitors had been in the same position as regards hours and wages. (302, 303.)

G. Bicycle workers.—Mr. SIEG says that he was for 4 years engaged in manufacturing wheels at Kenosha, Wis., but that at the beginning of 1900 he was compelled to abandon the business on account of the cost of labor, enhanced by the unjust demands of the unions. The locality itself was doubtless unfavorable for getting labor, but the works went on nicely until the men joined the bicycle workers' union. This organization has no requirement concerning apprenticeship. Many of the men in the witness's shop were not highly skilled, and the union demanded excessively high wages for them. The union also sought to limit the amount of work which the men might do in a day. It thought the firm ought to employ more men. Thus in the case of one operation, of which a man should be able to complete 80 in a day, the union cut down the rate to 40. Many of the best workingmen in the shop, the witness declares, called on him personally and expressed their regret at being so restricted by the union. The witness offered to the president of the bicycle workers' union, Mr. Mulholland, to pay the same wages as 8 manufacturers whom he named in Toledo, Milwaukee, and Chicago, but the offer was refused. In one case the committee demanded that a certain man, who was receiving $1 per day, should be paid $1.50. This employee proved to be a boy who had just reached the age of 18 and had joined the union the night before the demand was made.

These, together with other demands of the union, made the firm feel that it could not control its investment at all. It was obliged to discharge its superintendent in order to avert a strike. Finally, after its output had been reduced to one-half the former amount, the works were closed altogether. The plant was worth, Mr. Sieg says, about $200,000. (135, 136.)

Mr. HARRIS, a representative of the union of polishers and buffers in Kenosha, says that Mr. Sieg did have some trouble with the metal polishers about a year ago on account of a superintendent who had reduced wages in some instances 33⅓ per cent, and who had discharged several men without a reason. The men struck, but an adjustment was reached with Mr. Sieg personally. Mr. Harris declares that Mr. Sieg at various times told him distinctly that he was never so well pleased with the way his factory was running, as since it was organized. After the shop had run a certain length of time it was found that the men were working so harmoniously that the superintendent was discharged to reduce the cost. (262.)

Mr. WORKMAN says that he was president of the bicycle workers' union at the Sterling Bicycle Works in Kenosha, Wis., at the time the men in the Sieg factory were organized. These men were organized by their own choice. Mr. Workman confirms the testimony of Mr. Harris as to the cause of the strike at the Sieg works, as to its settlement, and as to the expressions of satisfaction by Mr. Sieg, as well as by two other members of the firm, regarding the working of the shop since the men were organized.

Mr. Workman denies that the plant abandoned by the Sieg firm was worth $200,000. He says it has just been sold for either $65,000 or $56,000. He thinks that the establishment would have been closed, even if there had been no union in existence; believing, indeed, that it was closed on account of a mortgage. (263, 264.)

XIII. CONDITIONS OF LABOR IN CHICAGO.

A. Earnings and cost of living.—*Generally.*—Mr. BISNO says that some of the present strikes in Chicago, notably that among the machinists, have been due to the failure of wages to increase in recent years commensurately with the increase in the cost of living. The price of meat, according to the statement of the dealers themselves, is 30 per cent higher now than it was two years ago. The bakers declare that bread has increased in price 25 per cent. Three years ago the witness used to buy a kind of bread for 3 cents a loaf which now costs 5 cents, and

he can see no difference in the weight of the loaf. Mr. Bisno, however, does not know exactly the changes in the price of flour, nor is he certain as to possible changes in the weight of loaves of bread. The witness also declares that butterine has increased 30 per cent in price; potatoes, 30 per cent, and coal, 40 per cent. He says also that the rent of a flat that formerly was $7 a month would now be about $8, and that other rents have increased in about the same proportion.

As to wages there have been increases in various cases, but these increases have not usually been proportional to the increase in the cost of living, and in some cases there has been no increase at all. The witness submitted the following statement collected from his own observation as a walking delegate and as a former inspector of factories, showing the increase in wages in various establishments since 1898:

Rise in wages since January, 1898.

	Per cent of increase.	Number employed.
Mills and foundries	20	15,000
Pullman		5,500
Western Electric		5,500
Norton Brothers	5	1,600
Pianos and organs	10	5,000
Lumber, doors, etc	12	5,000
Furniture	12	4,000
Stock yards	12	2,500
Printing	10	2,500
Garments	10	3,600
Average	11	

In the case of the printers, the increase referred to is really a reduction in hours from 10 to 9, the same wages being maintained as before. The wages of coal miners have also been increased, and the same is true of the wages in many factories. On the other hand, street railway employees receive no more pay than before. They are working 12 hours a day for $1.50. They are not organized and have little opportunity to organize on account of the strength of their employers. Common labor, which constitutes a large proportion of the total amount of labor in many large factories, is still paid only about $1.50 for a day of 10 hours. It is chiefly among the unorganized workmen that wages have failed to rise in the past year or two.

Mr. Bisno thinks that the greater prosperity of manufacturing industry at present would permit the payment of higher wages in practically all lines. It is unjustifiable for an employer to attempt to make up losses incurred during hard times by keeping down wages when he is prosperous. The witness knows of no instance in which working men have pledged themselves by any contract to accept lower wages on condition that employers will keep running during hard times. As a matter of fact, manufacturers do sometimes run their business for a time at a loss, but they do it for the sake of killing off the smaller men in the trade and extending the markets for their goods, so that in the long run they are benefited. (50, 54, 59.)

Mr. GINDELE, a general contractor, states that his father, a stonecutter, came to Chicago in 1852 and got work at $1.25 for a 10-hour day. His wages were soon raised to $1.75 and then to $2, and it was not long before he was appointed foreman at $3.50 a day. In 1859 he started a stone yard where he paid his men $1.50 during the building season. In the winter some job was generally taken at a low price, and the men were kept employed at reduced wages. There were no strikes and no assessments for unions, and by working steadily the men accumulated property. The first labor organization in Chicago, the witness thinks, was the stonecutters' association, which was formed in 1866. Wages were then regulated by supply and demand, and some of the stonecutters got $2 a day, and others got less, according to their ability. In 1867, with the help of the employers themselves, the union established the 8-hour day. About 1879 and 1880 more labor organizations sprang up. The first real trouble occurred in 1883, when the bricklayers' and stone masons' association demanded 40 cents an hour. This demand was conceded after a short strike. In 1886 they also got the 8-hour day. (*Sic.*) In 1887 there was a very serious strike, caused by a trivial dispute over changing the pay day from Saturday to Monday. The outcome of the strike was an agreement for arbitration between the two associations. This agreement was maintained for 10 years, up to 1897, without any strike or interruption in the mason

line. The building trades council had been established in 1894. The bricklayers' and stone masons' organization did not go into it at first. It was finally forced in by the threat of establishing another bricklayers' union. Since 1897 there has been a succession of strikes one after another. In spite of the high nominal wages, the workingmen are not in as good a condition as they were in in the early days when the wages were lower but the work was steadier. Moreover, the mechanics of the present day have not the skill which mechanics used to have before the uniform union wage took away the incentive to acquire skill. (365, 366.)

B. Wages.—1. *Building trades, different cities.*—Mr. CLARK, general contractor, states that he has been engaged in building chiefly in other cities than Chicago, and he finds wages lower everywhere else, generally by from 10 to 30 per cent. He speaks particularly as to bricklayers. In most places the day is 9 hours. Last year Mr. Clark paid carpenters 25 and 27½ cents an hour for a 9-hour day in Albany, while in Chicago he paid 42½ cents an hour for an 8-hour day. Iron setters received 25 cents an hour in Albany, against 45 cents in Chicago. Bricklayers, 45 cents in Albany, against 50 cents in Chicago. But the steadiness of work is so much greater in other places that carpenters and bricklayers preferred to go from Chicago to Albany and work the longer day at the lower price. (415, 416.)

2. *Bricklayers.*—Mr. GUBBINS, president of the bricklayers' union, states that the bricklayers have a minimum wage of $4 for an 8-hour day. At present there is practically no deviation from this scale. During the World's Fair, while the union's minimum was the same, many bricklayers got more because of the strong demand for their services. Before the union was organized wages were about $1.75 and the hours were 10. (231.)

Mr. PREECE, of the bricklayers' union, states that there has been no change in the bricklayers' wages during the past 7 or 8 years. They got the regulation rate, 50 cents an hour, all through the hard times. When prosperity comes they get 55 or 60 cents. Mr. Preece does not think that he has worked for as little as union wages more than 3 months in his life. (480.)

The bricklayers' agreement, made after the strike, provided for a rate of 50 cents per hour, wages to be paid every two weeks. (527.)

3. *Building laborers.*—Mr. CLARK, a contractor, states that going wages for building laborers in the summer of 1897 were from 18 to 20 cents an hour. The demand was made by the union for 25 cents an hour, which Mr. Clark conceded when he found that other contractors were conceding it. (399.)

Mr. LILLIEN, president of the hod carriers' union, states that in 1893 the scale of wages of building laborers was $2 for 8 hours work, and $2.40 for hod carriers proper or plasterers' laborers. The laborers' organization fell to pieces after the World's Fair, and wages went down to as little as 10 cents an hour. In the winter of 1895 and 1896 Mr. Lillien was working on a job where the men worked 10 hours a day for from 10 to 12½ cents an hour. In 1896 the hod carriers' union was reorganized. Its representatives went to the bosses and begged for some assistance in raising their pay above the pittance of $1 to $1.25 a day. The union was weak, with a membership of only about 500, and its prayers were disregarded. In 1897 the effort was renewed, with the same results. It was made again in 1898. By this time the union had considerably increased its membership and had joined the building trades council. It was now able to conclude the agreement with the employers. One June 29, 1898, an agreement was formed to last 1 year. The scale of wages seems to have been the same as that which existed in 1893. On March 1, 1900, the union made a request for an additional 5 cents per hour, so that the present scale is 30 cents per hour for building laborers and 35 cents for hod carriers or plasterers' laborers. The master masons' ultimatum of February 5 fixed wages for building laborers at 25 cents an hour. (114, 115, 117.)

4. *Plasterers and laborers.*—Mr. BLISS, a plastering contractor, testifies that he is now doing work with men who do not belong to the old unions and is paying them the union wages, $4 a day for plasterers and $2.40 a day for laborers. (334.)

5. *Lathers.*—Mr. REGAN, of the lathers' union, states that before this union was formed the lathers were working for as little as 90 cents a day. The union was formed on Washington's birthday, 1899. Since that time the lathers have got $3 a day. They have not been able to get work more than half the time, but the witness implies that this was also true before the union was formed and when wages were much lower. (207, 208.)

6. *Carpenters.*—Mr. NICHOLSON submits the carpenters' agreement for 1899, which provides for a minimum rate of wages of 42½ cents per hour, with double time for Sundays and holidays. Work is forbidden on Labor Day and after 12 o'clock on Saturday. The demand for the period beginning April 1, 1900, was 50 cents per hour, and Mr. Nicholson's firm signed an agreement to this effect. (97, 98.)

