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CONCILIATION AND ARBITRATION  
IN THE BUILDING TRADES OF  
GREATER NEW YORK



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## CONCILIATION AND ARBITRATION IN THE BUILDING TRADES OF GREATER NEW YORK.

BY CHARLES H. WINSLOW.

### INTRODUCTION AND SUMMARY.

There have been conciliation and arbitration agreements, or agreements to arbitrate differences, between employers' associations and the unions in the building industry in New York City for more than 28 years.

These agreements, beginning with the agreement entered into by the Master Builders' Association of New York and the Bricklayers' Unions Nos. 2, 33, 35, and 37 and the Amalgamated German Unions of the City of New York, April 24, 1885, included the right to settle every character of grievance except that of trade jurisdiction. This latter question had been considered by the unions prior to the establishment of the general arbitration board in 1903 as "not a subject for arbitration" between employers' associations and the unions, but a proper subject for legislation as between one international union and another.<sup>1</sup> Moreover, the same position had been taken by the bricklayers in a communication to the mason builders as early as April 9, 1885. The communication in part reads as follows: "We fervently hope that we will be able to arrive at a conclusion, admitting that all laws governing our trade must be established by joint legislation between the unions and the employers." It is significant that the bricklayers' unions of New York have never been attached

<sup>1</sup> Section 11 of Article IX of the constitution of the American Federation of Labor which governs the practice of the unions in the building trades reads as follows:

"No charter shall be granted by the American Federation of Labor to any national, international, trade, or federal labor union without a positive and clear definition of the trade jurisdiction claimed by the applicant, and the charter shall not be granted if the jurisdiction claimed is a trespass on the jurisdiction of existing affiliated unions, without the written consent of such unions; no affiliated international, national, or local union shall be permitted to change its title or name, if any trespass is made thereby on the jurisdiction of an affiliated organization, without having first obtained the consent and approval of a convention of the American Federation of Labor; and it is further provided, that should any of the members of such national, international, trade, or federal labor union work at any other vocation, trade, or profession, they shall join the union of such vocation, trade, or profession, provided such are organized and affiliated with the American Federation of Labor."

to or affiliated with any board of business agents or any building trades council during this entire period.

The circular embodying the agreement for the first board of arbitration in the building trades, addressed to the bricklayers' unions, reads as follows:

NOTICE.<sup>1</sup>

According to agreement, the Joint Arbitration Committee of the Master Builders' Association and the Bricklayers' Unions of New York City will meet every Wednesday evening at 8 o'clock, at No. 1321 Broadway, to hear grievances and settle all disputes between employers and employees. Complaints will be received either in person or by communications.

The following agreement has been entered into by the above-named organizations, respectively:

NEW YORK, *April 24, 1885.*

It is hereby agreed between the Master Builders' Association of New York and the Bricklayers' Unions Nos. 2, 33, 35, and 37 and the Amalgamated German Unions of the City of New York:

First. That the journeymen and foremen who were members of the unions last summer be reinstated on payment of dues to date, and by the latter, of dues and assessments to date, which shall not exceed \$50.

Second. That the wages of bricklayers from May 1, 1885, to May 1, 1886, shall be 42 cents per hour, nine hours on any day; Saturday, eight hours, with eight hours' pay.

It is particularly requested that all grievances be immediately laid before the committee in order to avoid all difficulties.

(Signed)      MARC EIDLITZ, *Chairman.*  
H. OSCAR COLE, *Chairman.*

The history of the Joint Arbitration Committee of the Mason Builders' Association and the Bricklayers' Unions, as shown by their minutes, evidences that the same character of grievances that are the real contentions of to-day then gave the building industry serious concern. For example, the following grievances frequently appear: "Employment of nonunion men," "discrimination by employers," "paying under the scale of wages;" and on the part of the employers, "against the restriction of apprentices," "men leaving employers for higher wages (than the union rate)," "stoppage of work." However, notwithstanding this friction, both sides seemed content and renewed the agreement yearly. The success of the agreement between the Mason Builders' Association and the Bricklayers' Unions was followed by a second agreement. This second agreement, signed May 10, 1892, was between the Mason Builders and the Laborers' Protective Society, or masons' laborers. Only a few months elapsed before a third agreement in the industry was signed, this time between the Hod Hoisting Employers' Association and the United Association of Engineers. The agreement included, among other matters, an "understanding between the parties concerned in relation to hours of work, scale of wages, sympathetic strikes, and an opportunity to legislate their own affairs."

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<sup>1</sup> From *Industrial Arbitration and Conciliation*, by Josephine Shaw Lowell, pp. 66, 67.

In 1887 efforts to organize an employers' association included the Dealers in Building Materials, the Boss Stone Cutters' Association, the Plumbers' Association, and several others, but the Mason Builders' Association passed a resolution declining to take part in the movement. However, gradually the employers organized, and during the 15 years that followed, or until 1902, spasmodic efforts were made to organize these employers' associations into one central association, but without success.

The original Board of Delegates in the building trades was organized in 1884. This board at its inception was composed of delegates or business agents from only four unions, but by 1890 it had embraced all the unions in the building trades with the exception of the bricklayers.

In 1894, because of internal strife in the board, a dissolution took place, one faction joining the newly organized and recognized authority in the building trades, the Building Trades Council, the other remaining with the Board of Delegates.

The Board of Delegates continued its existence without recognized authority constitutionally, and for six years, or until 1900, these two hostile boards claimed the same field of action; in other words, every known method was employed by each faction to extend its jurisdiction so as to embrace all the different trades represented by the warring boards. In the fall of 1901 efforts were made to bring the factions together, and in March, 1902, the amalgamation took place, the United Board of Building Trades taking the place of the former two boards. This new board included all the strong unions in the building industry except the bricklayers. Delegates to this board were elected by each local union in the building trades and admitted to membership in the board only on credentials signed by the officers of such unions. The aims and objects were "to secure harmony and unity of action." It further provided for arbitration of jurisdictional disputes, and during its life settled 15 important such disputes.

The number of organizations affiliated was 37, of which 22 were skilled craftsmen, while 15 belonged to the unskilled class. The life of the board was short, however, as the strike of the carpenters and teamsters split the skilled and unskilled crafts asunder. The skilled trades seceded and formed a new Board of Skilled Mechanics.<sup>1</sup>

About this time, June, 1903, the 30 associations of employers formed the Building Trades Employers' Association. Each existing trade association preserved its own autonomy, but it was provided that each employer or contractor should become a member of both his trade association and the general association. This general association was to possess such powers as were delegated to it, but in no

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<sup>1</sup>January 13, 1909, the Building Trades Department of the American Federation of Labor issued a charter to the Building Trades Council of Greater New York, and September 20, 1911, on account of noncompliance with the terms of the grant, the charter was revoked.

way to interfere with the autonomy of each individual trade unit. The powers delegated to the Building Trades Employers' Association were broad and included the power "generally to determine, regulate, and control the conduct of the members of this association and the employers' associations represented on the board in all matters pertaining to their relations with their employees."

Immediately upon completing its organization the Board of Governors drafted a plan of arbitration designed to overcome the evils to which the industry had been subjected during the past 20 years or more. The intention of the board was to undertake the consummation of their scheme directly with the unions rather than through the walking delegate, and the secretaries of the unions were therefore addressed in the following communication on June 2, 1903:

For the last few years the conditions in our industry have been steadily growing worse until they culminated in the present cessation of work. As you can see from our platform and plan of arbitration, we have but one object in view, namely, to conduct our business relations in a fair, honest, and American way, and we want you to help us. \* \* \* No doubt our actions, our motives, and our plans will be attacked by those representatives of labor who are unwilling to be deprived of any powers which have been given to them or have been assumed by them. \* \* \* We refuse to believe that the rank and file of labor is acquainted with many of the acts of these representatives and of the conditions which exist in some of the trades, but how grievous they were is proven by the present standstill and the fact that within three weeks nearly 30 employers' associations of our industry have become a unit, as a living protest against oppression and extortion. We therefore call upon every conservative and thinking mechanic to attend the meeting of his union and register his vote against the un-American methods that have crept into the trade, and to insist upon the plan of arbitration as suggested.<sup>1</sup> \* \* \*

The ultimatum, as it was considered by the unions, caused a deadlock for more than three weeks, but disinterested parties arranged a conference at the end of that time which was attended by representatives of a majority of the trade-unions and 60 members of the Board of Governors.<sup>2</sup> The conference, which began July 3, 1903, continued in session until the morning of July 4. At that time an adjournment was taken until July 9, at which time a plan of arbitration, including three "explanatory clauses," was adopted and submitted to all the unions. Four weeks later two-thirds of the unions had signed the plan and the General Arbitration Board was organized. The following week, or on August 10, 1903, rules of procedure of the General Arbitration Board of the New York Building Trades were adopted, and actual work began.

The method of procedure in handling grievances provided that in the first instance an effort be made by the secretary to adjust the difficulty by conciliation. Indeed, the secretary was expected to exhaust every possible means to effect a settlement by conciliation. If this method failed, then the complaint, which meanwhile had become a

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<sup>1</sup> From the Quarterly Journal of Economics, Vol. XVIII, 1904, pp. 409, 410.

<sup>2</sup> This conference was arranged by the National Civic Federation.



formal written complaint, was referred by the secretary to an executive committee of 12 members. In accordance with the plan, the executive committee must meet within 24 hours after notification by the secretary and endeavor to adjust the dispute. But if the question at issue was considered a matter for arbitration, then a special arbitration board of four members was organized. This special board was further empowered to employ an umpire in pursuance of its duties.

Whatever may have been the intent of the promoters of this plan of arbitration in the building industry in Greater New York, its establishment caused much more to be done by indirection than it was ever expected to accomplish by direct action. It has wielded a firm authority, and its decisions have been sufficiently respected to involve principles of far-reaching consequences. For example, the "general strike" has almost been eliminated, wage rates have gradually increased, and jurisdictional disputes settled on a more nearly equitable basis than ever before. Instead of the former heated discussion, open warfare, and unreasonable action, there has appeared a desire on the part of both parties to settle grievances peaceably and according to the facts presented.

During the period October 1, 1903, to December 31, 1909, a total of 2,751 grievances were submitted to the secretary of the General Arbitration Board, 2,433 of them by labor unions and 318 by employers' associations. The general secretary adjusted 1,070 of these disputes by conciliatory methods; 1,681 went to arbitration and of these 24 were compromised, 251 abandoned, and 52 referred to the trade boards for adjudication.

While there were 214 complaints of employers against unions and 24 complaints of unions against other unions for engaging in strikes, the influence of the strike has been minimized, for in most cases the strikers were ordered back to work within a few days and the dispute was settled according to the arbitration plan.

The formal agreement under which the above-described plan came into operation expired July 1, 1910. The present method of handling disputes is to have the aggrieved union present its complaint to the chairman of the emergency committee of the Building Trades Employers' Association, who immediately convenes the emergency committee. The matter is then formally presented and a decision rendered or a settlement reached in accordance with the standards established or in strict compliance with the jurisdictional code formulated by the General Arbitration Board. It is to be understood, however, that the arrangement of individual employers' associations and the unions of each craft signing conciliation and arbitration agreements still continues.

While the arbitration plan per se can be said to be in abeyance, the suspension is considered only temporary by both employers' associations and unions.

The actual suspension of the plan occurred July 1, 1910, but almost immediately thereafter formal overtures were made by the employers' associations to the unions, through the United Board of Business Agents, to reestablish the plan, but inasmuch as the employers failed to include each and every union in the building trades in their proposal the United Board of Business Agents refused to accept the proposition. Twice since similar efforts have met with the same result and for the same reasons.

The present attitude of employers in associations and of trade-unionists toward a rehabilitation of the plan in a modified form or to some similar scheme of arbitration is expressed in all recent renewals of contracts between them. During the year 1912 a majority of the employers' associations signed contracts with a like majority of the unions, in which the following clause appears:

It is further mutually agreed that both parties to this agreement shall send representatives to a convention for the formation of a general arbitration plan, said convention to be composed of the representatives of the several employers' associations and a majority of the unions of the building trades of New York City.

