

EMPIRE Steel Co.

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143 W. 81st St., New York, N. Y. April 17, 1918.

To the Labor Adjustment Board,
Labor Department,
Washington, D. C.

Dear Sirs:-

The working agreement between the Wharton Miners' Union and Oxford Miners Union, International Union of Mine, Mill and Smelter Workers, and the Empire Steel and Iron Co., and the Thomas Iron Company, operating at Oxford and near Wharton, N. J. expired April 1st inst. Prior to that date conferences were held between officials of the companies and representatives of the local and International unions for the purpose of deciding upon terms of a new agreement for the ensuing year.

The miners had several modifications which they wanted to make to the old agreement, but as a representative of the International Union, I went over the matter with them, and suggested, that in view of the war situation and the necessity for maximum production they ask for no new concessions at present and be satisfied with a renewal of the old agreement. This they agreed to do and entered the conference with that purpose.

The operators, however, asked for several modifications, among them, a reduction of wages for some of the skilled and unskilled workers, an increase of the working hours for some, and the introduction of the contract, or piece work system.

These the representatives of the unions, after putting the matter before their locals, decided not to accept, taking the position that as they were ready to continue the old agreement that there might be no strike danger, the operators should do the same, which, however, the operators refused to do, and the conferences ended in a disagreement.

The matter was then taken up in Washington with Mr. Kirwan of the Labor Department, Mr. Lord of the Mining Department of the American Federation of Labor, Joseph D. Cannon of the International Union of Mine Mill and Smelter Workers, and Mr. Leonard Peckett, President of the Empire Steel and Iron Co. present. The outcome was a renewal of the old agreement at the properties of the Empire Steel and Iron Co. involved. But Mr. Barrows, who withdrew from the conference, held at Dover, N. J. previously, when the unions refused the modifications he demanded in the agreement, was not present, and later refused to consider the renewal of the agreement.

The Labor Department was again appealed to by the unions, and Conciliator, John J. Casey was sent in an attempt to adjust the differences, for which purpose, a conference was held at the office of the Thomas Iron Co., near Wharton, N. J. today.

The union representatives maintained their previously stated position, in support of which they quoted a ruling made by Secretary of Labor Wilson nearly a year ago the crux of which was that during the war, unions should not insist in enforcing union shop conditions where they had not obtained before the country's entrance into the war, and that employers should not change from union shop

conditions to non-union shop conditions during the war, a ruling, ~~in response~~ to which the International Union of Mine, Mill and Smelter Workers responded last year by withdrawing demands that had been made for union shop conditions. Now their representatives take the position that as they had withdrawn such demand in response to the patriotic appeal of Secretary Wilson, employers should not insist on refusing to renew such agreements where they now exist. In further support of this position they presented the following from the report of the WAR LABOR CONFERENCE BOARD:

"In establishments where the union shop exists the same shall continue and the union standards as to wages and hours of labor and other conditions of employment shall be maintained."

Mr. Barrows for the Thomas Iron Company refused to renew the agreement, saying he would maintain the present conditions. This, however, is a contradiction, as the "present conditions" imply the signed working agreement. Further evidence that the "present conditions" are not being maintained is seen in the fact, that the wages of the expiring agreement are based on a sliding scale, up and down, according to the price received by the operators for their iron. This has worked satisfactory, and as iron went to a high level, the miners got high wages; but now, that this sliding scale has brought the wage of the miners high, Mr. Barrows wants it modified, and for the current month he has posted a notice to the effect that wages will be the same as paid in March, which is from ten to seventeen cents a day lower than that for which the sliding scale for this month calls, and that much lower than is being paid by the Empire Steel and Iron Co., the company working the adjoining mines, giving rise to a deep feeling of dissatisfaction among the men working for the Thomas Iron Company and providing the undesired provocation for strikes, the thing we want to avoid.

Mr. Barrows says he will continue the union conditions until the development work now being done is completed, when he will meet with the union to frame a new agreement, providing the concessions he asks are embodied therein.

He says now that the reason he does not want to renew the agreement, is that the company is not producing ore, but developing, but last month he was satisfied to renew the agreement, if we consented to reduced pay and lengthened hours and accepted other disadvantages.

This is not in accordance with the ruling of Secretary Wilson last year, nor in agreement with the provisions of the report of your honorable body, and as per instructions of the local union involved, I herewith submit the matter to the WAR LABOR CONFERENCE BOARD, and the union has promised not to strike unless actually forced to so do by the company, pending your decision in the case.

Hoping for an early and satisfactory adjustment, I am
Sincerely,

Joseph D. Carriere

P. S. This action of the Thomas Iron Co., is a violation, also, of the Presidential proclamation, fixing metal prices and wages,

their determining ca. completed. No existing rate higher than any of the proposed rates, whether day work or piece work, shall be diminished.

The retroactive pay for crane men, crane repair men, hitchers, wiremen and helpers shall be figured from May 1, 1918.

Retroactive pay for all other employed at the Pittsfield Works shall be figured from _____ 1918.

ELECTION OF COMMITTEES

department The election by the workers of their representative shop committees to present grievances and mediate with the Company shall be held in some convenient public building in the neighborhood of the shop, to be selected by the examiner of this Board assigned to supervise the execution of this award, or, in case of his absence, by some impartial person, a resident in Pittsfield, to be selected by such examiner.

Such examiner, or his substitute, shall preside over elections and have the power to make the proper regulations to secure absolute fairness.

At the election, the examiner shall provide, wherever practicable, for minority representation by limiting the right of each voter to vote for less than the total number of the committee to be selected.

INDIVIDUAL CONTRACTS

The individual contracts shall be abolished and shall not be offered to employees unless they may specifically ask that it be granted them.