The carpenters' agreement of February, 1901, after the strike, fixes the minimum wages until April 1, 1902, at 42½ cents per hour, and thereafter at 45 cents per hour, wages to be paid weekly. (528.)

7. *Sheet-metal workers.*—Mr. POUCHOT, business agent of the sheet-metal workers' union, states that that union established a wage rate of 35 cents an hour for an eight-hour day in 1892. On January 1, 1899, it asked for an increase to 45 cents an hour. This was refused, and after the strike of 7 to 10 weeks an agreement was made for 38½ cents an hour up to June 1, 40 cents an hour from June 1 to February 1, 1900, and 42½ cents an hour from February 1, 1900, to January 1, 1901. (429.)

Mr. MILLER, a manufacturer of sheet-metal work, declares that the wages per hour agreed upon between the contractors and the sheet-metal workers in Chicago have for years been higher than the wages of equally competent men in other cities. In fact, union men in Chicago are always ready to go away long distances and work for less than Chicago rates. The result is that manufacturers hesitate about settling in Chicago, and that Chicago builders suffer. The witness does not think that the sheet-metal workers get higher wages throughout the year by demanding excessively high wages per hour. (346, 351.)

8. *Structural-iron men.*—The proposed agreement of the structural-iron men for 1900, submitted by Mr. Nicholson, provides for a minimum wage scale of 50 cents per hour, with double pay for overtime and for work on Sundays and holidays. On Labor Day work is forbidden. (99.)

Mr. BUCHANAN, of the structural-iron workers' union, declares that members of that union are frequently taken to other places at higher wages than they get in Chicago. A year ago last summer 40 men were taken over to St. Louis at 10 cents an hour more than the St. Louis scale. Last spring a gang of riveters went to Milwaukee, where the scale was 30 cents an hour. The witness does not state what they got in Milwaukee, but seems to imply that it was not less than the Chicago scale. Twelve men were sent to Mexico last year at $4 a day, payable in gold. Some members of the Chicago union are now in Japan putting up a mansion for a prince. Some went to New York for larger wages than are paid in Chicago. The New York men feel somewhat bitter against the Chicago men for doing so much more work in a day than they were accustomed to do. (473.)

Mr. Buchanan says that while the heating of rivets in shops can be done by boys, rivet heating on buildings and bridges requires men of a high degree of skill. If a rivet is burned up or melted it means 5 minutes lost for three men. Moreover, a rivet heater must be able to work on scaffolding, to walk a 6-inch beam and carry a forge. There are only a few really first-class rivet heaters even in the union in Chicago. (473, 474.)

9. *Architectural-iron workers.*—The existing agreement between the architectural-iron league, the organization of employers, and the architectural-iron workers of Chicago provides for an 8-hour day, and for a minimum rate of wages, at first 37½ cents per hour, but increasing to 42½ cents per hour on November 1, 1900. (451.)

10. *Slate roofers.*—Mr. HILL, of the slate-roofers' union, states that the wages in his trade were 35 cents an hour up to August, 1899, and have been 40 cents since that time. The men are able to work only about 4½ or 5 months in the year. (482.)

11. *Painters.*—Mr. BLISS, a painting contractor, states that painters' wages were about $3 in greenbacks before the Chicago fire, gold being at a premium of about 10 per cent in 1872. Two years ago wages were $2.80. Last year they were fixed at $3—that is, 37½ cents an hour. They are now asking 40 cents an hour. (253.)

The articles of agreement of the painters' district council of Chicago and vicinity provide for a wage of 40 cents per hour, with an 8-hour day, from March 1, 1900, to March 1, 1902; time and a half for overtime work, and double time for Sundays and holidays. (356.)

12. *Plumbers.*—Mr. SMITH, a plumbing contractor, states that by an agreement made in June, 1896, the wages of plumbers were to be $3.75 per 8-hour day, between June 1 and September 1, excepting Saturdays, for which the hours were to be 4 and the wages $2.25. Overtime was to be paid at one and a half times the regular rates, and work on Sundays and holidays at double rates. Apprentices, after 4 years of apprenticeship, were to receive $10 per week for the fifth year and $12 per week for the sixth. On April 14, 1899, the wages of journeymen plumbers were raised from $3.75 to $4. (403, 406.)

13. *Steam fitters.*—Mr. MANGAN, of the steam-fitters' union, states that before the formation of that union in 1885 the wages of steam fitters ran from $1.75 to $3.50 for 10 hours, and the men who got $3.50 could be counted on the fingers of one hand. It was not until 1892 that the union was able to establish the rate of $3.50

and the 8-hour day, with double pay for overtime, Sundays, and holidays. (443, 444.)

14. *Marble cutters.*—Mr. McCULLOUGH, business agent of the marble-cutters' union, states that the wages of the men working on buildings in Chicago are $3.50 per day. Shop hands get $2.75. In Vermont and Georgia and Tennessee, where the marble comes from and where the most of it is cut, there are no labor unions, and wages run from $1.25 to $2, and in some cases less.

Mr. STRUBLE states that men employed on buildings get about $4 in New York and $3.25 in St. Louis. In Milwaukee there is a sliding scale which goes from $2.25 up. The Chicago men do more work than the men in other cities. (213, 214, 218.)

15. *Mosaic decorators.*—Mr. DAVIS, a mosaic decoration contractor, employing nonunion men, says that he pays his men in the shop $3.25 a day for 9 hours. This is more than the union rate. It is not necessary that more than 15 or 20 per cent of the hands be highly skilled, and the work can perfectly well be done by women. In Europe it is done regularly by women. He could probably get women or boys to do the work for half the price he pays, but he believes it right always to get men to do the work if possible. (423, 424.)

16. *Intervals of payment.*—Mr. NICHOLSON, a contractor, thinks that the workman should be paid once a week. One union has demanded to be paid at noon on Saturday for the whole of the week. This is an unreasonable demand, because it is a physical impossibility to make up the pay roll and pay at the moment of quitting work. (100.)

The articles of agreement of the painters' district council provide for a weekly pay day on Saturday, between 12 and 1 p. m. (356.)

C. Steadiness of employment.—1. *Generally.*—Mr. CLARK refers to the great influx of men caused by the World's Fair, and to the fact that the relatively high wages in Chicago caused a great many men to stay there who prefer to work 2 or 3 days at high prices rather than the whole week at low prices. Last season there was some shortage of labor; but up to that time there had been a constant surplus. (418.)

Mr. CORBOY, a plumbing contractor, states that many mechanics are attracted to Chicago by the short hours and the large pay which prevail there. Because Chicago is so great a railroad terminal, it happens also that many men traveling across the country stop off there and remain. These causes give rise to a perpetual surplus of labor. (414, 415.)

Mr. NICHOLSON states that employment is much steadier in Scotland, where he formerly lived, and indeed all over Europe, than in this country. He attributes the difference in part to the rapid changes that go on here. Though the pulling down of old buildings and the putting up of new would seem to make more work for the men, the work is in fact much more uncertain. The uncertainty and unsteadiness of work are increased by the rapidity with which buildings are put up here. In Europe a big building takes a year. Here very few buildings take more than 3 or 4 months. Most buildings do not give employment for more than 3 or 4 weeks. (101.)

2. *Building laborers.*—Mr. LILLIEN, president of the hod carriers' union, states that a large proportion of the members of that union do nothing for a living but carry the hod. Even when work is abundant it is subject to constant interruptions. The laborer can not work in rainy weather nor in freezing weather, and he is frequently interrupted by a shortage of brick or lime or sand. Moreover, the character of the work makes constant employment on any job impossible. In building a 3-story house there is 5 days' work from the digging of the trenches to the completion of the basement wall. Then 1 day is lost while the basement joists are set. The first floor takes a day or a day and a quarter; then there is an interruption of a day or more while the joists are put in. The second story is a repetition of the first, and the third is worse. There is less interruption on large steel-frame buildings than on small jobs, because when there is no work outside there is often something to do in the basement; but on small jobs, with the best of fortune, it is impossible to average over 4½ days a week. A man can not average 4 days a week upon the whole. (117–119.)

3. *Bricklayers.*—Mr. GUBBINS, president of the bricklayers' union, states that the members of that union as a whole earn on an average $1.75 per day the year round, though they receive $4 per day for 8 hours when they work. A few men, employed by contractors who have work constantly, may earn about $900 or $1,000 a year. The witness has known of men who have not worked at their trade for 18 months, because they could not get work to do. (225.)

Mr. NICHOLSON, a contractor, declares that the common laboring man, with $2 a day, will make as good an average in the year as the bricklayer at $4 a day,

because his work is steadier. The witness does not believe that the average earnings of bricklayers in Chicago last year were more than $400. (100.)

4. *Plasterers.*—Mr. CARROLL, of the plasterers' union, says that he has recently made inquiries of the members of that union as to their average earnings during 1899. The plasterers get $4 a day when they work, but the highest average earnings reported to him were $1.63. (270.)

5. *Carpenters.*—Mr. CLARK says that he recently happened to fall in with several carpenters at Grand Rapids. They told him that their wages were 20 cents an hour. They preferred 20 cents at Grand Rapids to 42½ cents at Chicago; they could make more money in the year, and could live in peace with their families. (401.)

D. Hours of labor.—1. *Sheet metal workers.*—Mr. POUCHOT, business agent of the sheet metal workers' union, states that the metal workers worked 10 hours a day up to 1890. In that year they went on a strike, which lasted until February 1, 1891, and by which they established the 8-hour day. (429.)

2. *Steam fitters.*—Mr. MANGAN, of the steam fitters' union, states that the steam fitters of Chicago obtained the 8-hour day in 1892. They had apparently been working 10 hours up to that time. (443.)

3. *Plumbers.*—Mr. SMITH, a plumbing contractor, exhibits an agreement of June, 1896, between the master plumbers and the plumbers' union of Chicago, which provided for an 8-hour day, a 7-hour day on Saturday in the winter, and a 4-hour day on Saturday from June 1 to September 1. (403.)

4. *Painters.*—Mr. STILES, a master painter, submits a copy of the articles of agreement proposed by the painters' district council of Chicago and vicinity, which includes an 8-hour day, with no work after 12 o'clock on Saturday. (344.)

5. *Structural iron workers.*—The agreement proposed by the structural iron men for 1900, submitted by Mr. Nicholson, provides for an 8-hour day except on Saturday, when work is to cease at noon. No work is to be permitted on Labor Day. (99.) The same is true of the agreement of the architectural iron workers. (451.)

6. *Carpenters.*—Mr. NICHOLSON submits the carpenters' agreement of 1899, showing the 8-hour day and an absolute prohibition of work on Labor Day and after 12 o'clock noon on Saturday. If two or more shifts of men are employed, 6 hours shall constitute a night shift, and the wages for such 6 hours shall be the same as for 8 hours during the day. (97, 98.)