The numerical strength of the unions having such contracts represents 75,000 members out of an approximate membership of 90,000 in the industry. As to further evidence that the dissolution of the plan of arbitration is considered only temporary, the following is quoted from the minutes of a meeting of the Building Trades Employers' Association held July 13, 1910:

*Resolved*, That it is the sense of this board of governors that all decisions heretofore made affecting jurisdiction of trade shall be maintained until reviewed by a duly authorized arbitration board of employers and employees.

*Resolved*, That this Building Trades Employers' Association stand for the principle of arbitration.

The attitude of trade-unions in the building trades is expressed in section 2 of the preamble to the constitution of the United Board of Business Agents of Greater New York, adopted September 21, 1912, which is as follows:

It declares in favor of arbitration in the settlement of trade disputes and of the resorting to any and all honorable means to prevent strikes and lockouts.

As to the recognition of decisions affecting trade jurisdiction, it declared that—

all decisions rendered under the plan of arbitration as adopted by the conference held on July 3, 1903, between the Building Trades Employers' Association and the representatives of labor unions, and as further since amended up until 1910, shall be recognized as the law of procedure which shall govern the actions and findings of the executive council.

## THE PLAN OF ARBITRATION.

The original plan of arbitration adopted July 9, 1903, recognized the closed-shop principle between members of employers' associations and organized labor in the building industry of Greater New York. A revision of the plan, adopted April 22, 1905, provided for the employment, directly or indirectly through subcontractors, of union men only. At the same time new sections were added,<sup>1</sup> permitting sympathetic strikes under certain circumstances against employers engaged in the building industry not members of the plan of arbitration, in order that the unions might better maintain their schedules of wages, hours, and working conditions.

The General Arbitration Board consisted of two representatives from each employers' organization affiliated with the Building Trades Employers' Association, of which there were 31, and two representatives from each union recognized as a party to the plan, of which there were a like number. Regular sessions of the board were held monthly, but special sessions were subject to the call of the chairman of the executive committee upon the filing with the secretary of a written request from five organizations represented in the plan.

The executive committee was composed of 12 members, elected from the General Arbitration Board, six of whom were elected by the representatives of the unions and six by the employers, to serve for a period of six months. All decisions of the executive committee become final and binding unless disapproved by the General Arbitration Board. Complaints are presented directly to the general secretary of the General Arbitration Board, whose duty it is to endeavor to adjust them through such conciliatory methods as he may deem expedient. Failing to adjust a dispute by this means, the secretary brings it to the attention of the executive committee.

While the plan recognizes the unions and employers' associations or the Building Trades Employers' Association, as such, it does not recognize any council of trade-unions, and for that reason the central body of trades-unions has no right to sue before the General Arbitration Board. However, the Building Trades Employers' Association or an individual employer has that right. For this reason the equity of the general arbitration plan has often been questioned.

While the General Arbitration Board has no power to levy a fine upon either unions or employers for noncompliance with or refusal to obey the decisions of the arbitrators, the executive committee usually reported the attitude of delinquent employers to the Building Trades Employers' Association, the parent body of the various organizations of builders, suggesting that summary action be taken against the offenders. Fines ranging from \$500 to \$5,000, and sometimes expulsion from membership, have followed charges for disobeying the

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<sup>1</sup> Sections 31 and 32.

injunction of the executive committee. Censure is visited more or less sparingly, but fines are levied with regard to the gravity of the case in hand.

The original conception of the plan was to provide equal representation from employers and unions to the General Arbitration Board, thereby securing a panel from which arbitrators could be selected for any particular dispute. But this method has been superseded by an executive committee, chosen jointly, which has really become a joint arbitration board for the building industry, chiefly for the purpose of settling disputes without recourse to an arbitrator or umpire outside of the industry.

#### PARTIES TO THE AGREEMENT.

The parties to the plan of arbitration on the part of the employers were the 31 employers' associations which comprise the Building Trades Employers' Association of Greater New York. These 31 associations of employers represent a membership of more than 1,000 firms, corporations, or establishments doing business in the building industry. An estimate of the magnitude of the undertakings of these master builders can be gleaned from the fact that they have to do with the building, erecting, and equipping of approximately 13,000 building operations each year, the annual expenditure for which is estimated to be approximately \$200,000,000.

Employers' associations represented in the plan of arbitration are as follows:

- Employers' Association of Architectural Iron Workers.
- Bluestone Dealers' Association.
- Master Carpenters' Association.
- Master League of Cement Workers.
- Composition Roofers and Waterproofers Employers' Association.
- Greater New York Cut Stone Contractors' Association.
- Electrical Contractors' Association.
- Elevator Manufacturers' Association.
- New York League of Heat and Cold Insulation.
- The Hoisting Association.
- House Movers' and Shorers' Association.
- Association of Interior Decorators and Cabinet Makers.
- The Iron League Erectors' Association.
- The Lighting Fixture Association.
- Marble Industry Employers' Association.
- Mason Builders' Association.
- Mason Contractors' Association.
- Metal Ceiling Association of New York.
- Association Manufacturers of Metal Covered Doors and Windows.
- Employing Metallic Furring and Lathing Association of New York.
- Mosaic Employers' Association.

Ornamental Bronze and Iron Masters' Association.

Association of Master Painters and Decorators of the City of New York.

Parquet Flooring Association.

Employing Plasterers' Association.

Contracting Plumbers' Association of the City of New York.

Employers' Association of Roofers and Sheet Metal Workers of Greater New York.

Master Steam and Hot Water Fitters' Association of New York.

Employing Stone Setters' Association.

Tile, Grate, and Mantel Association.

Manufacturing Woodworkers' Association.

The trade-unions represented in the general arbitration plan comprise 31 distinctly separate unions having contractual relations with employers' associations engaged in building operations in Greater New York and vicinity. These 31 building trade-unions represent approximately 90,000 members in good standing, employed exclusively in the building industry of Greater New York.

The unions represented in the plan of arbitration are local organizations of the following national or international unions:

United Brotherhood of Carpenters and Joiners.

Bricklayers and Masons' International Union.

Operative Plasterers' International Association.

International Union of Elevator Constructors.

International Union of Steam Engineers.

Upholsterers' International Union.

International Association of Bridge and Structural Iron Workers.

International Brotherhood of Boiler Makers, Iron Ship Builders, and Helpers.

International Hod Carriers and Building Laborers.

Ceramic, Mosaic, and Encaustic Tile Layers and Helpers' International Union.

Amalgamated Sheet Metal Workers' International Alliance.

National Association of Heat, Frost, General Insulators, and Asbestos Workers.

International Slate and Tile Roofers' Union.

American Brotherhood of Cement Workers.

Stonemasons' International Union.

Bluestone Cutters' International Union.

International Association of Steam and Hot Water Fitters.

Cement and Asphalt Workers' International Union.

Wood, Wire, and Metal Lathers' International Union.

International Association of Marble Workers.

United Association of Plumbers and Gas Fitters.

International Brotherhood of Composition Roofers, Damp and Waterproof Workers.

International Brotherhood of Electrical Workers.

Derrickmen and Riggers' International Union.

House Shorers, Movers, and Sheath Pilers' Union.

Brotherhood of Painters, Decorators, and Paper Hangers of America.

Progress Association of Steam, Hot Water, and General Pipe Fitters' Helpers.

International Association of Machinists.

International Wood Carvers' Association.

Amalgamated Woodworkers.

Amalgamated Painters.

Tunnel and Subway Constructors' International Union.

Machine Stone Workers.

#### FINANCING THE PLAN.

The method of financing the General Arbitration Board is as follows: "The cost of maintaining the headquarters of the General Arbitration Board, including the salaries of the secretary and his assistants, shall be divided equally between the Building Trades Employers' Association and the unions collectively." "The executive committee shall have control of all receipts and expenditures." The financing of the plan for the year 1908 has been selected as showing the cost per normal year.

The contribution from the Building Trades Employers' Association to the financing of the plan is based on an equitable assessment levied on each individual employers' association by the parent organization, which in turn pays over to the General Arbitration Board the sum thus collected. The method employed by the union is to levy an assessment or per capita tax on each union covering the average membership.

#### BUDGET AND FINANCIAL STATEMENT OF THE GENERAL ARBITRATION BOARD FOR THE YEAR 1908.

##### BUDGET.

Salary, 12 members of executive committee.....	\$3, 600
Salary, secretary of General Arbitration Board.....	2, 500
Salary, stenographer of General Arbitration Board.....	1, 040
Office rent.....	2, 100
Total.....	9, 240

##### FINANCIAL STATEMENT.

Per capita tax paid by unions.....	\$4, 952. 70
Building Trade Employers' Association assessment.....	4, 572. 80
Total receipts from all sources.....	9, 569. 48
Total expenses for year 1908.....	9, 460. 25

## PER CAPITA TAX PAID BY UNIONS DURING 1908.

Bricklayers.....	\$900. 00
Carpenters.....	600. 00
Sheet-metal workers.....	424. 40
Electrical workers.....	310. 60
Steam fitters.....	220. 00
Steam fitters' helpers.....	220. 00
Stonecutters.....	210. 00
Plumbers.....	200. 00
Elevator constructors.....	190. 00
Plasterers.....	184. 50
Marble cutters.....	155. 00
Woodworkers.....	143. 60
Marble carvers and setters.....	120. 00
Upholsterers.....	120. 00
Asbestos workers.....	90. 00
Cement masons.....	80. 00
Metallic lathers.....	80. 00
Wood carvers.....	78. 80
Hoisting engineers.....	75. 00
Tile layers.....	70. 00
Machinists.....	60. 00
Mosaic workers.....	60. 00
House shorers.....	60. 00
Bluestone cutters .....	56. 00
Riggers and derrickmen.....	45. 00
Modelers and sculptors.....	44. 80
Stone setters.....	41. 60
Tile layers' helpers.....	40. 00
Composition roofers.....	33. 40
Stone planermen.....	30. 00
Slate and tile roofers.....	10. 00
Total.....	4,952. 70

## EXPLANATION OF CHART SHOWING PLAN OF CONCILIATION AND ARBITRATION.

The plan of arbitration and conciliation, with the employers' associations and labor unions included in the plan, is shown in the accompanying chart.

The left of the chart is intended to show the interrelation between each association of employers and the Building Trades Employers' Association. Each association claims the right of trade autonomy, but each and every firm, corporation, or establishment claiming membership in an association of employers must also become members of the parent association. In accordance with the laws of the Building Trades Employers' Association, contractual relations between employers' associations and the unions can not be consummated without the sanction of the parent association. While recognition through the General Arbitration Board to this interrelation is given, no such recognition is given to the organizations represented

on the right of the chart; or, in other words, the Building Trades Employers' Association is permitted to present grievances to the General Arbitration Board, but the unions collectively are guaranteed no such right. The General Arbitration Board fails to give the same recognition to a general council of unions as it does to a central organization of employers.

The top of the chart indicates the machinery of the General Arbitration Board, through which a grievance proceeds. The large square shows representatives of employers' associations and labor unions in the Board. This Board contains approximately 120 members, two representatives from each employers' association and two representatives from each union recognized as parties to the plan. This Board meets once a month and has the power to elect a general secretary and an executive committee of 12 members, 6 of whom are elected by the representatives of the unions and 6 others representing the employers in the General Arbitration Board. The chairman and the vice chairman of the Board are elected semiannually by and from the members of the Board. One of these officers must be an employer and the other an employee.

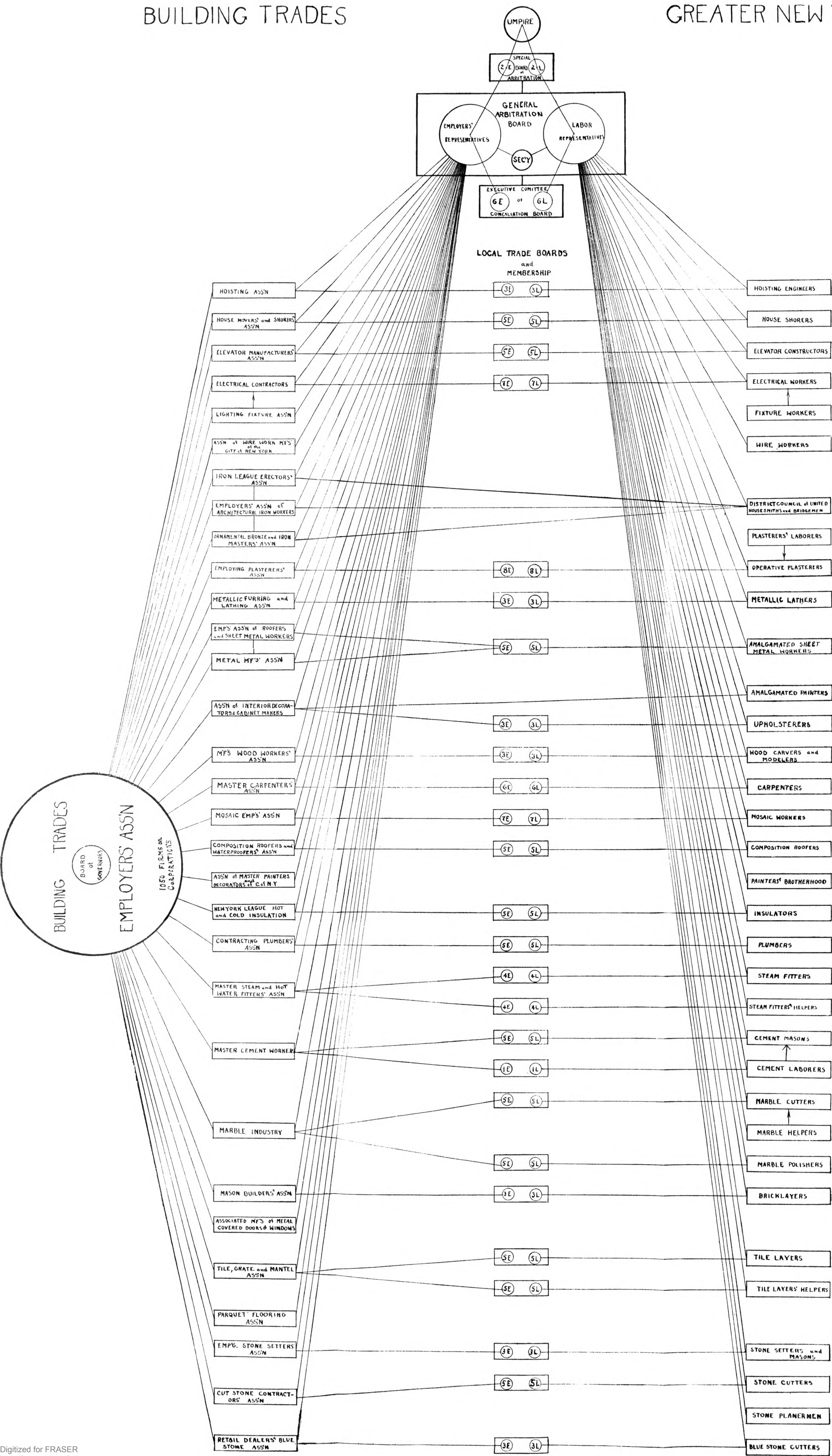
The square below represents the executive committee of 12 members, which is vested with the power to act as a board of conciliation as well as with all other powers vested in the General Board, between regular meetings of that Board, except to amend the code of procedure or fix the manner in which and by whom the expenses of special arbitration boards shall be paid. The members of this committee serve for a period of six months. The committee meets once a week or upon the call of the secretary, and reports all its proceedings to the General Arbitration Board. All the findings and decisions of this board are final and binding unless disapproved by the General Arbitration Board. The salaries of the members of the executive committee are at the rate of \$300 per year.

The small square represents special arbitration boards. These boards consist of not less than four members chosen from the General Arbitration Board, representative of employers and the unions. The compensation for members of this board is \$6 per day. To these boards are referred all questions which are considered subjects for arbitration. In case of failure on the part of a special arbitration board to render a decision the entire matter is referred to an umpire, whose decision is final.

The center of the chart shows a series of local trade boards. The plan provides that where a trade agreement exists between an employers' association and a union all local trade disputes must be settled by a trade board, with an umpire if necessary, the decisions to be considered final. Failure to agree upon an umpire or failure to abide by the decision of a trade board automatically places the grievance in the hands of the General Arbitration Board.



PLAN of ARBITRATION and CONCILIATION  
in the 1904-1909 of  
BUILDING TRADES GREATER NEW YORK



WORK OF THE GENERAL ARBITRATION BOARD.

Some idea of the activities of the Board of Arbitration can be gained by a study of the following tables. The Board considered on an average 440 complaints a year, or reviewed that number of decisions if it did not actually sit as a court of arbitration in each case.

The following table shows, by years, the number of complaints filed by unions and employers; also the disposition of the same. The total number of complaints filed was 2,751. Of these, 2,433 were submitted by the unions and 318 by the employers. The greatest number of complaints submitted in any one year by the unions was 497, filed in 1906, as against 233, filed in 1904 for a period of 15 months, or from October 1, 1903, to December 31, 1909, an increase of 79 per cent. The greatest number of cases submitted by employers in any one year was 103, filed in 1909, as against 41 filed in 1904 for a period of 15 months, or an increase of 151 per cent.

It is of interest to note that after the year 1906 the unions show a slight but gradual diminution of complaints, while the employers show a gradual increase for the same period except for the year 1908, when there appeared a decided decrease.

GRIEVANCES FILED BY UNIONS AND BY EMPLOYERS AND ACTION TAKEN THEREON  
BY THE GENERAL ARBITRATION BOARD, 1904 TO 1909.

*Filed by unions.*

Years.	Number of grievances.	Number of cases—				
		Decided favorably to complainant.	Decided adversely to complainant.	Compromised.	Referred to trade board.	Withdrawn.
1904 <sup>1</sup> .....	233	144	68	1	7	13
1905.....	385	288	82	1	2	12
1906.....	497	342	124	3	12	16
1907.....	472	350	88	7	8	19
1908.....	428	272	83	4	7	62
1909.....	418	259	52	8	8	91
Total.....	2,433	1,655	497	24	44	213

*Filed by employers.*

Years.	Number of grievances.	Decided favorably to complainant.	Decided adversely to complainant.	Compromised.	Referred to trade board.	Withdrawn.
1904 <sup>1</sup> .....	41	20	5	.....	3	13
1905.....	34	30	1	.....	1	2
1906.....	40	33	5	.....	.....	2
1907.....	66	48	15	.....	1	2
1908.....	34	17	5	.....	1	11
1909.....	103	67	26	.....	2	8
Total.....	318	215	57	.....	8	33

<sup>1</sup> Including last three months of 1903.

## GRIEVANCES FILED BY UNIONS AND BY EMPLOYERS AND ACTION TAKEN THEREON BY THE GENERAL ARBITRATION BOARD, 1904 TO 1909—Concluded.

*Filed by unions and employers.*

Years.	Total number of grievances.	Number in which decisive action was taken.				Compromised.	Referred to trade board.	Withdrawn.
		Favorable to—		Adversely to—				
		Unions.	Employers.	Unions.	Employers.			
1904 <sup>1</sup> .....	274	144	20	68	5	1	10	26
1905.....	419	288	30	82	1	1	3	14
1906.....	537	342	33	124	5	3	12	18
1907.....	538	350	48	88	15	7	9	21
1908.....	462	272	17	83	5	4	8	73
1909.....	521	259	67	52	26	8	10	99
Total.....	2,751	1,655	215	497	57	24	52	251

<sup>1</sup> Including last three months of 1903.

## GRIEVANCES.

During the existence of the general arbitration plan, or from October 1, 1903, to December 31, 1909, the employers' associations and the unions submitted to the general secretary a total of 2,751 grievances. Of this number, 2,433 were submitted by unions and 318 by employers' associations. Of the total number submitted by both parties to the agreement, decisive action was taken on 2,424 cases, 24 cases were compromised, and 251 abandoned, while the remaining 52 cases were referred to the several trade boards for adjudication.

## GRIEVANCES OF UNIONS.

Of the 2,433 complaints submitted by the unions, 1,655, or 68 per cent, were decided in favor of the complainants, while 497, or 20.4 per cent, were decided adversely. Twenty-four complaints, or 1 per cent, were compromised and 44, or 1.8 per cent, were referred to trade boards, the plan providing that where a trade agreement exists between an employers' association and a union all disputes in that trade shall be settled by a trade board, with an umpire if necessary. The decision of said trade board or umpire shall be final. In case of failure on the part of either side to abide by the decision of the trade board or umpire, the question shall be referred to the General Arbitration Board for action within 24 hours after such failure or refusal. The remaining 213 cases, or 8.8 per cent, were abandoned because of their insignificance or because of decisions rendered making the presentation to the board unnecessary.

GRIEVANCES OF EMPLOYERS.

The total number of cases submitted by employers was 318, of which 215, or 67.6 per cent, were decided favorably; 57, or 17.9 per cent, were decided adversely; 8, or 2.5 per cent, were referred to trade boards; and 38, or 11.9 per cent, were withdrawn.

The total number of grievances presented by employers and by unions during the entire period of six years and the manner of disposal are set forth in the following tables:

GRIEVANCES FILED BY UNIONS FROM OCT. 1, 1903, TO DEC. 31, 1909, AND DISPOSITION THEREOF.