7. *Provisions of agreements after strike.*—The contractors' ultimatum of April 30, 1900, provided for an 8-hour day in the building trades, with a 4-hour day on Saturday during the 3 summer months. This agreement was adopted by the bricklayers in the settlement of the strike, but the carpenters and some other trades secured the Saturday half holiday throughout the year.

The contractors' ultimatum further provided that overtime should be paid at 1½ rates, and labor on Sundays and holidays at double rates and these provisions were retained in the agreements of the bricklayers, carpenters, and others. (527, 528.)

8. *Effects of 8-hour day.*—Mr. NICHOLSON, a contractor, says that he never worked more than 51 hours a week in the poor country of Scotland, and he does not think that anyone should have to work more than 8 hours a day in this rich country. He declares that the introduction of the 8-hour day in bricklaying doubled the number of American boys who applied to him for places as apprentices. It gives better men and better work than the long hours gave. The men are steadier. The witness would not say that the men do more work proportionately in 8 hours than in 9, but it is a fact that buildings can be put up as cheaply now as in 1872 and 1873. This is due to the advance of invention and the increased use of machinery. (100, 107.)

Mr. FRANK M. RYAN says that in the structural iron and steel trade the amount of work done by each workman has increased under the 8-hour day beyond that under the 10-hour day, a fact which is supported by the evidence of the contractors themselves. The witness thinks that a similar result has often come in other trades, although he is inclined also to hold that the shortening of hours gives opportunity for the employment of more men. (286.)

E. Child labor in Chicago.—Miss COPE, deputy factory inspector of Illinois, testifies that the number of children under 16 years of age working in Illinois in 1898, according to the factory inspector's report, was 11,845. In Chicago there are employed 3,730 girls, and 5,535 boys. The largest numbers are employed in stores and offices, in making garments, and in the metal trades.

Miss Cope declares that these children usually receive a reasonable wage. The messenger boys of the Illinois District Telegraph Company, mostly between 15 and 16 years of age, receive $15 or $18 per month. The girls working in the

Fair department store receive at first $2.50 per week, and some at 16 can earn $4 per week. A school is furnished by the proprietors of this store, which the children can attend between 8 and 10 in the morning. Errand boys in offices, between 14 and 16 years of age, earn from $3 to $5 per week, and their situation is especially fortunate.

The witness says also that the child workers in Chicago are mostly vigorous, energetic, and cheerful, although there are occasional instances of abuse of them by their employers. They are not inferior in intelligence and physical development to the unemployed children of the same age. Their work is not more exacting than that of children on the farms. There are no textile factories in the city, so that there is little demand for the work of children under 15 years of age; for example, in the garment trade young girls are quite useless. While some children are at work who ought to be at school, they are forced to it by poverty. Miss Cope thinks that it is a great evil for young boys to be idle. A boy at 14 who is not at school ought to work at least part of the year. (485–487.)

Mrs. HENROTIN, president of the Consumers' League of Chicago, says that through the operation of the Illinois factory law the condition of children has become much better, but there are still an enormous number of young girls from 15 to 20 years of age who are working at tasks for which they are ill-fitted. (428.)

XIV. GENERAL DISCUSSION OF ARBITRATION.

A. Arbitration between national organizations. (See, also, as to attempted arbitration of Chicago strikes, pp. XXXVII, CXXII.)

Mr. WEBSTER strongly advocates arbitration between national organizations of employees on the one side and of employers on the other. Labor disputes must be settled with a view to national conditions, in order that competition between different manufacturing sections may be carried on fairly. In most cases, if employers and employees approach one another in a fair spirit, agreements can be reached between their representatives without formal arbitration. Such conferences have been sought and have worked successfully in the case of the National Stove Founders' Association, organized about 8 years ago, and strikes in that trade have been avoided. The National Founders' Association, organized 3 years ago, has also successfully avoided strikes by similar methods. In 1899, when the foundry workers in Chicago made certain demands, the representatives of the employers met the representatives of the employees, there was a discussion free from all passion, and an agreement satisfactory to both sides was reached. The policy of these two organizations, as well as that of the more recently formed National Metal Trades' Association, is to have conferences or arbitration before a strike or a lockout is permitted. The witness thinks that there is a growing disposition on the part of the employers to treat their men fairly, and on the part of the men to be reasonable in their demands. If the parties to labor disputes refuse to come together in this way, Mr. Webster thinks compulsory arbitration would be desirable. (145, 146, 151, 153.)

Mr. GATES, a manufacturer of mining machinery, says that the National Founders' Association and National Metal Trades' Association have recently been formed among the employers of labor in the metal trades with a view chiefly to settling labor disputes by arbitration and conciliation between national organizations of employers and employees. The system was first inaugurated by the National Stove Founders' Association in connection with the Iron Molders' Union. Since 1890 there has been no strike in the stove-molders' trade. The National Founders' Association has made an arrangement by which differences are to be settled by a national arbitration board. It has so far held the various employers closely in line, and more members are joining it continually, recognizing the justice of its principle of arbitration. The aim is to secure arbitration before strikes rather than after they have taken place. If two nations had differences with one another and wanted to arbitrate, they would not declare war first and arbitrate afterwards. If a strike has been once begun there are apt to be bitter feelings on both sides; the employees get more or less under the influence of the saloons, while the employers are embittered by the violence often shown toward their men who refuse to join the strike. The employers believe that, in the case of trades of national scope, the conditions of labor must be determined in view of national considerations rather than of purely local considerations, in order that there may be fair competition. The members of the National Metal Trades' Association and the National Founders' Association, therefore, are unwilling to arbitrate with local unions and organizations of workingmen. Moreover, when the matter is handled by representatives of national organizations on both sides a higher order of intelligence will be brought to bear in the discussions.

These two associations provide for arbitration or conciliation by boards composed of an equal number of representatives from each side, a majority vote being required to decide. No provision has been made for a referee in case of failure to agree, the belief being that there would be danger that the decision of such a referee would be so unsatisfactory to one side or the other as to prevent harmonious action.

Mr. Gates thinks that similar arrangements for arbitration should be established in connection with all trades, so far as possible. He does not consider legislation on the subject necessary. The New Zealand law regarding arbitration has worked successfully, but a similar system in this country would not be likely to be so satisfactory. The witness fears that political influences will always have more or less to do with State arbitration boards in this country. (19, 24, 26.)

Mr. REID says that the International Association of Machinists believes in arbitration, and so states emphatically in its constitution. The witness believes that strikes and lockouts are a curse to the country, and says that his organization has fought to eliminate them. He thinks that ultimately there will be thorough organization of employers on the one side and of employees on the other, since this is the only system under which arbitration can be made effective. If arbitration could be carried on in a strictly fair manner the witness would consider it a logical and proper thing to make it compulsory. There have been cases where voluntary arbitration has been successful. The witness would consider such a system of arbitration as that provided for in the proposed contract of the machinists with their employers to be in a sense compulsory, since the honor of both parties is at stake, both agreeing in the contract to abide by the decision of the arbitrators. (185, 187.)

Mr. WILSON, vice-president of the International Association of Machinists believes that arbitration within the trade is, where possible, much better than State arbitration. It brings the employers and employees into contact and helps them to understand one another. It is far better to trust to the honor of the parties to carry out agreements or awards than to enforce them by law. Nevertheless, the witness thinks that where a strike endangers the public peace and welfare, as, for example, where the calling out of troops becomes necessary, the parties ought to be compelled to arbitrate. He says further that he has never known an instance where employees have refused to arbitrate. It is always the employers who refuse. Mr. Wilson thinks that the parties to the building trades strike in Chicago should be forced to arbitrate. He says there was no chance to arbitrate the St. Louis street railway strike, because the company would not recognize the right of the men to organize and would not arbitrate with them as an organization. (492, 493.)

Mr. Wilson says further that the people of the United States are so disposed to personal freedom that they are not likely to favor compulsory arbitration or other socialistic measures. If the State compels a man to work it may also dictate concerning his religion or his politics. Moreover, the State is apparently at present more friendly to employers than to employees, and compulsory arbitration would in general be unfavorable to the latter. (492, 494.)

Mr. DEVENS, assistant secretary of the National Metal Trades Association, believes that the system of arbitration and conciliation between employers and employees within the trade, on the lines adopted by the National Metal Trades Association, is more advantageous than arbitration by State authorities. The members of the arbitration board on both sides are experienced men, in constant touch with shop methods and with business. They only are competent to give the subject the expert consideration which it requires. The agreement of the National Metal Trades Association requires that arbitration shall be brought about within two weeks. Men not familiar with the conditions could not reach a decision in that length of time satisfactorily. (507, 508.)

Mr. JONES, a nonunion machinist, declares he is opposed to strikes and lockouts. He thinks that local organizations should be subordinate to national organizations, and that disputes should be arbitrated between national organizations of employers and employees. As it is to-day, the various local organizations can call a strike at any moment without control by a higher authority. (196.)

Mr. ROUNTREE, of the Turner Brass Works, thinks that we should have a national system of arbitration. To be successful this would require thorough organization of labor. The witness thinks that strikes should be declared illegal pending arbitration. The great difficulty in the case of strikes is that a few men lead all the rest to leave employment. A settlement could be easily reached in most cases if it were not for such influence. The strikes in Chicago are affecting every business concern in the city, causing suffering to several hundred thousand people. Some method should be devised by which such a condition can be prevented. (34, 36.)

Mr. MADDEN, president of the Western Stone Company, would favor a permanent board of arbitration consisting of an equal number of men selected by the employers and by the employees. He would have the business agents of the unions directed to investigate every difficulty and refer it to the board of arbitration before calling a strike. If the question is not of very great importance the board should be required to make a decision within a limited time, say 24 hours. In any case, no interruption of work should be permitted while the arbitration goes on. The witness has never talked with any member of the union or with any member of a contractors' organization who did not agree that this is the right plan to work on. Since there seems to be a universal approval of it, there does not appear to be any reason why it should not be successfully adopted. The witness believes it would avert 999 out of 1,000 strikes. (110.)

Mr. NICHOLSON, a contractor, says that a fight like that now existing in Chicago gives no solution of industrial questions. It simply determines which side is at present stronger. An arrangement for mutual arbitration is the only thing that can give peace and prosperity. While the bricklayers worked for 10 years under an arbitration agreement without the loss of a day by strikes, the witness has seen a stoppage of 3 days since the arbitration clause was abrogated which cost the laborers perhaps $400 or $500, when the matter in dispute did not amount to $5. (89.)

Mr. Nicholson regards the central organization of both workmen and employers as desirable. It is better to deal with one institution than with a dozen. But so long as one central body is strong and another is weak, the strong one has nothing to arbitrate. If a proper scheme of arbitration were fixed, there could be no strike unless in case of an unjust verdict. There ought to be a chance of appeal in case of gross injustice, especially in such cases as the unjust levying of a fine. (90, 91.)