Trades.	Total grievances filed.	Number of cases—					Per cent of cases—				
		Decided favorably to unions.	Decided adversely to unions.	Compromised	Referred to trade board.	Withdrawn.	Decided favorably to unions.	Decided adversely to unions.	Compromised	Referred to trade board.	Withdrawn.
Carpenters and framers.....	319	219	58	1	8	33	68.7	18.2	0.3	2.5	10.3
Steam and hot water fitters.....	234	165	51	1	3	14	70.5	21.8	.4	1.3	6.0
Sheet-metal workers.....	217	154	42	2	1	18	71.0	19.4	.9	.5	8.3
Painters and decorators.....	173	111	49	1	1	11	64.2	28.3	.6	.6	6.4
Electrical workers.....	161	108	32	1	4	16	67.1	19.9	.6	2.5	9.9
Marble cutters, carvers, and setters.....	151	115	22	1	1	12	76.2	14.6	.7	.7	7.9
Metallic lathers.....	142	95	26	2	.....	19	66.9	18.3	1.4	.....	13.4
Housesmiths and bridgemen.....	107	84	18	1	1	3	78.5	16.8	.9	.9	2.8
Plasterers.....	107	67	28	1	1	10	62.6	26.2	.9	.9	9.3
Plumbers and gas fitters.....	95	50	39	1	.....	5	52.6	41.1	1.1	.....	5.3
Engineers, portable, hoisting.....	88	67	14	1	2	4	76.1	15.9	1.1	2.3	4.5
Elevator constructors.....	85	55	24	.....	1	5	64.7	28.2	.....	1.2	5.9
Riggers.....	71	39	21	1	1	9	54.9	29.6	1.4	1.4	12.7
Cement masons.....	60	46	3	1	4	6	76.7	5.0	1.7	6.6	10.0
Cement and asphalt workers.....	53	40	2	1	1	9	75.5	3.8	1.9	1.9	17.0
Tar, felt, and waterproof workers.....	49	33	11	1	2	2	67.3	22.4	2.0	4.1	4.1
House shorers and sheath pilers.....	42	34	6	.....	.....	2	81.0	14.3	.....	.....	4.8
Tile layers.....	40	24	7	2	2	5	60.0	17.5	5.0	5.0	12.5
Marble polishers, rubbers, and sawyers.....	32	21	3	.....	.....	8	65.6	9.4	.....	.....	25.0
Machinists.....	27	17	5	.....	.....	5	63.0	18.5	.....	.....	18.5
Stone setters.....	26	13	7	.....	2	4	50.0	26.9	.....	7.7	15.4
Asbestos workers.....	24	12	6	1	1	4	50.0	25.0	4.2	4.2	16.7
Mosaic workers.....	21	15	3	.....	1	2	71.4	14.3	.....	4.8	9.5
Bluestone cutters.....	17	16	.....	1	.....	.....	94.1	.....	5.9	.....	.....
Stonecutters.....	14	11	3	.....	.....	.....	78.6	21.4	.....	.....	.....
Wood carvers.....	14	8	4	.....	.....	2	57.1	28.6	.....	.....	14.3
Marble cutters' helpers.....	11	9	1	.....	.....	1	81.8	9.1	.....	.....	9.1
Roofers, slate and tile.....	9	7	.....	.....	2	.....	77.8	.....	.....	22.2	.....
Bricklayers.....	9	7	.....	2	.....	.....	77.8	.....	22.2	.....	.....
Plasterers' laborers.....	7	3	2	.....	1	1	42.9	28.6	.....	14.3	14.3
Upholsterers.....	7	1	3	.....	3	.....	14.3	42.9	.....	42.9	.....
Modelers and sculptors.....	4	2	2	.....	.....	.....	50.0	50.0	.....	.....	.....
Marble machine workers.....	4	1	3	.....	.....	.....	25.0	75.0	.....	.....	.....
Woodworkers, machine.....	4	3	.....	.....	.....	1	75.0	.....	.....	.....	25.0
Tile layers' helpers.....	3	1	1	.....	1	.....	33.3	33.3	.....	33.3	.....
Mosaic workers' helpers.....	2	1	1	.....	.....	.....	50.0	50.0	.....	.....	.....
Machine stone workers.....	2	.....	.....	.....	.....	2	.....	.....	.....	.....	100.0
Hod carriers.....	1	.....	.....	1	.....	.....	.....	.....	100.0	.....	.....
Cabinetmakers.....	1	1	.....	.....	.....	.....	100.0	.....	.....	.....	.....
Total.....	2,433	1,655	497	24	44	213	68.0	20.4	1.0	1.8	8.8

GRIEVANCES FILED BY EMPLOYERS' ASSOCIATIONS FROM OCT. 1, 1903, TO DEC. 31, 1909,  
AND DISPOSITION THEREOF.

Names of associations.	Total grievances filed.	Number of cases—				Per cent of cases—			
		Decided favorably to employers.	Decided adversely to employers.	Referred to trade board.	Withdrawn.	Decided favorably to employers.	Decided adversely to employers.	Referred to trade board.	Withdrawn.
Mason Builders' Association.....	71	49	11	1	10	69.0	15.5	1.4	14.1
Master Carpenters' Association.....	42	35	5	.....	2	83.3	11.9	.....	4.8
Master Steam and Hot Water Fitters' Association.....	24	20	1	.....	3	83.3	4.2	.....	12.5
Employing Plasterers' Association.....	21	14	5	.....	2	66.7	23.8	.....	9.5
Master League of Cement Workers.....	15	9	5	.....	1	60.0	33.3	.....	6.7
Mason Contractors' Association.....	12	9	3	.....	.....	75.0	25.0	.....	.....
Composition Roofers and Waterproofers' Association.....	12	8	2	1	1	66.7	16.7	8.3	8.3
Elevator Manufacturers' Association.....	11	5	6	.....	.....	45.5	54.5	.....	.....
Building Trades Employers' Association.....	11	1	.....	.....	10	9.1	.....	.....	90.9
Interior Decorators and Cabinetmakers.....	10	9	.....	1	.....	90.0	.....	10.0	.....
Tile, Grate, and Mantel Association.....	9	7	.....	1	1	77.8	.....	11.1	11.1
Roofers and Sheet Metal Workers' Association.....	9	6	2	.....	1	66.7	22.2	.....	11.1
Metal Ceiling Association.....	7	7	.....	.....	.....	100.0	.....	.....	.....
Iron League Erectors' Association.....	7	3	.....	.....	4	42.9	.....	.....	57.1
Marble Industry Employers' Association.....	7	6	.....	1	.....	85.7	.....	14.3	.....
Electrical Contractors' Association.....	7	2	4	.....	1	28.6	57.1	.....	14.3
Association of Manufacturers of Metal Covered Doors and Windows.....	6	5	.....	1	.....	83.3	.....	16.7	.....
Manufacturing Woodworkers' Association.....	6	5	.....	.....	1	83.3	.....	.....	16.7
Architectural Iron Workers' Association.....	5	.....	5	.....	.....	.....	100.0	.....	.....
Association of Master Painters and Decorators.....	4	4	.....	.....	.....	100.0	.....	.....	.....
Parquet Flooring Association.....	3	1	2	.....	.....	33.3	66.7	.....	.....
Contracting Plumbers' Association.....	3	1	1	1	.....	33.3	33.3	33.3	.....
Individual Employers.....	3	3	.....	.....	.....	100.0	.....	.....	.....
The Hoisting Association.....	3	2	.....	1	.....	66.7	.....	33.3	.....
Metallic Furring and Lathing Association.....	2	1	1	.....	.....	50.0	50.0	.....	.....
Cut Stone Contractors' Association.....	2	1	.....	.....	1	50.0	.....	.....	50.0
League of Heat and Cold Insulation.....	2	.....	2	.....	.....	.....	100.0	.....	.....
Employing Stone Setters' Association.....	2	1	1	.....	.....	50.0	50.0	.....	.....
Mosaic Employers' Association.....	1	1	.....	.....	.....	100.0	.....	.....	.....
Ornamental Bronze and Iron Masters' Association.....	1	.....	1	.....	.....	.....	100.0	.....	.....
Total.....	318	215	57	8	38	67.6	17.9	2.5	11.9

## CASES SETTLED BY CONCILIATION AND ARBITRATION.

Section 18 of the plan provides that "All complaints shall be addressed to the secretary in writing, who shall endeavor to adjust them and report them to the executive committee." If this method of conciliation proves unsuccessful, then the complainant, through the secretary, files a formal and specific complaint and the executive committee is conferred with within 24 hours of the receipt of the complaint. Then, if it is decided that the question at issue is a subject of arbitration, the executive committee organizes a special arbitration board to hear and decide the point at issue. The special arbitration board thus selected must convene and complete its organization by the selection of an umpire within 24 hours.

Under the provisions of section 18 of the plan the secretary is empowered to adjust disputes through conciliatory methods, and has succeeded in adjusting 1,070 cases out of a total of 2,751 cases filed, or 38.9 per cent. Of these 1,070 cases adjusted by conciliation, 1,052, or 98.3 per cent, were filed by the unions, and 18 cases, or 1.7 per cent, were filed by the employers. Thus it will be seen that of the 2,433 cases submitted by the unions, 1,052, or 43.2 per cent, were settled through conciliation, while 1,381, or 56.8 per cent, went to arbitration.

Of the 1,052 cases submitted to conciliation by the unions, 779, or 74 per cent, were sustained, and 273 cases, or 26 per cent, were not sustained.

Of the 1,381 cases presented for arbitration on the part of the unions, 876, or 63.4 per cent, were decided favorably, and 224, or 16.2 per cent, adversely; 24 cases, or 1.8 per cent, were compromised; 44 cases, or 3.2 per cent, were referred to and settled by trade boards; and 213 cases, or 15.4 per cent, were withdrawn.

As only 18 cases out of a total of 318 cases submitted by employers were considered possible for conciliation, and inasmuch as all cases submitted were sustained, it would seem to indicate that the policy of the employers was to present cases only for arbitration. Of the 300 cases presented for arbitration, 197, or 65.7 per cent, were decided favorably; 57, or 19 per cent, adversely; 8, or 2.7 per cent, were referred to trade boards; and 38 cases, or 12.7 per cent, were withdrawn.

The following tables present, by unions and associations, the number and disposition of cases submitted for conciliation and arbitration:

GRIEVANCES FILED BY UNIONS FROM OCT. 1, 1903, TO DEC. 31, 1909, AND SETTLED BY CONCILIATION OR ARBITRATION.

Trades.	Total grievances filed.	Cases settled by conciliation through general secretary's office.			Cases referred to arbitration, and disposition thereof.					
		Sus-tained.	Not sus-tained.	Total.	De-cided favorably to unions.	De-cided ad-versely to unions.	Com-promised.	Re-ferred to trade board.	With-drawn.	Total.
Carpenters and framers.....	319	85	23	113	134	30	1	8	33	206
Steam and hot-water fitters.....	234	62	27	89	103	24	1	3	14	145
Sheet-metal workers.....	217	65	23	88	89	19	2	1	18	129
Painters and decorators.....	173	71	31	102	40	18	1	1	11	71
Electrical workers.....	161	44	17	61	64	15	1	4	16	100
Marblecutters, carvers, and setters.....	151	44	12	56	71	10	1	1	12	95
Metallic lathers.....	142	45	20	65	50	6	2	.....	19	77
Housesmiths and bridge-men.....	107	74	14	88	10	4	1	1	3	19
Plasterers.....	107	43	15	58	24	13	1	1	10	49
Plumbers and gas fitters.....	95	28	19	47	22	20	1	.....	5	48
Engineers, portable and hoisting.....	88	29	9	38	38	5	1	2	4	50
Elevator constructors.....	85	22	10	32	33	14	.....	1	5	53
Riggers.....	71	24	14	38	15	7	1	1	9	33
Cement masons.....	60	18	2	20	28	1	1	4	6	40
Cement and asphalt work-ers.....	53	7	.....	7	33	2	1	1	9	46
Tar, felt, and waterproof workers.....	49	20	5	25	13	6	1	2	2	24
House shorers and sheath piers.....	42	19	3	22	15	8	.....	2	2	20
Tile layers.....	40	11	5	16	13	2	2	2	5	24
Marble polishers, rubbers, and sawyers.....	32	5	1	6	16	2	.....	.....	8	26
Machinists.....	27	9	3	12	8	2	.....	.....	5	15
Stone setters.....	26	10	5	15	3	2	.....	2	4	11
Asbestos workers.....	24	4	1	5	8	5	1	1	4	19
Mosaic workers.....	21	3	2	5	12	1	.....	1	2	16
Bluestone cutters.....	17	6	.....	6	10	.....	1	.....	.....	11
Stonecutters.....	14	8	.....	8	3	3	.....	.....	2	6
Wood carvers.....	14	5	.....	5	3	4	.....	.....	1	9
Marble cutters' helpers.....	11	1	.....	1	8	1	.....	.....	.....	10
Roofers, slate and tile.....	9	5	.....	5	2	.....	2	2	.....	4
Bricklayers.....	9	4	.....	4	3	.....	.....	.....	.....	5
Plasterers' laborers.....	7	3	1	4	.....	1	.....	.....	1	3
Upholsterers.....	7	1	2	3	.....	1	.....	3	.....	4
Modelers and sculptors.....	4	.....	2	2	2	.....	.....	.....	.....	2
Marble machine workers.....	4	1	.....	1	.....	3	.....	.....	.....	3
Woodworkers machine.....	4	1	.....	1	2	.....	.....	.....	1	3
Tile layers' helpers.....	3	1	1	2	.....	.....	.....	1	.....	1
Mosaic workers' helpers.....	2	.....	1	1	1	.....	.....	.....	.....	2
Machine stone workers.....	2	.....	.....	.....	.....	.....	.....	.....	2	1
Hod carriers.....	1	.....	.....	.....	.....	.....	1	.....	.....	1
Cabinetmakers.....	1	1	.....	1	.....	.....	.....	.....	.....	.....
Total.....	2,433	779	273	1,052	876	224	24	44	213	1,381

# CONCILIATION, ETC., IN BUILDING TRADES OF NEW YORK. 23

GRIEVANCES FILED BY EMPLOYERS' ASSOCIATIONS FROM OCT. 1, 1903, TO DEC. 31, 1909, AND SETTLED BY CONCILIATION OR ARBITRATION.

Names of associations.	Total grievances filed.	Cases settled by conciliation through general secretary's office.			Cases referred to arbitration, and disposition thereof.				
		Sus-tained.	Not sus-tained.	Total.	De-cided favorably to em-ployers.	De-cided ad-versely to em-ployers.	Re-ferred to trade board.	With-drawn.	Total.
Mason Builders' Association.....	71	2	.....	2	47	11	1	10	69
Master Carpenters' Association.....	42	2	.....	2	33	5	.....	2	40
Master Steam and Hot Water Fitters' Association.....	24	.....	.....	.....	20	1	.....	3	24
Employing Plasterers' Association.....	21	1	.....	1	13	5	.....	2	20
Master League of Cement Workers.....	15	1	.....	1	8	5	.....	1	14
Mason Contractors' Association.....	12	1	.....	1	8	3	.....	.....	11
Composition Roofers and Water-proofers' Association.....	12	.....	.....	.....	8	2	1	1	12
Elevator Manufacturers' Association.....	11	.....	.....	.....	5	6	.....	.....	11
Building Trades Employers' Association.....	11	.....	.....	.....	1	.....	.....	10	11
Interior Decorators and Cabinet Makers.....	10	.....	.....	.....	9	.....	1	.....	10
Tile, Grate, and Mantel Association.....	9	1	.....	1	6	.....	1	1	8
Roofers and Sheet Metal Workers' Association.....	9	1	.....	1	5	2	.....	1	8
Metal Ceiling Association.....	7	.....	.....	.....	7	.....	.....	.....	7
Iron League Erectors' Association.....	7	.....	.....	.....	3	.....	.....	4	7
Marble Industry Employers' Association.....	7	1	.....	1	5	.....	1	.....	6
Electrical Contractors' Association.....	7	.....	.....	.....	2	4	.....	1	7
Association of Manufacturers of Metal Covered Doors and Windows.....	6	.....	.....	.....	5	.....	1	.....	6
Manufacturing Woodworkers' Association.....	6	.....	.....	.....	5	.....	.....	1	6
Architectural Iron Workers' Association.....	5	.....	.....	.....	.....	5	.....	.....	5
Association of Master Painters and Decorators.....	4	2	.....	2	2	.....	.....	.....	2
Parquet Flooring Association.....	3	.....	.....	.....	1	2	.....	.....	3
Contracting Plumbers' Association.....	3	.....	.....	.....	1	1	1	.....	3
Individual employers.....	3	2	.....	2	1	.....	.....	.....	1
The Hoisting Association.....	3	2	.....	2	.....	.....	1	.....	1
Metal Furring and Lathing Association.....	2	.....	.....	.....	1	1	.....	.....	2
Cut Stone Contractors' Association.....	2	1	.....	1	.....	.....	.....	1	1
League of Heat and Cold Insulation.....	2	.....	.....	.....	.....	2	.....	.....	2
Employing Stone Setters' Association.....	2	1	.....	1	1	.....	.....	.....	1
Mosaic Employers' Association.....	1	.....	.....	.....	.....	1	.....	.....	1
Ornamental Bronze and Iron Masters' Association.....	1	.....	.....	.....	.....	1	.....	.....	1
Total.....	318	18	.....	18	197	57	8	38	300



NATURE AND DISPOSITION OF GRIEVANCES FILED BY UNIONS FROM OCT. 1, 1903,  
TO DEC. 31, 1909.

Nature of grievances.	Total grievances.	Number of cases—				
		De- cided favor- ably to unions.	De- cided ad- versely to unions.	Com- pro- mised.	Re- ferred to trade board.	With- drawn.
Employment of men not members of unions.....	1,563	1,058	353	1	22	129
Application for removal of plan.....	381	343	27	.....	.....	11
Infringement upon trade jurisdiction.....	263	102	82	22	13	44
Nonpayment of wages.....	42	36	3	.....	.....	3
Failure of employers to comply with decisions.....	41	39	.....	.....	.....	2
Use of nonunion products.....	38	16	9	.....	3	10
Nonpayment of union wage scale.....	28	21	7	.....	.....	.....
Unions versus unions for engaging in strikes.....	24	14	7	.....	.....	3
Refusal of employers to admit business agent to build- ings.....	12	11	.....	.....	.....	1
Refusal of employers to increase wages.....	12	3	1	.....	4	4
Locking out members of unions.....	4	1	1	.....	.....	2
Miscellaneous grievances.....	25	11	7	1	2	4
Total.....	2,433	1,655	497	24	44	213

NATURE AND DISPOSITION OF GRIEVANCES FILED BY EMPLOYERS FROM OCT. 1,  
1903, TO DEC. 31, 1909.

Nature of grievances.	Total grievances.	Number of cases—			
		De- cided favor- ably to em- ployers.	De- cided ad- versely to em- ployers.	Re- ferred to trade board.	With- drawn.
Employers versus unions for engaging in strikes.....	214	162	29	5	18
Application of employers for restoration of plan.....	42	26	13	.....	3
Failure of unions to comply with decision.....	22	18	3	.....	1
Employers versus unions for threatening to engage in strikes.....	18	3	5	.....	10
Employers versus unions for violating agreements.....	9	2	3	1	3
Failure of unions to supply mechanics.....	3	2	1	.....	.....
Miscellaneous grievances.....	10	2	3	2	3
Total.....	318	215	57	8	33

NUMBER AND PER CENT OF GRIEVANCES OF EACH SPECIFIED NATURE FILED BY UNIONS AND BY EMPLOYERS FROM OCT. 1, 1903, TO DEC. 31, 1909.

Nature of grievances.	Grievances filed.			
	By unions.	By employers.	Total.	Per cent of total grievances.
Employment of men not members of unions.....	1,563	.....	1,563	56.8
Application for removal of plan.....	381	.....	381	13.9
Infringement upon trade jurisdiction.....	263	.....	263	9.6
Employers versus unions for engaging in strikes.....	.....	214	214	7.8
Application for restoration of plan.....	.....	42	42	1.5
Nonpayment of wages.....	42	.....	42	1.5
Failure to comply with decisions.....	41	22	63	2.3
Use of nonunion products.....	38	.....	38	1.4
Nonpayment of union wage scale.....	28	.....	28	1.0
Unions versus unions for engaging in strikes.....	24	.....	24	.9
Employers versus unions for threatening to strike.....	.....	18	18	.7
Refusal to admit business agents to buildings.....	12	.....	12	.4
Refusal of employers to increase wages.....	12	.....	12	.4
Violation of agreements.....	.....	9	9	.3
Locking out members of unions.....	4	.....	4	.1
Failure of unions to supply mechanics.....	.....	3	3	.1
Miscellaneous grievances.....	25	10	35	1.3
Total.....	2,433	318	2,751	100.0

WAGE RATES AND UNION MEMBERSHIP.

No data are obtainable to present accurately information as to wages and membership in unions prior to 1906. A few unions have complete records of membership, but on account of the many independent or dual unions that have been connected with the general arbitration plan it is impossible to show the precise increase in membership of a large number of unions. Again, it must be understood that the question of jurisdiction and amalgamation has had a very marked influence on membership.

It is for just this reason that it is impossible to show the number of men receiving increased compensation, but in considering the skilled crafts as a whole the increase in 1913 over that paid in 1906 was approximately 6.5 per cent, while the unskilled occupations show an increase of about 5.5 per cent.

In the skilled occupations the greatest increase in wage rates for 1913 over 1906 was received by the boiler makers, \$1.50 per day, or from \$3.50 to \$5 per day. The smallest increase was 20 cents, received by the carpenters and structural and ornamental iron workers, or from \$4.80 to \$5. The house shorers, considered a semiskilled occupation, though fast becoming a skilled occupation, received an increase of only 18 cents during the same period.

Among the unskilled occupations the plasterers' laborers were obliged to accept a reduction in wages from \$3.50 per day to \$3.25 per day, but the general increase in the other unskilled occupations amounted approximately to 25 cents per day on the average.

The table following shows the minimum daily rates of wages in the building trades since 1906. The rates are those reported as prevailing throughout the greater part of each year shown.

## MINIMUM DAILY RATES OF WAGES IN THE BUILDING TRADES IN THE BOROUGHES OF MANHATTAN AND THE BRONX, NEW YORK, BY TRADES AND YEARS.

[The rates are those reported as prevailing throughout the greater part of the year in each case. Eight hours constitute a day's work in all trades; 4 hours are worked on Saturday (44 hours per week).]