B. Building trades arbitration agreements. (See also *Agreements between unions and contractors*, p. LXII; as to system adopted in settlement of the building trades strike, see p. XLVI.)

Mr. FALKENAU, a general contractor, states that the bricklayers and master masons of Boston have settled their differences successfully by arbitration for 9 years. They have excluded the sympathetic strike. There has been an effort to maintain an amalgamated building trades council there, but the agreement between the bricklayers' union and the master masons provides that all questions shall be settled by their own trade without any intervention of any other trade whatsoever. Union and nonunion men work together. (324.)

The structural iron workers' agreement for 1900 provides that differences with employers shall be arbitrated by a board of three, one selected by the employer, one by the union, and one by these two. During the arbitration, work shall proceed. (99.) A similar provision is contained in the agreement of the architectural iron workers. (451.)

Mr. SMITH, a plumbing contractor, states that by an agreement of June, 1896, between the master plumbers and the plumbers' union, every dispute was to be submitted to an arbitration committtee, consisting of one man appointed by the plumbers' union, one by the employer concerned or the employers' association, and, if these two could not agree, a third chosen by them. The decision of the committee was to be binding upon both parties. No general strike was to be ordered without such arbitration. (403.)

Mr. NICHOLSON, a contractor, refers to an agreement which existed for 10 years between the bricklayers' union and the building contractors. There was a regular arbitration committee, with a provision for calling in an umpire in case of disagreement. The witness thinks that the umpire was not needed three times in the 10 years which the arrangement lasted. The agreement was given up when the bricklayers' union joined the building trades council. The bricklayers held that, since the central organization had no provision for arbitration, they could not maintain the system. Mr. Nicholson does not know that any direct effort has been made to induce the building trades council to adopt such a system of arbitration. Some such system is the only solution of the questions which are now troubling the builders of Chicago. (88.)

C. Arbitration laws.—State boards.—Mr. WALSER, president of the Goss Printing Press Company, thinks that the best solution of the labor difficulties in this country would be for Congress to establish a commission with full power to investigate, regulate, and arbitrate all disputes. Manufacturers should be required to make sworn reports in detail to this commission, showing the class of labor employed, wages, etc. The laws should be so made that there could be practically no strikes or lockouts. Every grievance should be settled before the men quit work. No political influence should be allowed to enter into the conduct of such a board. (373.)

Mr. BOARD says that he would be in favor of a State or national arbitration law, if it could be made certain that the arbitrators would be free from political influences. Although the witness strongly opposes trade unions, he says that we must acknowledge the existence of the unions, and that, so long as they exist, arbitration is perhaps the only remedy. (46.)

Mr. WEBSTER thinks that most disputes could be satisfactorily settled by conferences between national organizations of employers and of employees. If the parties refuse to attempt such settlement, the witness thinks that compulsory arbitration is justifiable. It would prevent great losses to the public. (147.)

Mr. MCGARRY, a manufacturer of boilers, believes that all difficulties between employers and employees should be settled by friendly negotiations between them, or, in event of failure to do so, by compulsory arbitration. He thinks that the workingman would almost always be found to be in the right. (310.)

Mr. NICHOLSON, a contractor, while believing that arbitration is the only remedy for industrial difficulties, does not think that arbitration can be effectively provided by law. He fears that it would be a one-sided arbitration, because the employers' association has only 1,300 votes, and the workmen have 25,000 votes. Mr. Nicholson does not think it would be possible to get a compulsory arbitration law passed, and if it could be passed he does not think it would last long. (92, 95.)

Mr. GUBBINS, president of the bricklayers' union, would favor making arbitration compulsory, if necessary. He does not believe anybody is afraid to arbitrate unless there is something wrong that he is afraid to bring before the public. (239.)

Mr. DARROW, a lawyer, declares that the interests of the public are involved in strikes as well as the selfish interests of the employers and employees. Everyone in the United States is interested in the operation of the railroads. If the railroads that enter New York or Chicago should stop running the cities would soon be a heap of ruins. In fact, our industrial life has become so complex that there is really no such thing as private business. For these reasons the witness believes that compulsory arbitration of labor difficulties is advisable. There should be a board in every State and a United States board to take cognizance of railroad strikes. The present boards of arbitration have no power except where the parties interested in the strike consent to their intervention. The witness thinks that capital generally is opposed to the idea of compulsory arbitration, but that the labor unions for the most part favor it. He admits that all movements in the direction of compulsory arbitration are virtually in the direction of State socialism, although it is not necessarily true that they will lead to thorough-going socialism. Mr. Darrow believes that the great majority of students of labor questions favor compulsory arbitration. The system may, of course, be abused, as in fact all institutions may be abused. (71–73.)

Mr. BONNER declares that there are some questions that can not be arbitrated; whether a man's house or place of business shall be picketed or patrolled, whether a man has the right to hire and discharge whom he pleases, whether a man has a right to work for whom he pleases. These questions pertain to the fundamental rights which can not be arbitrated or questioned for a moment. In taking this position Mr. Bonner believes that he represents the rights and true interests of the workmen themselves. Even as to such questions as wages, Mr. Bonner does not see how any legal enactment could effect a just and proper settlement. Such a settlement might be obtained in some few particular lines of manufacturing, as where the same cloth is woven on the same loom day after day and month after month. The witness does not see how wages can be adjusted in general business otherwise than by free contract. (386, 387.)

Mr. STILES, a master painter, does not see how the employment of "free men," that is, nonunion men, can properly be made a matter of arbitration. (342.)

While Mr. WEBSTER, a machinery manufacturer, is in favor of labor unions generally, and believes that many of their demands are just, he declares that the demands of the building trades council are arbitrary and outrageous, and that the only thing to do is to fight them. While arbitration is desirable so far as possible, it may be out of the question to arbitrate such demands as go against the very principles of our free institutions. (154.)

Professor TAYLOR says that he does not believe in compulsory arbitration, because there would be no way of enforcing the decisions upon the employees except by imprisonment, so that their liberty would be pitted against the money of the employer, who could pay fines. On the other hand, the establishment of councils of conciliation similar to those in France would be very advantageous. Such councils or boards of arbitration ought to have the power to compel the parties to disputes to appear before them and to endeavor to bring about a settlement. Pending such a negotiation, strikes and lockouts should be prohibited and the interests of the whole people thus protected. Public sentiment would be a

very powerful factcr in bringing about a just settlement if the facts were made known by the investigations of such councils. (533, 534, 544.)

Mr. GINDELE, a general contractor, used to think that arbitration would be a proper method of settling labor difficulties, provided the arbitration were just. He served as a member of a board of arbitration for several years, and it was constantly necessary for the contractors to make unjust concessions in order to maintain harmony and peace between the two organizations. Moreover the labor union finally got such an idea of its strength that its representatives would come in with a list of written demands the concession of which they would demand as a preliminary to arbitration. Mr. Gindele does not care for arbitration of this kind. (367.)

D. Difficulties and limits of arbitration.—Mr. BISNO, former deputy factory inspector of Illinois, believes that the condition of both employers and employees would be improved if strikes and lockouts were prevented and if all differences were submitted to arbitration. It has been the experience of the workingmen, however, he declares, that employers have usually refused to arbitrate when the workingmen have offered to do so. This was the case in various strikes of the coat manufacturers in Chicago. It was also the case in the Pullman strike and in the Norton Brothers' strike. There is a feeling among the workingmen of the city that the employers regard an offer to arbitrate as a sign that the workingmen do not expect to win; so that it is not a wise thing often for the workingmen to clamor for arbitration. Nevertheless, the working classes, the witness thinks, can be brought to favor settling all difficulties by arbitration, provided it is fair arbitration. They would not be willing to have their disputes submitted to some arbitrator or judge over whose selection they had no influence. (65.)

XV. MISCELLANEOUS EVIDENCE AS TO LABOR MATTERS.

A. Efforts for bettering conditions in Chicago.—1. *Social settlement work in Chicago.*—Professor TAYLOR, president of the Chicago Commons Association, states that the Chicago Commons is a social settlement which was established 6 years ago. There are 13 such settlements in Chicago now, the first being Hull House, which was established 1 year before the Chicago Commons. These settlements are mostly nonsectarian. Some of them are chiefly intended for the Jewish population. There is a federation of Chicago settlements, which meets 3 or 4 four times a year for mutual advice and information. All of the settlements work in entire harmony.

Social settlements were first started by university men, and there is still a connection in many instances between the universities and the settlements. In the case of the Chicago Commons there is a small group of people, representing the more privileged classes, who voluntarily live at the settlement and conduct work there. Other persons come to aid in the various forms of activity. The residents live cooperatively at their own expense, while the cost of the building and of the maintenance and apparatus, which now amounts to nearly $6,500 per year, is made by contributions from various sources. Contributions are especially secured through the influence of the Commons, a paper published by the settlement.

The Chicago Commons has recently been erecting a new building, part of which is now completed, at a cost of $35,000. It contains many rooms for various clubs and educational work, a large hall seating about 500, a gymnasium, and a group of living rooms.

The most important work is that of the various classes and clubs, and this is especially significant, in Professor Taylor's opinion, because of the contact of personalities. The more privileged and less reserved give out to the less privileged and more reserved, but the instructors themselves receive also many benefits. The people have met the workers more than halfway; they come scarcely at all for charity, but chiefly for social privileges and instruction. There are now about 89 different clubs and other occasions of meeting weekly at the settlement, with an average of 3,775 attendants weekly. There is usually a fee of 25 cents, merely nominal, for membership in the various clubs and classes, the fee itself being imposed by the members and being in some cases waived. The witness submitted a detailed schedule of the various appointments and meetings.

The work of the settlement is nonsectarian. The new building has been erected on the site of an old church, and as a condition of giving the land free of rent the church has been permitted to hold its services in the building. To this, however, there has been no objection from the Catholics and secularists, or any other constituents of the settlement. It has been so free from proselyting and has so succeeded in unifying the community that no sectarian objections were raised.

Professor Taylor believes that the Chicago Commons and the other settlements have exercised a material influence in improving conditions, although they are only a drop in the bucket. Juvenile crime in the neighborhood of the Commons has been reduced to some extent by the provision of opportunities, formerly lacking, for play and instruction. There has been little violence in the streets in the vicinity of the settlement. Women come and go there unattended in perfect safety. There has been a great improvement in cleanliness on the part of the people, especially of the lower grade of Italians, despite the fact that housing conditions in the neighborhood are still pitiably inadequate. In the 6 years there has never been in the house of the settlement any contagious diseases, except mumps and whooping cough, although children have lived there. The settlement has also made it a practice to take children on excursions or to camp in the country. Last year 1,285 people were taken into the country for periods ranging from 1 day to 6 weeks. Many of the children had never seen the country before.