Trades.	1906	1907	1908	1909	1910	1911	1912	1913	1914	1915	1916
Asbestos workers and insulators...	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50	\$4.65	\$4.75	\$4.75	.....	.....
Asbestos workers and insulators' helpers	2.80	2.80	2.80	2.80	2.80	2.80	2.90	3.00	3.00	.....	.....
Bluestone cutters	4.50	4.50	4.50	4.50	4.50	4.50	4.50	4.50	.....	.....	.....
Bluestone cutters' helpers	2.80	2.80	2.80	2.80	2.80	2.80	2.80	3.00	.....	.....	.....
Boiler makers	3.50	3.50	3.50	4.25	4.25	4.25	5.00	5.00	.....	.....	.....
Boiler makers' helpers	3.20	3.20	3.20	3.50	3.50	3.50	3.50	3.50	.....	.....	.....
Bricklayers	5.60	5.60	5.60	5.60	5.60	5.60	5.60	5.60	6.00	\$6.00	.....
Cabinetmakers	4.00	4.00	4.00	5.00	5.00	5.00	5.00	5.00	.....	.....	.....
Carpenters and framers <sup>1</sup>	4.80	5.00	5.00	5.00	5.00	5.00	5.00	5.00	.....	.....	.....
Cement and asphalt workers	2.80	2.80	2.80	2.80	3.00	3.00	3.00	3.00	.....	.....	.....
Cement and concrete masons	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	.....	.....	.....
Decorative art-glass workers	4.00	4.00	4.50	4.50	4.50	5.00	5.00	5.00	.....	.....	.....
Decorators and gilders	4.50	4.50	4.50	4.50	4.50	4.50	4.50	4.50	.....	.....	.....
Derrick men and riggers	3.50	3.50	3.50	3.50	3.50	3.50	3.50	4.00	.....	.....	.....
Electrical fixture workers	4.00	4.50	4.50	4.50	4.50	4.50	4.50	4.50	.....	.....	.....
Electrical workers	4.00	4.00	4.50	4.50	4.50	4.50	4.50	4.50	.....	.....	.....
Electrical workers' helpers	2.20	2.20	2.20	2.20	2.20	2.20	2.20	2.20	.....	.....	.....
Elevator constructors	4.50	4.50	4.50	5.00	5.00	5.00	5.00	5.25	.....	.....	.....
Engineers, portable and hoisting	5.00	5.00	5.00	5.50	5.50	5.50	5.75	6.00	6.00	6.00	\$6.00
Engineers, stationary	4.50	4.50	4.50	4.50	4.50	4.50	4.75	5.00	5.00	5.00	5.00
Granite cutters	4.50	4.50	4.50	4.50	4.50	4.50	4.50	4.50	.....	.....	.....
Hod carriers	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	.....
House shorers, movers, and sheath pilers	3.50	3.50	3.50	3.50	3.50	3.68	3.68	3.68	.....	.....	.....
House shorers, movers, and sheath pilers' helpers	2.65	2.65	2.65	2.65	2.65	2.65	2.65	2.65	.....	.....	.....
Machine stoneworkers, derrick men	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	.....	.....	.....
Machine stoneworkers' helpers	2.75	2.75	2.75	2.75	2.75	2.75	2.75	2.75	.....	.....	.....
Machine stoneworkers, planer men	4.25	4.25	4.25	4.25	4.25	4.25	4.25	4.25	.....	.....	.....
Machine stoneworkers, rubbers	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	.....	.....	.....
Machine stoneworkers, sawyers	3.50	3.50	3.50	3.50	3.50	3.50	3.50	3.50	.....	.....	.....
Machinists	4.50	4.50	4.50	4.50	4.50	4.50	5.00	5.00	.....	.....	.....
Marble bed rubbers	4.75	4.75	4.75	4.75	4.75	4.75	4.75	4.75	4.75	4.75	.....
Marble carvers	5.50	5.50	5.50	5.50	5.50	5.50	5.50	6.00	6.00	6.00	.....
Marble cutters and setters	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.50	5.50	5.50	.....
Marble cutters and setters' helpers	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.25	3.25	3.25	.....
Marble polishers	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	.....
Marble sawyers	4.25	4.25	4.25	4.25	4.25	4.25	4.25	4.25	4.25	4.25	.....
Metallic lathers	4.50	4.50	4.50	4.80	4.80	5.00	5.00	5.00	5.00	5.00	5.50
Mosaic workers	4.00	4.25	4.25	4.25	4.25	4.25	4.25	4.50	4.50	4.50	.....
Mosaic workers' helpers	2.50	2.75	2.75	2.75	2.75	2.75	2.75	3.00	3.00	3.00	.....
Painters	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	.....	.....	.....
Paper hangers	6.00	6.00	6.00	6.00	6.00	6.00	6.00	6.00	.....	.....	.....
Plasterers' laborers	3.50	3.50	3.25	3.25	3.25	3.25	3.25	3.25	.....	.....	.....
Plasterers, plain and ornamental	5.50	5.50	5.50	5.50	5.50	5.50	5.50	5.50	.....	.....	.....
Plate and sheet glass glaziers	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.50	.....	.....	.....
Plumbers and gas fitters	5.00	5.00	5.00	5.00	5.00	5.50	5.50	5.50	.....	.....	.....
Rock drillers and tool sharpeners	3.00	3.00	3.25	3.25	3.25	3.50	3.68	3.68	3.68	3.68	*3.68
Rock men	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50	*2.50
Roofers, tar, felt, and composition	3.75	3.75	3.75	3.75	4.00	4.00	4.00	4.00	.....	.....	.....
Sheet-metal workers	4.50	4.50	4.50	4.50	4.75	4.75	4.75	5.00	5.00	.....	.....
Slate and tile roofers	4.50	4.50	4.50	4.50	4.75	4.75	4.75	4.75	.....	.....	.....
Stair builders	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	.....	.....	.....
Steam and hot-water fitters	4.50	5.00	5.00	5.00	5.00	5.00	5.50	5.50	5.50	5.50	.....
Steam and hot-water fitters' helpers	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	.....
Stonecutters, carvers, and setters	5.50	5.50	5.50	5.50	5.50	5.50	5.50	5.50	.....	.....	.....
Stonemasons	4.60	4.60	4.60	4.60	4.60	4.60	4.60	4.80	.....	.....	.....
Structural and ornamental iron workers	4.80	4.80	4.80	4.80	5.00	5.00	5.00	5.00	.....	.....	.....
Structural and ornamental iron workers' helpers	3.25	3.25	3.25	3.25	3.50	3.50	3.50	3.50	.....	.....	.....
Tile layers	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.50	5.50	.....	.....
Tile layers' helpers	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.28	.....	.....
Upholsterers	4.00	4.08	4.08	4.08	4.50	4.50	4.50	4.50	.....	.....	.....
Wood carvers	4.00	4.50	4.50	4.50	5.00	5.00	5.00	5.00	.....	.....	.....
Wood lathers	7.00	4.50	4.50	4.50	4.50	5.00	5.00	5.00	5.00	5.30	*5.50
Woodworkers, machine	2.50	2.50	2.75	2.75	3.00	3.00	3.00	3.00	.....	.....	.....

<sup>1</sup> Framers are employed in the building of forms to be used in connection with reinforced concrete or cement structures.

<sup>2</sup> Includes also strippers, letterers, grainers, and varnishers.

<sup>3</sup> Granite cutters receive \$4.50 per day in yards; \$5 per day on bridge work.

<sup>4</sup> Same rate for 1917.

<sup>5</sup> Paper hangers usually work piecework, but charge 75 cents per hour when working daywork.

<sup>6</sup> The minimum wage for modelers is \$5.50 per day; the maximum reaches \$100 per week.

<sup>7</sup> Wood lathers usually work piecework, but charge 62½ cents per hour when working daywork.

Data relative to rates per hour and per day are shown for each occupation in separate groups in the following table. This table also shows the number of skilled and unskilled in subdivided groups, with the per cent in each group:

NUMBER IN EACH OCCUPATION, MINIMUM HOURLY AND DAILY WAGE RATES, AND PER CENT OF TOTAL MEN EMPLOYED AT EACH RATE.

[Eight hours constitute a day's work in all occupations; 4 hours are worked on Saturday (44 hours per week).]

Occupations.	Number in occu- pation, October, 1912.	Minimum rate of wages.		Men at each rate of pay.	Per cent of total men at each rate of pay.
		Per hour (cents).	Per day.		
SKILLED OCCUPATIONS.					
Woodworkers, machine.....	504	37½	\$3.00	504	0.75
Machine stoneworkers (sawyers).....	100	43¼	3.50	200	.30
Plate and sheet glass glaziers.....	100				
House shorers and movers.....	430	46	3.63	2,430	3.63
Rock drillers and tool sharpeners.....	2,000				
Derrick men and riggers.....	550	50	4.00	10,814	15.16
Marble polishers.....	480				
Machine stoneworkers (rubbers).....	200				
Painters.....	8,958				
Roofers, tar, felt, and composition.....	626	53½	4.25	295	.44
Marble sawyers.....	20				
Machine stone planemen.....	275				
Bluestone cutters.....	300				
Decorators and gilders.....	70	56¼	4.50	5,851	8.75
Electrical-fixture fixers.....	1,500				
Electrical workers.....	2,524				
Granite cutters.....	618				
Mosaic workers.....	95	57½	4.80	1,005	1.50
Upholsterers.....	744				
Stonemasons.....	1,005				
Asbestos workers.....	213				
Marble bed rubbers.....	100	59½	4.75	401	.09
Slate and tile roofers.....	88				
Boiler makers.....	574				
Cabinetmakers.....	1,415	62½	5.00	25,323	37.85
Carpenters and framers.....	14,519				
Cement and concrete masons.....	520				
Decorative art-glass workers.....	265				
Engineers, stationary.....	1,300	66	5.23	400	.60
Machinists.....	400				
Metal lathers.....	500				
Sheet-metal workers.....	3,101				
Stair builders.....	170	68¼	5.50	10,226	15.28
Structural iron workers.....	1,959				
Wood carvers.....	300				
Wood lathers.....	300				
Elevator constructors.....	400	70	5.60	7,675	11.47
Marble cutters and setters.....	1,100				
Plasterers.....	3,825				
Plumbers and gas fitters.....	3,303				
Steam and hot-water fitters.....	1,100	75	6.00	1,780	2.66
Stone cutters, carvers, and setters.....	470				
Tile layers.....	423				
Bricklayers.....	7,675				
Engineers, portable and hoisting.....	1,280	75	6.00	1,780	2.66
Marble carvers.....	200				
Paper hangers (decorators).....	300				
Total, skilled occupations.....				66,904	100.00

## NUMBER IN EACH OCCUPATION, MINIMUM HOURLY AND DAILY WAGE RATES, AND PER CENT OF TOTAL MEN EMPLOYED AT EACH RATE—Concluded.

Occupations.	Number in occu- pation, October, 1912.	Minimum rate of wages.		Men at each rate of pay.	Per cent of total men at each rate of pay.
		Per hour (cents).	Per day.		
UNSKILLED OCCUPATIONS.					
Electrical workers' helpers.....	1,500	27½	\$2.20	1,500	6.77
Rockmen.....	1,345	31½	2.50	1,345	6.07
House shorers and movers' helpers.....	60	33½	2.65	60	.27
Machine stoneworkers' helpers.....	50	34½	2.75	50	.23
Asbestos workers' helpers.....	213	37½	3.00	15,268	68.96
Bluestone cutters' helpers.....	33				
Cement and asphalt workers.....	1,600				
Hod carriers.....	11,997				
Machine stoneworkers, derrick men.....	50				
Steam and hot-water fitters' helpers.....	1,000	40½	3.25	3,125	14.11
Tile layers' helpers.....	375				
Marble cutters' helpers.....	400				
Plasterers' laborers.....	2,725	43½	3.50	793	3.58
Boiler makers' helpers.....	345				
Structural iron workers' helpers.....	448				
Total, unskilled occupations.....				22,141	100.00
Grand total.....				89,045	

Taking into consideration all the occupations in the building industry, it is important to note that 75.1 per cent of the 89,045 men included in the inquiry were skilled craftsmen. The remaining 22,141, or 24.9 per cent, were of the class of unskilled workmen. Of this latter class it is estimated that more than 50 per cent are in the process of training as recruits for the skilled occupations, while a very large proportion of the remaining unskilled workmen will continue as building laborers.

For the purposes of a summary of the wage rates of the skilled craftsmen three divisions have been made, those receiving \$5 and not more than \$6 per day, those receiving \$4 and not more than \$4.75 per day, and those receiving \$3 and not over \$3.68 per day.

Of the total of 66,904 skilled craftsmen, 25,323, or 37.85 per cent, earned 62.5 cents per hour; 400, or 0.60 per cent, earned 66 cents per hour; 10,226, or 15.28 per cent, earned 68.75 cents per hour; 7,675, or 11.47 per cent, earned 70 cents per hour; 1,780, or 2.66 per cent, earned 75 cents per hour. Thus 45,404, or 67.86 per cent of the skilled craftsmen, received from 62.5 cents to 75 cents per hour, or from \$5 to \$6 per day.

Of those receiving the rates from \$4 to \$4.75 per day 10,814, or 16.16 per cent, earned 50 cents per hour; 295, or 0.44 per cent, earned 53.13 cents per hour; 5,851, or 8.75 per cent, earned 56.25 cents per hour; 1,005, or 1.50 per cent, earned 57.5 cents per hour; and 401, or 0.60 per cent, earned 59.38 cents per hour. Thus 18,366, or 27.4 per cent, received from 50 cents to 59.38 cents per hour.

Of the remaining 3,134 skilled men, 504, or 0.75 per cent, earned 37.5 cents per hour; 200, or 0.30 per cent, earned 43.75 cents per hour; and 2,430, or 3.63 per cent, earned 46 cents per hour. These include the rates per day from \$3 to \$3.68.

Taking those employed in unskilled occupations, four divisions are made, those receiving \$2.20 and not over \$2.75 per day, those receiving \$3 per day, those receiving \$3.25 per day, and those receiving \$3.50 per day.

In the first group, 1,500, or 6.77 per cent, earned 27.5 cents per hour; 1,345, or 6.07 per cent, earned 31.25 cents per hour; 60, or 0.27 per cent, earned 33.13 cents per hour; and 50, or 0.23 per cent, earned 34.38 cents per hour, making a total of 2,955, or 13.35 per cent of the unskilled men earning less than \$3.

The largest group, 15,268, or 68.96 per cent, earned 37.5 cents per hour. The next group, 3,125, or 14.11 per cent, earned 40.63 cents per hour, and 793, or 3.58 per cent, earned 43.75 cents per hour.

#### SUMMARY AND ANALYSIS OF TYPICAL GRIEVANCES FILED BY UNIONS.

The table on page 25 shows that there were collectively 16 different classes of grievances, not including a miscellaneous class, filed with the General Arbitration Board. Other than the miscellaneous class the unions filed 11 kinds of grievances, while the employers filed only 6 different kinds.