The Chicago Commons and other settlements have also exercised influence in connection with the city government. The aim has been to cooperate with the various public departments, especially those of schools, health, police, and buildings, and in no way to duplicate agencies. A club is being formed in the Seventeenth ward, where the Chicago Commons is located, for the purpose of educating voters, by meetings held in their own houses, on the value of their ballots and on the issues of the day. The workers in the settlement have also been active in securing the prosecution of corrupt election officials, and Professor Taylor believes that municipal reform can be greatly promoted by the rallying of the better elements of both parties in neutral centers of this sort for the purpose of getting the balance of power and influencing party methods and municipal politics.

Finally, Professor Taylor holds that one of the principal results of social settlement work is its reflex influence on the more privileged classes themselves. The witness would not be willing to lose the larger contact with people and with life which comes from living in such a place. The more privileged class learn from the work of such institutions to take a different point of view regarding the working classes, and to treat them differently. Professor Taylor does not believe that workers in the settlement become warped or radical, but thinks that the employing classes should be grateful to those who live where they can get influence over the working people and become familiar with their conditions and thoughts. (545–553.)

B. Other evidence.—1. *General character of working people in Chicago.*—Professor TAYLOR says that 6 years ago the Chicago Commons started a series of weekly meetings for free discussion of topics interesting to the working classes. It was announced that no favor would be shown and that all sides of questions would be freely considered. The liberty of speech at these meetings has never been restricted. There is an average attendance of 100 men, and the extremes of thought meet there. There are anarchists and over against them socialists, with a strong conservative group between the two extremes. The attendants include many trade unionists. They represent various nationalities. There are also numbers of the more highly educated class, who attend largely for the purpose of learning the views and characteristics of the people. All sorts of questions have been discussed at these meetings. While extreme views are often presented on various questions, there has practically never been any occasion to appeal for order, and there has been apparently a growing spirit of toleration and a toning down of the extreme views. The witness believes, in fact, that opportunities for absolutely unrestricted discussion of this sort constitute a safety valve, and that they knock off the sharp edges of the various opinions. He does not believe that nihilists and anarchists make converts at these meetings, but that they make their position better understood, and that they often come to see that they do not stand so far apart from more conservative people. Thus the witness has heard anarchists so define the self-interest which they claim as their only motive as to include sympathy and service to others and to approach toward the socialist point of view. Among anarchists there are very few Americans, most of them being Russians and Germans. A good many Americans are coming to be socialists, not usually so much in the broad sense of favoring state collectivism as in the sense of favoring increased public activity, municipal ownership of public utilities, etc. Among anarchists the witness believes that he has observed during the past 6 years a great decrease in the reference to and defense of the use of force; in fact it is much oftener deprecated than advocated. In practice, many anarchists seem to recognize the necessity of some form of government, although they would refer to it as voluntary cooperation rather than as coercion.

Professor Taylor says further that as the result of his 6 years' residence among

the common working people his respect for the average man and woman has increased a thousandfold. He has found them more patient, more faithful, more desirous of earning their own support, less given to drunkenness, and more law-abiding and peaceful than is ordinarily believed. (545-548, 551.)

2. *Wages and general condition of labor.*—Mr. RYAN, of the Morgan-Gardner Electrical Company, declares that the workingmen of the country generally, especially mechanics, are much better educated to-day than 20 years or 30 years ago; that their wages are about double, and their general condition of living much better. On the other hand, he questions whether, as a rule, they are quite as honest in rendering a day's work for a day's wage as formerly. (290.)

Mr. BLISS, a painting contractor, declares that, as a rule, all over the country wages are falling. In Massachusetts, according to the State bureau of labor, average annual earnings were $446.41 in 1895, $426.26 in 1896, $422.26 in 1897, and $421.28 in 1898. In Pennsylvania, as reported by the commissioner of internal affairs, the average wages, obtained by dividing the total wages paid by the average number employed, were $489.14 in 1892, $462.50 in 1893, $412.07 in 1894, $443.52 in 1895, $439.36 in 1896, and $428.75 in 1897. The figures of wages in the Aldrich report show a decrease of about 20 per cent from 1872 to 1891. As summarized by the statistician of that report, they show an increase of 6 per cent. That, however, is obtained by a juggle. The statistician put the foremen and overseers of departments each in a class by himself, and the increase in wages of each such person was given the same weight as the increase or decrease in wages of classes including large numbers. The increased wages of foremen do not represent increased pay for the same work, but increased pay for greater efficiency in a position of greater responsibility.

The purchasing power of wages has increased, if only food and clothing are taken into account. It is probably not increased when the increased rents and expenses for car fares are taken into consideration. A workman with a family can not earn a living in Chicago without sending his children into the department stores and the factories. The girl who goes into a store has to dress better than she otherwise would have to dress, and from this cause and others the necessary expenses of the working people are greater than they formerly were. There is evidence to show that the girls in the department stores can not support themselves without resorting to immoral practices. If a man loses his job, it is almost hopeless to look for one. The opportunities for general education are better than they used to be, but in many respects the condition of the body of the people is growing worse. (254–256.)

Mr. GEORGE F. HARDING, Sr., does not think that the ordinary man is more prosperous than he was years ago. At the present moment there is an upward tendency, but this is only a reaction from the period of depression, exactly similar to the reaction of 1879. We are settling down toward pauperism. (167.)

Mr. ROUNTREE, of the Turner Brass Works, says that most of the men employed work by the day. The company prides itself on its high grade of work, and piecework tends to lower the grade. The success of such work as is done by this company depends greatly on the interest and high skill of the individual workmen. (31.)

3. *General relations of employers and employees.*—Mr. WEBSTER, a machinery manufacturer, thinks that some manufacturers want to make as much as possible out of their employees, but that there are others who would rather see their men happy and comfortable than to make all the profits themselves. Men who are working happily and contentedly will produce more; they will try to make everything count. Both employers and employees are apparently becoming gradually more altruistic, more regardful of one another's interests. The real interests of both are identical.

Mr. Webster thinks that we are gradually coming to recognize that there is another unit of value than the dollar. He believes the time will come when a man will be disgraced in society for taking the blood out of his employees; when people will not think it is the greatest thing in the world to accumulate a vast sum of money; when manufacturers will recognize that great ethical principles are more to be considered than mere profit. At present men are thought none the worse of because of commercial piracy, but the witness thinks the idea of fair dealing is growing steadily. (153.)

Mr. RYAN, of the Morgan-Gardner Electrical Company, Chicago, states that he began life as a workman, and has learned that it is desirable for employers to treat their men well. He has accordingly made it a rule to meet his employees at all times, no matter when or how they came to him. He makes it a practice to recognize committees of the men, although he does not deal with representatives of the unions as such. He pays his men well, and takes care to make the

sanitary condition of the factory as good as possible. The result is that he has no men who do not try to render him an equivalent for their wages. The witness admits that the fact that his establishment is comparatively free from competition and has a constant demand for its product enables him to be more liberal with his men than some other employers.

Mr. Ryan believes that there would be much less friction between employers and employees if they should try to get together and adjust difficulties without strikes. The American mechanic is an intelligent man, who wants to do right, and if he is treated rightly he is easy to get along with. Where strikes occur there is usually hard feeling between the parties even after the settlement. (290–295.)

Mr. McGARRY, a boiler manufacturer, thinks that a great deal of the difficulty with strikes would be avoided if the employers would take the workingman's place for a week. Most of them do not understand the workingman. If the representatives of the various unions and of the contractors should come together with good feeling they could easily settle the difficulty. A great many employers have never had any practical experience either as workmen or in business. They can not figure what a man is able to do in a day. If, after carrying on business for a time, they find they are losing money, they think they must cut wages down. It is easier for workingmen to deal with employers who have been workingmen themselves. In the experience of the witness the workingmen have practically always been on the right side of labor disputes. (307–311.)

Mr. DAVIS, a contractor, believes that the only remedy for industrial troubles is mutual service and even self-sacrifice on the part of employer and employee. The employer should put the best that is in him into his business, employ all the men he can, and pay the highest wages he can. When the men feel that he is a part of them and they are a part of him, and not until then, we can settle this question. (423.)

4. *Labor legislation.*—Mr. BISNO, formerly factory inspector of Illinois, is in favor of legislation to protect labor, especially by limiting the hours of labor and by restricting child labor. He thinks that the constitutions of the States and of the Union should be amended so as to permit legislation which is now held to be contrary to the right of free contract.

The witness does not believe that it would be wise for one State to hold back in enacting desired legislation until other States or all the States join in such legislation. The establishment of a reform in one State will tend to promote agitation in its favor in other States. The witness refers, for example, to the fact that certain employers in Illinois, after the passage of the child-labor law in that State, exerted themselves actively to secure the passage of a similar law in Indiana, in order that they might not suffer from the competition of the adjoining State. It is true that the laws in the South are less stringent as to the hours of labor and the employment of children than those in the North. There are other advantages also which Southern manufacturers have in competition, but the high skill and intelligence of Northern workmen is able to overcome these differences in conditions. The bureau of labor statistics of Massachusetts, for example, declares that there need be no alarm over the competition of the Southern States. The witness recognizes, however, on being questioned more closely, that wages and conditions of labor are materially affected by general competition. (59, 62, 64.)

Mr. MADDEN says that we must have laws under which we can live, they must be so executed as not to be burdensome on the people, and the people must have confidence in those who pass the laws and those who execute them. A right public sentiment and the active exercise of the duties of citizenship must be depended upon to give better social conditions. (113.)

Mr. PLAMONDON, president of the Illinois Manufacturers' Association, says that the present prosperity of the country might easily be checked by careless legislation, which should frighten capital and interfere with progress. On the other hand, he admits that the interests of labor deserve recognition as truly as those of capital. (3.)

Mr. McGARRY, who formerly was a workman in England, thinks that the British Government has taken greater care of its workmen by legislation than the American government. (308.)

5. *Reduction of hours of labor.* (See also as to machinists' strike, p. CXX, CXXV; as to hours in building trades, p. XLVI.)

Mr. BISNO, formerly factory inspector of Illinois, thinks that the hours of labor, both of children and of adults, should be limited by law. The witness is in favor of the 8-hour day, but thinks that even a 10-hour limit would be an advantage. During the present busy times manufacturers in Chicago are working their men

12 or even 14 hours a day. Overtime is paid extra, but men are injured by working such long hours, and for them to work extra time tends to keep others from securing employment. Their working overtime is not entirely voluntary; they would lose their positions often if they did not do it. The witness thinks that the improvements of machinery have so increased the ability of the country to produce wealth that a limitation of the hours of labor is necessary to prevent overproduction. By limiting the hours, work could be distributed more equally among the people. If it should be found that the 8-hour day would still leave men unemployed, the hours might be reduced to 6 or even to 4. The witness does not especially favor limiting the hours of labor on farms, but he does not consider that special laws concerning factory employees constitute undesirable class legislation. If hours were fixed by law, the witness believes that wages would adjust themselves without legislation.

Mr. Bisno thinks that immediate legislation should be enacted for the protection of persons under 21, and of women, so far as this can be done constitutionally, and that steps should be taken to amend the constitutions of the States so as to permit legislation restricting the hours of adult male labor.

Mr. MILLER, a manufacturer of sheet iron, says that the 8-hour day is satisfactory in large cities. There men have to travel an hour or more to get to their work, so that 8 hours of actual labor often amounts to the 10-hour day. (352.)

6. *Attitude of employers toward unions.*—Mr. BISNO, formerly factory inspector of Illinois, says that there are in Chicago nearly 110,000 persons working for employers who refuse to permit them to join unions. For example, the street-car men, those employed at the stock yards, the employees of the Pullman Company, of the Deering, McCormick, and Crane establishments are not permitted to join unions. If the men attempt to form an organization they are discharged. Any committee which appears before any of the firms represented in the stock yards, or any man who is connected with an organization, is discharged. Three of the largest printing establishments in the city have also defeated the employees in strikes and are now maintaining scab shops. The same thing is true of some of the large cigar manufacturers. There is no chance for men to form an organization where the employer has large capital and can afford to send his agents into the South and into other States to bring men to take the place of strikers. Almost every workingman in Chicago has been a member of a trade union at one time or another, but many have been unable to maintain organizations. The building trades are the best organized in the city. (49.)

7. *Trade schools.*—Mr. NICHOLSON, a contractor, thinks that one of our most serious troubles is the difficulty of teaching handicrafts to American young men. The trades unions have their restrictions upon apprentices, but, besides that, the apprenticeship system has been outgrown. It was suited to a time of small employers, who could have each his own apprentice in his own house, and teach him his trade and watch his habits and his morals. The employer of this day can not teach an apprentice, and the men have neither time nor inclination to do it. A boy learns bad habits, bad ideas, and discontent quite as fast as he learns his trade by association with the workmen. Germany owes her industrial advancement very largely to trade schools. The witness knows of only one trade school in the country whose methods he approves; that is in New York. There ought to be schools all over the country where boys could become expert both in the manual and in the theoretical parts of handicrafts. (105, 106.)

8. *American and European labor.* (See also under *Foreign trade*, p. CXLIX.)

Mr. MCGARRY, a boiler manufacturer, who was formerly a workman in England, thinks that American mechanics will turn out more work in 2 days than European mechanics turn out in 3 days. English mechanics are remarkably skilled, but they fool away their time and do not show the energy which is found in this country. They are, however, getting constantly better educated. There is no danger that the mechanic of England or any other country will cut out the American mechanic. (310.)

Mr. NICHOLSON, a contractor, says that the European mechanic is slower than the American; he does not work as hard as the American, and he clings to old and clumsy methods; but he does his work very well. In Germany and Sweden and Bohemia the bricks are so big and clumsy that a man has to lay them with both hands, 1 brick at a time. Machinery is used much more freely in America. Germany is buying our machinery, as, for instance, that for making boots and shoes. On the other hand, we are buying Germany's sugar machinery. (107.)

9. *Foreign born—Character and progress.*—Mr. MADDEN, president of the Western Stone Company, says that Chicago has people of every nationality under the sun, but that they are all law-abiding citizens and are rapidly becoming assimilated to the native population. Their children attend the public schools, and nearly all the children of the poorer people go through all the grades of the grammar school. (113.)

10. *Cooperation.*—Mr. ROUNTREE says that he has given some thought to the subject of cooperation and profit sharing as remedies for labor difficulties, but that, so far as he knows, no such scheme has ever been successful for any considerable length of time. He fears that human nature, both on the side of the employers and of the employees, is such as to prevent its success. (37.)

Mr. NICHOLSON laments the lack of cooperation among the workingmen, both in respect to stores and in respect to the acquirement of homes. He contrasts our conditions unfavorably, in this respect, with those of England. (101, 103.)

11. *Homes for workingmen.*—Mr. NICHOLSON, a contractor, declares that he never yet saw a person who did not want to own a home, except, perhaps, a tramp. It has not been possible in recent years for workmen in American cities to buy homes. He believes that 20 per cent of those who did own homes have lost them during the last 10 years. The ownership of homes has a most conservative and helpful influence upon the workingmen. The conditions in this respect are much better in small cities than in Chicago. The high prices at which lots are held and the unsteadiness of work are the two great influences which make home ownership impossible. The unfair assessment of vacant lots as "acre property" at a nominal valuation encourages the holding of vacant lots for speculation, and increases the difficulty of home owning. (101–103.)

Mr. Nicholson speaks with admiration of the city of Birmingham, England, which destroyed some of its plague spots, and rebuilt them as a municipal investment. The result has not been unprofitable financially, and has been most excellent socially. The witness also approves of the New Zealand law under which the government has bought large domains, cut them up, and sold them on easy terms to small purchasers. (103.)

12. *Strikes and prosperity.*—Mr. WEBSTER, a machinery manufacturer, says that there is more likely to be agitation among laboring men during times of prosperity than at other times, because they believe that they can accomplish more. On the other hand, a strike may also be an indication of bad times. (152.)

Mr. PREECE, of the bricklayers' union, says that prosperous times are best for strikes. In dull times there is no opportunity to strike—there is nothing to do. (480.)

13. *Contracting system vs. day labor.*—Mr. WOODBURY, president of the carpenters' district council, believes that the old system of day work is better for the owner and better for the journeyman than the present contract system. For this reason, as well as from an indisposition to use the workmen's strength to build up the employers' organizations, he is opposed to the agreements which bind the union men not to work for any but the members of the contractors' associations. (459.)

14. *Attitude of workmen toward public work.*—Mr. BLISS, a painting contractor, declares that the workmen have no regard for the public interest in public work, such as schoolhouses. They say that the contractors ought to get a good price for such work, so that the men may have jobs there and not have to work so hard. (251, 252.)

15. *Large employers favored by workmen.*—Mr. BLISS, a painting contractor, declares that he has noticed among the painters that they have been rather desirous of crushing out the smaller contractors. The bricklayers also seem to be favorable to the large bosses rather than the small. Before the bricklayers had trouble with the bosses one of them could not start an independent business. The unions seem to think that it is better to have a few large employers. (252, 254.)

16. *Government savings banks.*—Mr. NICHOLSON, a contractor, thinks that government savings banks should be established. He has known several workingmen to lose one or two or three hundred dollars by savings bank failures, and he mentions several such failures by which he and his friends have lost. Under existing conditions there is no safe place for a workingman to put small savings. (107.)

17. *Pensions for workingmen.*—Mr. NICHOLSON, a contractor, approves of the systems of old age pensions which exist in Germany and New Zealand, and wishes that a similar system might be established in Illinois. (104.)

18. *Machinery—Effect on labor.*—Mr. RYAN, of the Morgan-Gardner Electrical Company, thinks that the strain on mechanics is made less by the use of improved machinery than it formerly was. On the other hand, workmen must be better educated than before; they must understand the machines they are handling. In the use of most modern machines it is possible for workmen to sit down and often to do nothing but watch the machine. (292.)

19. *Street car service in workingmen's districts.*—Mr. NICHOLSON, a contractor, protests against the wretched street car service which is furnished in the workmen's districts of Chicago, and declares that, simply by reason of the poor service, the dwellers in those districts ought to ride at half fare. (104.)

20. *Amalgamated Society of Engineers.*—Mr. REID says that he has no doubt that the great strike of the Amalgamated Society of Engineers of Great Britain resulted

in sending a large amount of work to this country which would otherwise have been done in England. During that strike the machinists in the United States assisted their fellow-workmen in Great Britain, and the amalgamated society is preparing to return the debt by assisting the strikers in this country. (193.)

21. *Why American boys do not learn trades.*—Mr. NICHOLSON declares that after the 8-hour system was established in bricklaying twice as many American boys as before applied for places as apprentices. The better the conditions of labor are made the better the class of men that will go into the mechanical trades. (106.)

22. *Right to employment.*—Mr. BISNO thinks that under modern conditions, where a man's labor becomes so specialized that he can only work in immediate connection with a particular machine, so that in fact he becomes a part of a machine, he earns a certain right to employment in connection with that machine; it constitutes his sole means of support. For an employer to reduce wages is to interfere with his civil rights; it is an act of war. The business of the employer has grown up partially because of the labor of the workman, and the workman has some moral right to retain his job. Accordingly, the workingman on strike has a certain right concerning the property of his employer; this is the justification of picketing, and of all attempts to prevent the employer from getting other workmen. (56, 57.)

23. *Chicago schools.*—Mr. MADDEN states that the average daily attendance at the Chicago public schools is about 331,000. Nearly all of the children of the poorer class go through all the grades of the grammar school. Nothing will advance the interests of the country more for the future than to enable the men of the present to earn money enough to let their children get a decent education. (112.)

24. *Incorporation of trade unions.*—Mr. WILSON, vice-president of the Amalgamated Association of Machinists, says that that organization has not considered it wise as yet to incorporate, because it is ignorant as to what the advantages and disadvantages and the general effects of incorporation would be. The funds of the organization are safeguarded by requiring bonds from the officers. (489.)

25. *Sliding scales.*—Mr. WILSON, vice-president of the International Association of Machinists, believes that sliding scales for the governing of wages should be established wherever possible, although they are very difficult to work satisfactorily. He believes that ultimately there will come a system of cooperation between labor and capital, with the entire elimination of ordinary wages. (498.)

XVI. MISCELLANEOUS TESTIMONY NOT RELATING TO LABOR.

A. Character and prosperity of certain industries.—1. *Turner Brass Works.*—Mr. ROUNTREE, president of the Turner Brass Works, Chicago, says that that concern manufactures various kinds of brass specialties. It casts its own brass, and has a finishing and polishing department. The witness believes that cast brass is made in exactly the same way to-day as it was a thousand years ago. The company employs about 150 persons, all men and boys. About half of the grown men are native Americans. The company has customers all over the United States, in various lines of business. The use of brass is governed to a considerable extent by fashion. In times of prosperity more brass will be used, and in times of depression more iron. Iron can be plated to look like brass. Nickel goods can be made with iron as the basis instead of brass, although they are not so good. (28, 30.)

2. *Manufacture of mining machinery.*—Mr. GATES, a manufacturer of mining machinery, says that the business of his firm is at present highly prosperous. In fact, the business done has increased about threefold since the panic of 1893, notwithstanding the lower prices. The establishment is now from 3 to 9 months behind in some of its work. There is some difficulty in making collections, but the losses are still slight, and the witness thinks that his customers are generally prosperous. The foreign trade is an important feature of the business, and the witness believes that the prosperity of American manufacturers generally will depend more and more on their foreign trade. (20, 21.)