#### EMPLOYMENT OF NONUNION MEN.

The most important complaints, from a numerical standpoint, were those filed by the unions against employers for employing non-union workmen. The greater portion of these cases were against subcontractors to whom work had been sublet by employers. They were, therefore, in reality against employers who were not in the first instance participants in the plan of arbitration, but who were later compelled to comply with the provisions of the plan. Of the 1,563 complaints of this nature filed, 1,058, or 67.7 per cent, were decided in favor of the unions and 353, or 22.6 per cent, were decided adversely. One was compromised, 22 referred to trade boards, and 129 withdrawn.

#### APPLICATION FOR REMOVAL OF PLAN.

The next largest number of complaints submitted by the unions, and probably more important than any other kind of complaint filed except that of jurisdiction, was for permission to remove the protection of the plan from a job or shop where the conditions established by the arbitration plan were not maintained. Section 31 of the plan is as follows: "When the conditions established by this arbitration

plan are not maintained in a shop or on a job by employers or employees not parties to this plan, the plan shall not apply in this particular shop or job for the time being: Provided the nonmaintenance is proven to the satisfaction of the executive committee of the General Arbitration Board and the dispute can not be adjusted by it within 24 hours." In effect, the above section permitted sympathetic strikes against employers not members of the plan. In compliance with section 32 of the plan, the unions had agreed "to maintain the wages, hours, and other conditions of employment prescribed by the several trade agreements within the territory covered by the plan."

The incorporation of this section afforded an opportunity for the unions to proceed against independent firms in an effort to maintain these conditions. The number of complaints of this kind was 381, of which 343, or 90 per cent, were decided in favor of the unions, 27 cases, or 7.1 per cent, against the unions, and 11 cases, or 2.9 per cent, were withdrawn.

#### INFRINGEMENT UPON TRADE JURISDICTION.

Controversies involving trade jurisdiction are the third largest in number in the chronicle of disputes considered by the General Arbitration Board, but in relative importance are considered first. The interest manifested in these cases by employers and employed is generally coequal, but at times the interest of the employers greatly exceeds that of the unions themselves.

The aggrieved unions presented 263 complaints on account of jurisdictional disputes or infringement upon trade jurisdiction. Regarding grievances of this character, the plan provides that "in case of a dispute concerning a question of jurisdiction of trade or a dispute caused by conflicting provisions of two or more trade agreements, the complainant shall notify the general secretary," who is authorized to call a conference of the unions and employers' associations interested. In the event of a refusal or failure of the parties concerned to adjust their differences within 21 days after the complaint has been filed, the General Arbitration Board or the executive committee must determine whether the question at issue is a subject for arbitration. Of the 263 complaints, 102 were decided in favor of the contenders, 82 were decided adversely, 22 were compromised, 13 were referred to trade boards, and 44 were withdrawn.

The judgments rendered and awards made by the arbitrators, particularly in cases of this nature, are believed to have eliminated a great source of trouble and have also insured and maintained friendly relations between the trade-unions, by which the building of structures progressed without interference.

With the evolution in the building industry, new ideas in architecture, the introduction of new inventions, new materials, new practices and processes, which in turn involved the control of those processes as well as the installation of new appliances, have kept the several trades constantly in controversies as to jurisdictional claims. Naturally the keenness for possession or dispossession at times is fought with much personal or local feeling, as the determination of the claim usually secures much more employment for the union into whose possession the jurisdictional claim is awarded, and a corresponding decrease in employments to the dispossessors.

The charter rights and prerogatives of the several international unions are jealously guarded, the theory being that the least encroachment upon their jurisdiction as claimed in their charter must not be tolerated. It is not always because the personnel in one trade as against another is better able to perform the particular kind of work in dispute, but rather because certain particular occupations are becoming increasingly more technical and subdivided in their character and every effort is made to control each and every item of employment possible in order to secure more employment for its members, and in just the proportion that one union deprives another union of employments, it increases the opportunities for employment of its own membership. For example, take the jurisdictional disputes of the plumbers and steam fitters; while the steam fitter and the plumber have a uniform wage scale and uniform conditions of employment, and both handle pipe as the principle material of their respective trades, the rights of the steam fitter to the installation of pipe for the conveying of steam are carefully protected from the encroachment of the plumber, who installs the identical kind of pipe for the conveying of water.<sup>1</sup>

Again, for example, take the installation of an elevator which involves seven trades, the machinist, electrical workers, steam fitters, steam fitters' helpers, structural iron workers, carpenters, and cement masons. The electrical workers do all the electrical wiring, the machinists set the electric elevator machinery, including the lining up of the motor to the winding portion of the machine, the electrical workers commence at the terminals of the motor and do all the wiring for operating and controlling circuits, and when the elevator is ready to start the electrical workers make the adjustments, start the machine, and set the automatic stops where elevators are controlled by a switch in the car or on the landings. When an elevator is controlled by a hand rope or mechanical wheel or crank device in the car the machinists start and adjust the elevator and machinery.

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<sup>1</sup> Since January 1, 1913, on account of the amalgamation of the plumbers and steam fitters, jurisdictional disputes in the pipe-fitting trades have been eliminated in cities other than New York.



The structural iron workers erect all structural work, including elevator towers, division beams for hatchways, and structural supports for overhead work; the machinists drill and set the sheave beams and supporting beams for the machines and the necessary leveling shims or chairs. The machinists install all elevator car and counterweight machined steel guide rails and the necessary brackets for fastening them in place, except when rivets are used; rivets are driven by the structural iron workers.

The machinists also install the mechanical control speed governor and its appurtenances and the installation of fabricated car frames and platform and guardrails on freight elevators.

The ornamental-iron worker sets all cabs on passenger elevators, and when elevators used for freight purposes are provided with ornamental-iron cabs the ornamental-iron workers set them also. When wood guideposts with wood car or counterweight guides are used they are set in place and the fastenings made by carpenters.

The steam fitters and steam fitters' helpers do all hydraulic pipe work in connection with hydraulic or other elevators, and when the steam fitting for pump or engine is included the steam fitters and steam fitters' helpers do that also. The machinists assemble the hydraulic machinery.

The building laborers do all the digging and concreting of all foundations relative to elevators or machinery pertaining to systems, except finishing work, which is done by cement masons. The foundation bolts are set by machinists.

#### NONPAYMENT OF WAGES.

The nonpayment of wages was never considered as a serious dispute directly between employers and employees under the plan, but rather between subcontractors indirectly parties to the plan. There were 42 complaints of this nature filed by the unions. Of these 42 cases, 36 were decided in favor of the unions, 3 adversely, and 3 were withdrawn.

#### USE OF NONUNION PRODUCTS.

Restriction against the use of nonunion products is claimed by the unions in practically all contracts made between the employers and the unions, and has been kept inviolate except in a few instances. Of the 38 complaints recorded, 26 were filed by the carpenters' union. Controversies over the use of nonunion material has caused many injunctions to be issued by the courts against this union, but a recent decision of the courts is believed by the carpenters to confirm their contentions against the use of nonunion products. Out of the 38 complaints filed 16 were sustained, 9 were not sustained, 3 were referred to trade boards, and 10 withdrawn.

**FAILURE TO COMPLY WITH DECISIONS.**

Failure of employers to comply with the decisions or obey the orders of the arbitrators occasioned serious consideration at the hands of the executive committee. While the executive committee acting as a committee of the Board of Arbitration had no authority to inflict punishment upon employers for failure to comply with the decisions of the arbitrators, the records show that a recommendation from the executive committee to the board of governors of the Building Trades Employers' Association that cognizance be taken of the offense committed and that the offenders be disciplined never failed to have the desired result. In many instances the punishment was considered severe. The character of the punishment meted out to the offenders varied from expulsion from the association, suspension from membership, fines ranging as high as \$5,000, or both fine and suspension, to the lighter punishment of imposing a censure with a warning against future disobedience. There were 41 complaints of this kind, 39 of which were sustained, the remaining 2 being withdrawn.

**NONPAYMENT OF UNION WAGE SCALE.**

Complaints against firms for nonpayment of union wage scale numbered 28. Approximately one-half of these were made by the unions of carpenters and painters. This issue usually resolved itself into the question of the responsibility of a subordinate in charge of a piece of work and his authority to fix the rate of wages of men hired by him without the knowledge of his superior in charge. Of the 28 complaints filed 12 were adjusted by conciliation. The remaining 16 were referred to arbitration with the result that 9 were decided in favor of the unions, making a total of 21 cases decided favorably as against 7 cases decided adversely.

**UNIONS v. UNIONS FOR ENGAGING IN STRIKES.**

Complaints of unions against other trades for engaging in strikes usually involved the question of jurisdiction of trades. Of the whole number recorded with the Board of Arbitration the majority were filed by the plasterers and gas fitters. These disputes also involved the question of the removal of the protection of the plan of arbitration as well as the employment of nonunion workmen. The complaints of this nature usually cited the fact that several trades were striking in opposition to the complainant and in defiance of the plan. Twenty-four cases of this kind were referred to arbitration, 14 of which were decided favorably, 7 adversely, and 3 were withdrawn.

**REFUSAL TO ADMIT BUSINESS AGENTS TO BUILDING.**

Refusal of employers to allow business agents to enter buildings was the cause of serious discussion on the part of the executive committee and resulted in the passing of a resolution empowering the

committee to issue cards or credentials to business agents permitting them to enter buildings. Eight of the 12 complaints recorded were filed by the Sheet Metal Workers' Union. The objection on the part of the sheet metal employers was that they believed the business agents were endeavoring to obtain possession of secret processes and they did not propose to allow them to secure access to these processes. The other complaints were for a variety of reasons, but the executive committee decided favorably in 11 of the 12 cases.

#### REFUSAL TO INCREASE WAGES.

Refusal of employers to increase wages occasioned 12 disputes distributed among as many associations and for a variety of causes. Chiefly among them, however, was the inability of employers and employees to enter into new agreements which represented an advance in the wage scale. One prominent case kept the interested parties in conference over this one point for a period of eight months without arriving at a settlement. The final outcome of the majority of such cases was that the executive committee usually brought the representatives of the unions and associations to an understanding of their obligations to each other by assisting in the formation of a new agreement. Of the 12 complaints referred to the arbitrators, 3 were decided in favor of the unions, 1 was decided adversely, 4 referred to trade boards, and 4 were withdrawn.

#### SUMMARY AND ANALYSIS OF TYPICAL GRIEVANCES FILED BY EMPLOYERS.

The total number of complaints filed by the employers was 318. Of this number 214 were against unions for engaging in strikes and 18 for threatening to engage in strikes, or a total of 232 complaints of the above nature. It is of special interest to note that this character of complaints constituted 73 per cent of all the complaints recorded by employers.

Section 2 of the plan of arbitration provides that "the unions as a whole or a single union shall not order any strike against a member of the Building Trades Employers' Association, nor shall any number of union men leave the works of a member of the Building Trades Employers' Association, nor shall any member of the Building Trades Employers' Association lock out his employees."

The records of the Board disclose the fact that there was a multiplicity of reasons given by the unions as excuses for their constant violation of the section referred to, but chiefly they are as follows: "Because the employers had violated the trade agreement"; employment of nonunion men"; requests to "erect unfair material"; refusing to "scab it on another local union"; "against subcontractors not a party to the plan"; "encroaching upon jurisdiction"; "employers

handling nonunion products"; "nonpayment of union wage scale"; "against the introduction of dual unions"; "refusal to increase wages"; and "sympathetic strikes." Of the total number of complaints for engaging in strikes (214) and threatening to engage in strikes (18) the disposition is as follows: One hundred and sixty-five cases were decided favorably and 34 unfavorably to the employers, 5 were referred to trade boards, and 28 were withdrawn.