3. *Coal-mining machinery.*—Mr. RYAN, of the Morgan-Gardner Electrical Company, Chicago, states that that company has been engaged in the manufacture of machinery for mining bituminous coal for the past 13 years. The machines made are intended to undercut the coal. The company also manufactures the dynamos which furnish power for the machines, and motors for hauling the coal to the main entry, by a rail return system. The witness thinks that one of these machines will undercut as much coal in a day as 15 miners, but that the increased number of men required for loading and handling the coal prevents

any extensive displacement of labor. He believes that in Pennsylvania, Ohio, and Indiana about two-thirds of the mines are equipped with either electrical or compressed air machines, and in Illinois about one-third of the mines. The natural conditions in some mines prevent the use of machinery. There are only three establishments regularly engaged in the manufacture of coal-mining machines, and the competition is not very close. The Morgan-Gardner Company, at any rate, has always had all the work it could do. The use of machines has become general only during the past 4 or 5 years. (289, 291.)

4. *Mosaic work.*—Mr. DAVIS states that the first mosaic work that was used, an imitation of the Roman work, was made of bits of marble. The design is drawn on paper, of full size, the bits of stone are glued to the paper, and then the whole is pressed into the bed of cement prepared for it and the paper is soaked off. There is another kind of mosaic known as ceramic, made of tiles. (423.)

B. Foreign trade in machinery.—Mr. CHALMERS, of Fraser & Chalmers, manufacturers of machinery, says that that company does a large export trade, about 40 per cent of its entire business being foreign. The company manufactures all kinds of machinery for mining and treating the various precious metals. It sends its mining machinery to every country where mines are carried on. Its chief competitors in the business are Belgium, England, and Germany. The lower wages, the longer working hours (particularly in Germany and Belgium), and the favorable rates of freight give these countries an advantage. Fraser & Chalmers have a shop in England, and the wages there average 40 per cent less than in Chicago. On the other hand, manufacturers in the United States have some advantage in the way of cheaper fuel and cheaper and better iron. Moreover, there is no country in the world where the individual workman turns out as large a product as in the United States. Men here are fed better, they are more intelligent and energetic, and less often drunk. Nevertheless, if machinery manufacturers granted the present demands of the unions they could not compete against the world at large.

Mr. Chalmers says that the reason why his firm has established a large plant in England is that it found that its patterns and models were being copied there, and that it found the conditions of shipment to various foreign markets more favorable from Great Britain than from the United States. (11, 16.)

Mr. GATES, a manufacturer of mining machinery, says that during the recent trade depression the foreign business of his firm was sometimes as high as 35 per cent of the total. It is still from 20 to 25 per cent. The firm has been steadily working for foreign trade since 1887. The witness believes that if it had not been for the foreign trade the firm would have failed during the hard times. At present it is inclined to sacrifice its domestic trade for the sake of keeping its foreign trade, with a view to protecting itself against another period of depression. The prices in foreign markets do not fluctuate as much as in this country. The chief foreign markets are Great Britain, Germany, Australia, and South Africa, but there are various others. Most of the foreign trade is done strictly with the consumers, chiefly large mine owners, having large capital and fully responsible. The American manufacturers of mining machinery meet competition from England and Germany chiefly. The manufacturers in those countries have a great advantage in the cheapness of labor. Their wages, as a rule, are less than half those paid in this country. But the American workmen are of higher efficiency, and American manufacturers have improved tools and better superintendence. The average quality of the foreign product is about equal to that of the American product. The foreign manufacturers have some advantage in water transportation as compared with American manufacturers, but the rates of railroad transportation are lower in this country. (22, 23.)

Mr. BARTON, of the Western Electric Company, says that that company has factories at Chicago and New York, and also large establishments at Antwerp, Paris, Berlin, and London. In Europe hours of labor are long and wages much less than in this country, common labor being paid about one-fifth as much as here. Nevertheless economy of production is not the motive that leads the company to manufacture in Europe. It wishes to have its factories nearer to the market, so that it can meet exactly the demands of its customers. Moreover the foreign governments, which are themselves large customers of the company, require the articles that they buy to be made in their own countries. The Western Electric Company still exports its products largely from the United States. The electrical manufacturing concerns generally in Germany are very prosperous and are growing rapidly. (298.)

Mr. L. BOARD testifies that he manufactures chiefly automatic machinery for making tinware and particularly tin cans. This machinery is largely subject to patents. The chief users of the machinery are manufacturers of tin cans and

packers of meat, manufacturers of condensed milk and fruit packers, who themselves frequently manufacture cans. The witness has a large number of customers who are machinists, and they are affected by the present strike, so that the demand for his machinery has fallen off.

The witness has shipped machines to foreign countries to a considerable extent. In 1898 fully 40 per cent of his product went abroad, chiefly to Australia, New Zealand, South America, and Great Britain. At present the foreign trade is only about 10 per cent of the whole, owing to the better demand in this country. The witness says that a large amount of English steel is used in the manufacture of his machinery, partly on account of its better quality, and partly because of the preference of the foreign trade for English steel. No drawback is received on the export of machines. The chief competitors in foreign markets are the English and the Germans. They have the advantage of very much lower wages, those in England being about two-thirds of those paid here. On the other hand American mechanics are more expert and work faster. The machines are so arranged here that men have to get into the habit of working more rapidly. The low cost of labor in foreign countries tends to check the use of automatic machinery of the kind made by the witness. (39, 44.)

Mr. ROUNTREE, of the Turner Brass Works, says that that company has very little foreign trade. It manufactures some aluminum products which go abroad, but the brass products do not. (34.)

C. Combinations of capital and trusts.—1. *General character and effects.*—Mr. CHALMERS, a manufacturer of machinery, says that the attitude of the legislature and the courts in Illinois toward combinations of capital is tending to drive them out of the State. Recently the American Tin Plate Company, the National Steel Company, and one or two others have moved their offices to other States, especially because of the decision of the supreme court of Illinois in the glucose case.

Mr. Chalmers thinks that there are some bad combinations, but that where a combination is formed on a fair capitalization it can manufacture cheaper than small concerns and can benefit the consumers. (10.)

Mr. BOARD, a manufacturer of machinery, thinks that industrial combinations are usually advantageous, although those which are formed simply to force up prices are evil. When competition is so fierce that there is no profit to anyone, and when buyers can not tell what their competitors are paying for goods, industry suffers. It is better to have open prices, so that each buyer may know what his competitor pays, and this result comes about from the combination. (43.)

Mr. GEORGE F. HARDING, Sr., declares that the trusts ought to have been stopped long ago; they ought to have been prosecuted. There are laws against trusts, just as there are laws which forbid the violence of trade-union men against nonunionists, but they are not enforced. The public authorities do nothing against the trusts. The witness has no faith in restrictive laws against them. He thinks little of publicity as a remedy for the evils they bring. If publicity would limit the rates of dividends or the prices of the trusts, then it would be of value. "There has been a great deal of publicity about the Standard oil; but I never heard of Rockefeller feeling bad about it, or anyone blushing for his acquaintance." He would limit the capitalization of the trusts, their charges, and their dividends.

Mr. Harding has never had his attention called to any case in which a trust has reduced the price of any commodity which it furnishes. He mentions the case of paint, which was worth from 62 to 65 cents per hundred several years ago, and which, when the trust was formed, was put up to $3 and has since been kept at about $2 to $3.

Mr. Harding declares that trusts have so advanced the price of building materials as to increase the cost of building by from 50 to 100 per cent, as compared with the cost a year ago. Nothing is of greater public importance to-day than the search for some mode of checking the power of these great corporations. They have their workmen entirely at their mercy. If their men resist their encroachments in one place they have only to close that plant and do their manufacturing elsewhere. The greatest danger to the public at large, however, is the danger of a combination between trusts and the labor unions. Such a combination would be irresistible to the outside public, and Mr. Harding believes that it will come and has come. (160–167.)

Mr. BLISS, a painting contractor, does not believe that combinations of any kind are right in principle. He can defend them only as he can defend war, on grounds of self-defense. When combinations are formed to put up prices and limit product the workmen are compelled to form combinations also. (253.)

Professor TAYLOR says that the working people of Chicago look upon the trusts and other combinations as a transitional phase of the evolution of unrestricted

competition to a more cooperative commonwealth. Recently some of the workingmen refused to support the movements against department stores, declaring that combination is one of the elements of progress. (552.)

2. *Effect on labor.*—Mr. BLISS declares that if a man is out of a job it is almost hopeless to look for one, and that this is due to the existence of industrial combinations, which destroy competition and limit opportunities for employment. The labor unions are a help to the workmen under these conditions, but they are only a palliative. To get at the root of the matter the workmen must vote to do away with the conditions that make labor organizations necessary. The trusts increase the cost of building, and this will increase his rents and decrease his employment. (254, 255.)

Mr. HILL, business agent of the slate roofers' union, fears that with the growing power of the trusts, to be discharged by a trust is equivalent to giving up the occupation to which a man has been trained for a lifetime. Even if a trust concedes higher wages and shorter hours, this may not be permanently advantageous to the workmen if the trust refuses to recognize the labor unions. The question is, what will be the policy toward united labor when the trust is more fully established. When the workmen have to meet a single employer who speaks for any trade the need is greater than ever that the workmen also be represented by a unified organization. (483.)

3. *The American Bicycle Company.*—Mr. JEFFERY, a bicycle manufacturer, says that the manufacturers of bicycles, before the formation of the American Bicycle Company in 1899, found competition very close. There had been a very large number of failures among them. In fact there are in existence now only 2 firms which were in existence 10 years ago. Mr. A. G. Spalding was the first to propose the formation of the American Bicycle Company. The various concerns which entered the company sold out their business absolutely. The Gormully & Jeffery Company sold for a certain price and took as part of the purchase price some stock and bonds of the new company. The witness made an agreement that he would not again enter the business as an independent manufacturer. He is now an employee of the American Bicycle Company. He would prefer to be in business independently, but he thinks that the American Bicycle Company will be advantageous in preventing such losses as have occurred in the past. The company is so new that it has not been able to calculate the actual reduction in the cost of manufacture, but it has run long enough to show that economies can be effected, and later on the public will be benefited. The tendency will be to sell goods cheaper than in the past, and the profit of the manufacturers, although greater than before, will not be very great. The company, in fact, has no power to raise prices. There are so many outside concerns that these can make the price for the American Bicycle Company.

The American Bicycle Company has no direct relation to labor. The managers of the different factories employ men and manage the establishments as if they were independent, The company therefore has taken no stand regarding organized labor. (129–133.)

Mr. Jeffery says that there has been a very great growth in the bicycle business. The sales during the year 1899 aggregated fully $20,000,000. The foreign market for American bicycles has also been increasing. (129.)

Mr. SIEG says that the American Bicycle Company did not agree to buy his plant in Kenosha, Wis. It did take in the Sterling plant in that city, and is not now employing very many hands there. The witness thinks that a good many more bicycle plants have been built than will ever be needed. (136, 137.)

Mr. WORKMAN, a member of the bicycle workers' union, says that the Sterling works at Kenosha, Wis., have entered the American Bicycle Company. The number of men employed has since been reduced from 300 or 400 to about 160. The witness does not think that the combination has shown any opposition to organized labor, but believes that it has reduced the amount of employment in various cases. (264.)

D. Inequality of wealth.—Mr. WEBSTER, a machinery manufacturer, thinks that there is a strong and growing sentiment as to the danger of vast accumulations of wealth in the hands of a few. There is a tendency for fortunes of three or four or five millions to become dissipated, but enormous fortunes of several hundred millions practically can not be dissipated, but go on heaping themselves up. (154.)

Mr. GEORGE F. HARDING, sr., points out that the acquisition of great fortunes by the few makes it impossible for nine-tenths of the men to acquire property. A man who has made four or five million dollars believes, of course, that he has made it rightfully. He may have made much of it rightfully, but not much will be left for mankind if some are made immensly rich by interests in trusts. The right of property is based on the presumption of public interest in the encourage-

ment of industry. When a man is given a million or a hundred million dollars, that is too much. It should be possible to accumulate property only to an extent consistent with the interests of the public. The witness would limit the amount of wealth a man can have by an income tax, or in some other way.

Mr. Harding declares that the opportunities which formerly existed for prosperity and advancement are no longer available. Men can not go into business unless they have a large amount of money to start with. The body of the people are settling down toward pauperism. (161, 166, 167.)

E. American merchant marine—Transportation.—Mr. CHALMERS, manufacturer of mining machinery, says that the shipping facilities from New York to South Africa are good, but that the vessels are all English. A great deal of machinery has to be shipped to Liverpool or Hamburg in order to reach Australia and other foreign countries. One reason for the cheaper transportation from Europe to other foreign countries is that vessels can get return cargoes to Europe. At present immense shipments of ore are being made from Central and South America to United States ports, so that direct transportation from New York to those countries is possible. The witness declares that machinery manufacturers hope to see an increase in the American merchant marine, and advocate Government action to aid in its development. (17, 18.)

Mr. GATES, a manufacturer of mining machinery, says that the foreign competitors of American manufacturers have an advantage in the matter of water transportation, growing out of the fact that they have a merchant marine under the flags of their own nations. The wages of foreign seamen are usually lower than those of American seamen and the standard of living not quite so high. The witness thinks it possible to establish an American merchant marine in course of time without Government aid, but thinks that Government aid would greatly hasten its development. He would like to see the Hanna-Payne subsidy bill passed. (23.)

Mr. CHALMERS says that the railroads are inclined to make rates such as to favor the building up of local industries in far Western points, such as Denver, to the injury of Chicago. Nevertheless Chicago manufacturers are fairly satisfied with their treatment by the railways, and the witness does not desire to increase the powers of the Interstate Commerce Commission. (11.)

F. Protective tariff and taxation.—1. *Tariff.*—Mr. WEBSTER, a machinery manufacturer, thinks that the protective tariff should be gradually reduced and our markets opened to the world. He thinks that American manufacturers can more and more compete with those of any other nation. There are a great many more things which America could ship abroad if there was reciprocity between the nations than other nations could ship to us. Of course protective duties should be removed only gradually, and the standard of American labor should not be lowered. (149.)

2. *War revenue law.*—Mr. GATES, a manufacturer of mining machinery, says that the taxes imposed by the war revenue act of 1898 are annoying and sometimes exceedingly unjust. The chief complaint is the personal annoyance of having to affix stamps. The witness refers also to an instance where a certificate of stock was sold on a note carrying an agreement and all three of these instruments had to be stamped with the same number of stamps, although the transaction was really a single one. Mr. Gates does not, however, claim that these taxes are a serious interference with the prosperity of business. (21.)

Mr. PLAMONDON, president of the Illinois Manufacturers' Association, thinks that it would be a benefit to capital and labor if the stamp tax established by the war revenue act could be abolished.

Mr. Plamondon also favors a reciprocity treaty with France. (3.)

Mr. CHALMERS, manufacturer of machinery, thinks that it is too early to remove the war stamp tax and other special taxes. He thinks that the stamp taxes are not especially inconvenient or burdensome, and that the only persons who object greatly to the war taxes are the brewers. (5.)

3. *Taxation of vacant lots.*—Mr. NICHOLSON, a contractor, states that lots held for speculation are assessed at "acre prices," a merely nominal valuation, until the workingman puts a cottage on them, and then the assessment is immediately raised. The assessment is generally made by men who know nothing about the values of property. The witness would have everything valued and taxed at its fair price. This would cause vacant lots held for speculation to change hands, and would encourage ownership of homes. (103.)

G. Legislation against corporate interests.—Mr. MAYER, a lawyer, who has been attorney for various large corporations, thinks that "we are now in the midst of a hungry, rapacious rebellion against property rights when those property rights are owned by corporations." The actions of the legislature and of the courts in Illinois and Chicago are appalling when one considers what may be the goal of

this precipitate attack upon corporate interests. The outcry against trusts and monopolies is only a repetition of the populistic craze of a generation ago, which produced the so-called Granger legislation. The fact is that the rich, and particularly those whose wealth is in a corporate form, do not to-day stand before the law equal with other classes. These onslaughts which are being made upon corporate interests are injurious to labor, as well as to industry and the country generally.

As a matter of fact most private corporations are merely individuals in another form. They receive from the State no special privileges, such as those which are granted to railroad companies and other quasi-public corporations. A corporation is merely a convenient association by which individuals put a limited amount of capital into a common enterprise. There are in Illinois to-day about 25,000 corporations, and most of these are merely mercantile and manufacturing concerns. It is remarkable how soon the rights of the individual are disregarded when he enters into a corporate form of organization.

As an illustration of the character of the attacks made upon corporate property, Mr. Mayer refers to the antitrust law, by which any two or more individuals or interests are prevented from making any kind of agreement which will affect the price of a commodity. Thus, if three men in the honest pursuit of legitimate enterprise, driven by the ravages of overkeen competition, agree to merge their little businesses into one, they are punishable. On the other hand, the law specifically exempts associations and agreements for the purpose of maintaining or increasing wages.

So, too, the legislature of Illinois has passed a law making it a misdemeanor to interfere with the use of a trade-union label, while a label of a similar character, if adopted by a so-called combination, is treated as prima facie evidence of conspiracy.

The latest act of the Illinois legislature discriminating against capital is that which makes it a penal offense for an employer of men, whose men are upon strike, to advertise for labor without at the same time stating the fact that there is a strike or lockout at his plant.

The courts also, Mr. Mayer declares, and more especially the State courts, have been inclined to favor labor and to attack capital, and particularly corporations. A further difficulty arises from the fact that a corporation organized in one State is treated as an an alien in every other State, and practically, in fact, as an enemy. There is no reason why a corporation organized in one State should be treated as a foreign corporation in another—why, for example, it should be forced to pay a second franchise tax.

As remedies for these various evils Mr. Mayer suggests the following: (1) Uniform corporation laws in the different States, so that a corporation may not be tempted to go from the place where its property is located to another State, because it can there get greater franchise privileges. (2) Private corporations should be given every power which an individual or an association of individuals possesses. This again would remove the temptation to organize in States where the statutes are especially liberal. (3) A national incorporation act applying to corporations carrying on business which extends beyond the confines of a particular State would be desirable. This would probably require a constitutional amendment. In the absence of such an act foreign corporations should be given the same rights by the States as domestic corporations. (4) The judges of the State courts, like those of the Federal courts, should be appointed, and should hold office preferably for life. This would do away with the practice of organizing corporations outside of the State in which their chief business is located for the sake of enabling them to bring their suits in the Federal courts. (73-76.)

Federal legislation.—Mr. OFFIELD, a patent lawyer, believes that some form of Federal enactment for the protection of property rights in case of strikes is desirable. He especially believes that a Federal incorporation law would be advantageous and that it would be constitutional. (86.)

H. **Illinois Manufacturers' Association.**—Mr. PLAMONDON, president of the Illinois Manufacturers' Association, says that it is the purpose of that organization to improve the business conditions of the State. One method is by preventing careless legislation. The association includes concerns having capital of over a billion dollars and employing about 300,000 men. The directors meet twice a month and the association itself once or twice or more yearly, as occasion demands. The association has never taken up the question of labor in any manner. (3, 4.)

I. **Real-estate agents, fraudulent practices.**—Mr. GUBBINS, president of the bricklayers' union, says that many real-estate agents are in the habit of making fraudulent profits on repairs which they have made for their principals. If the contractor's bill is $75, they will have him give them a bill for $100, which they will forward to the owner and charge to him. Mr. Gubbins says: "I have done some

jobs of that kind myself when I was contracting work, where he will say, 'Well, you give me a bill for $100,' when it only amounted to so much less." (135c.)

J. Political and social reforms.—1. *Generally.*—Professor TAYLOR, of the Chicago Commons, regards the congestion of foreign-born people in our cities as a great social and political menace. In Chicago there are 60,000 or 70,000 Poles in one great mass, 40,000 Bohemians in another group, and these are practically foreign communities. In many cases these foreigners have no comprehension of our political institutions. The witness saw a parade of Italians before the last Presidential election carrying transparencies inscribed, "This club is open to political engagements," thus virtually offering their votes for sale. One employer of 400 Italians declared that the men voted as he said, and asked, "What are you going to do about it?" The workers at the Chicago Commons and other settlements have tried to exercise an influence in favor of pure elections and political reforms. Three years ago an election judge was arrested, and admitted that 70 votes had been miscounted in order to throw out an independent candidate for the city council. Several clerks and judges were arrested and sent to State prison for 3 years. Since that time there has been liberty in the exercise of the franchise in that ward.

The witness believes that the reform of the nominating system is one of the most important needs of the time, and especially that officials should be nominated practically by petition. If this reform is to be effective, there must be a rallying of the better elements of both parties to get the balance of power and to secure good nominations. Social settlements are useful centers for such movements.

Professor Taylor believes also that the greatest menace to our social and political life is the corrupt commercialism of politics, education, and religion, which introduces wrong motives and standards in all these fields. He feels on the whole that progress is being made, although centuries are too short to judge by. It is highly important that the more privileged class should come into closer contact with the less privileged; that there should be a movement toward social unification; that the foreign born should be taught the meaning of our institutions and brought into closer touch with our civilization. (547, 551, 552.)

2. *Public ownership of street railroads.*—Professor TAYLOR declares that there is a rapidly growing sentiment on the part of working classes of Chicago in favor of municipal ownership of public utilities, and that this subject will be a very important one in the coming municipal campaign. (551.)

3. *Importance of education.*—Professor TAYLOR believes that the greatest duty of the day is the education and unification of our heterogeneous citizenship and the socializing of our views of the relationships of different classes in society. This can be done only patiently and gradually, and the educator, whatever position he may hold, is the leader. It is especially desirable that provision should be made for instructing adults. We should have public school extension as well as university extension. (553.)

INDEX OF REVIEW AND DIGEST.