#### APPLICATION FOR RESTORATION OF PLAN.

Applications for restoration of the plan involved the next largest number of disputes. These applications usually concerned a dispute as to whether strictly union conditions obtained on the job when an application for a removal of the protection of the plan had been granted the unions. The executive committee usually ruled that "it is not necessary for this committee to affirm the fact that the plan is back on a building. The very fact that the condition for which the plan was removed has been removed automatically puts the plan back." It appears that when the executive committee was satisfied that everything had been done to establish and maintain strictly union conditions on the buildings affected, but without the desired result, it was useless and unnecessary to continue the sympathetic strike. The number of cases filed was 42. Of this number 26 cases, or 61.9 per cent, were granted; 13 cases, or 31 per cent, were refused; and 3 cases, or 7.1 per cent, were withdrawn.

#### FAILURE TO COMPLY WITH DECISIONS.

There were 22 complaints against the union for not complying with the decisions of the arbitrators. These complaints were not confined to any one kind of dispute, but involved nearly as many kinds as there were disputes. But the principal reason given for noncompliance with the terms of the decision was that the decision "overreached" and therefore ought to be modified. However, 18 of the 22 cases recorded were enforced, 3 others it was found inexpedient to enforce, and 1 was withdrawn.

There appears not to have been any method of discipline provided for offenders among the unions, as in the case of the employers, for this character of complaints, and therefore no record of the method of enforcement.

#### FOR VIOLATING TRADE AGREEMENTS.

The employers were not as fortunate in getting favorable decisions in this class of complaints as in others, for the reason that the violations were of an extremely technical nature.

The cases that were decided favorably were cases where workmen had violated the terms of their agreement by working for individuals

not regularly engaged in the business of contracting for pipe covering and asbestos work. This was held to be in violation of the agreement, inasmuch as it happened to be within a radius of 25 miles of New York City. The agreement provides that union men are "to work only for firms that are regularly engaged in the business of pipe covering and asbestos work." The other case was for refusing to comply with the terms of an agreement "fixing the ratio of helpers to journeymen by electrical workers."

The 7 remaining cases, though apparently of seeming import to the complainants, were decided as follows: Three adversely, 1 referred to a trade board, and 3 withdrawn.

#### FAILURE OF UNIONS TO SUPPLY MECHANICS.

In most agreements between employers and unions "it is mutually agreed that in placing men" the unions "shall at all times give preference" to employers who are parties to the arbitration plan. This clause was held by the unions not to interfere with its members who were employed by independent concerns, or, in other words, the unions did not consider this clause as compelling them to withdraw any of its members from the employ of independent concerns in order to supply mechanics to members of the employers' association. However, a decision of an umpire was to the effect that the unions must supply mechanics to members of the employers' associations, "even though the union must take such men from shops of employers not members of the association of employers." This decision served to stand as a precedent for complaints of this nature and is believed to have avoided many difficulties. Of the 3 complaints filed, 2 were decided favorably and 1 adversely.

## **APPENDIX A.—JOINT ARBITRATION PLAN BETWEEN THE BUILDING TRADES EMPLOYERS' ASSOCIATION AND THE UNIONS OF THE BUILDING TRADES OF GREATER NEW YORK.**

[Adopted July 3, 1903: revised July 9, 1903, and April 22, 1905.]

SECTION 1. This arbitration plan shall govern the relations between the members of the Building Trades Employers' Association and the unions, parties to this plan, employed by them on buildings or structures under construction or alteration, and in such shops as were unionized and recognized as union shops by the Building Trades Employers' Association on or after July 3, 1903, and in the shops where trade agreements provide that this plan shall govern; and it shall apply within all the territory known as Greater New York, unless otherwise specified in trade agreements. This plan applies to the mechanics of the trades and those helpers' organizations from which the mechanics of the trades are largely derived.

SEC. 2. The unions as a whole or as a single union shall not order any strike against a member of the Building Trades Employers' Association, nor shall any number of union men leave the works of a member of the Building Trades Employers' Association, nor shall any member of the Building Trades Employers' Association lock out his employees.

SEC. 3. The employers parties to this arbitration plan agree to employ members of the trade-unions only, directly or indirectly, through subcontractors or otherwise, on the work and within the territory as described in section 1 of this plan.

SEC. 4. There shall be a General Arbitration Board, consisting of two representatives from each employers' association affiliated with the Building Trades Employers' Association and two representatives from each union recognized as a party to this plan.

SEC. 5. The General Arbitration Board shall exercise the powers delegated to it by the several provisions of this plan; shall determine the manner of adjustment of any dispute which is not specifically covered by this plan; shall adopt and amend a code of procedure; and shall determine the manner in which and by whom the expenses of special arbitration boards shall be paid.

SEC. 6. Each association of employers and each union of employees, parties to this plan of arbitration, shall elect semiannually two arbitrators and two alternates who shall serve for six months or until their successors are elected. In case of the inability of an arbitrator and his alternate to attend, an association of employers or a union of employees may appoint a temporary substitute. All representatives of employers' associations on the General Arbitration Board shall be engaged in, or officers of a corporation engaged in the trade they represent. All representatives of the unions on the General Arbitration Board shall be working at their trade.

SEC. 7. Regular meetings of the General Arbitration Board shall be held once each month. Special meetings may be called by the chairman or the executive committee, and shall be called upon the filing with the secretary of a written request from five organizations represented in said board.

SEC. 8. At all meetings of the General Arbitration Board and the executive committee a majority vote shall carry any question, including the election of officers, except a member call for a division, when, in order to carry a question or to elect an officer, it shall require a majority vote of the representatives of each side present and voting. In case of disagreement and inability of the body to agree upon a motion a conference committee shall be appointed, which shall report a motion or motions to the meeting.

SEC. 9. The chairman and the vice chairman of the General Arbitration Board shall be elected semiannually by and from the members of the General Arbitration Board and shall hold office until their successors are elected. One of these officers shall be an employer and the other an employee.

SEC. 10. The general secretary shall be elected by the General Arbitration Board for a term of one year and shall serve until his successor is elected.

SEC. 11. The cost of maintaining the headquarters of the General Arbitration Board, including the salaries of the secretary and his assistants, shall be divided equally between the Building Trades Employers' Association and the unions collectively.

SEC. 12. The general arbitrators must be given power by the organizations they represent.

SEC. 13. The headquarters of the General Arbitration Board shall not be the meeting room nor the clubrooms of any association of employers or employees.

SEC. 14. There shall be an executive committee of the General Arbitration Board, which shall consist of twelve members of said board, six of whom shall be elected by the representatives of the unions in the General Arbitration Board, and six of whom shall be elected by the employers' representatives in the General Arbitration Board.

SEC. 15. The executive committee shall exercise the powers delegated to it by the several provisions of this plan; shall have control of all receipts and expenditures; shall act as a board of conciliation; shall exercise all the powers vested in the General Arbitration Board between the regular meetings of said board, except the power to amend the code of procedure and fix the expenses of special boards. It shall report all its proceedings to the General Arbitration Board. The committee shall meet once a week or upon the call of the secretary.

SEC. 16. The executive committee first elected shall divide itself by lot into six classes, so that one employer and one employee shall serve one, two, three, four, five, and six months, respectively. At the expiration of the term of each committeeman his successors shall be elected to serve for a period of six months.

SEC. 17. All decisions of the executive committee shall be final and binding upon all the parties to this arbitration plan unless disapproved by the General Arbitration Board, in the following manner: Upon the receipt of the report of the executive committee any decision of the executive committee may be subject to review by the General Arbitration Board at the request in writing of an association of employers or employees under seal of the organization and endorsed by a majority vote of the representatives of either side present and voting. In the case of such review the question before the board shall be, "Shall the decision of the executive committee be disapproved?" If the decision is disapproved the General Arbitration Board shall proceed to dispose of the question.

SEC. 18. All complaints shall be addressed to the secretary, in writing, who shall endeavor to adjust them and report them to the executive committee.

SEC. 19. Where a trade agreement exists between an employers' association and a union, all disputes in that trade shall be settled by a trade board of arbitration with an umpire, if necessary. The decision of said board or umpire shall be final. Should the trade board fail to agree upon an umpire, or should either side fail to abide by the decision of the trade board or the umpire, the question shall be referred to the General Arbitration Board, for action, within twenty-four hours after such failure or refusal.

SEC. 20. Should a dispute arise in a trade in which there is no trade agreement between the employers' association and the union of the trade, or between an employer and a union between whom there is no trade agreement, said dispute shall be referred to the General Arbitration Board.

SEC. 21. In the case of a dispute concerning a question of jurisdiction of trade or a dispute caused by conflicting provisions of two or more trade agreements, the complainant shall notify the general secretary, and the secretary shall immediately call a conference of the unions and employers' associations interested. The conference

shall settle the dispute by conciliation, if possible, or refer it to arbitration, if necessary. Pending the adjustment of the dispute, the work shall be performed by such mechanics members of unions parties to this plan as the trade contractor for the work may have elected to employ. In case of refusal or failure on the part of any union or employers' association concerned to adjust such a dispute in the manner above described within twenty-one days after the filing of the complaint, the dispute shall be submitted to the General Arbitration Board or the executive committee, which shall determine whether the question at issue is a subject for arbitration. Should the General Board or executive committee decide that the question is a subject for arbitration, it shall refer the case to a special board, provided the dispute can not be adjusted by conciliation.

SEC. 22. The work that has been heretofore recognized to be in the possession of a trade shall not be submitted to arbitration; provided, when possession is claimed by a party or parties to a jurisdiction of trade dispute, that question shall be decided by the executive committee, and in case of a disagreement the executive committee shall refer the question to an umpire. If the executive committee or the umpire decides that the work has not been to the possession of a trade, the question of who shall perform the work shall then be referred to a special board of arbitration.

SEC. 23. "Unskilled trades" are hereby defined to be those of laborers, helpers, or workers from whose ranks mechanics of a particular trade are not regularly recruited. Any difficulty arising in the unskilled trades may be adjusted in accordance with the provisions of this plan through the mechanics of the trade in which the unskilled are working and should the mechanics of a trade repeatedly refuse to file a complaint it may be presented upon the written request of five organizations parties to this plan.

SEC. 24. Special arbitration boards shall consist of not less than four members, and shall be chosen from the members of the General Arbitration Board. They shall meet within twenty-four hours when notified by the general secretary.

SEC. 25. It shall be the privilege of any union or employers' association, through its representatives on the General Arbitration Board, to select the members of a special board to act for them, but no general arbitrator can act when the dispute is occurring in the trade which he represents. In case of the failure of any party to a complaint to select arbitrators within two weeks after an arbitration by a special board has been ordered, the executive committee shall select the necessary arbitrators.

SEC. 26. The arbitration papers are to be drawn by the general secretary, and shall contain a specific statement of the question in dispute and a provision that all parties agree to abide by the decision of the special board or the umpire. The umpire must be selected before the case is opened. In case of refusal of any party to sign the arbitration papers, the executive committee shall determine, from the papers in the case, the specific question to be arbitrated.

SEC. 27. The arbitration papers must be properly signed and sealed by the contending parties, each party receiving its copy. After a careful hearing of the case, stenographically reported, the verdict obtained by a majority vote, cast so as to include at least one representative of each of the contending parties, or a decision of the umpire shall be final and binding. No organization of employers or employees shall be permitted to alter or amend any decision or part thereof rendered by the General Board, executive committee, or a special board of arbitration.

SEC. 28. Members of special arbitration boards who may be in the employ of members of the Building Trades Employers' Association are guaranteed reemployment by their firm or corporation when the special board on which they shall have served has disposed of the case.

SEC. 29. No lawyer is to act as arbitrator, counsel, or advisor at any proceeding held under this plan.

SEC. 30. Business agents of the unions parties to this plan shall be permitted to enter all shops, buildings, or structures described in section 1.



SEC. 31. When the conditions established by this arbitration plan are not maintained in a shop or on a job by employers or employees not parties to this plan, the plan shall not apply in this particular shop or on the particular job for the time being, provided the nonmaintenance is proven to the satisfaction of the executive committee of the General Arbitration Board and the dispute can not be adjusted by it within twenty-four hours.

SEC. 32. The Building Trades Employers' Association agrees that its members and the labor unions collectively agree that the several unions and their members shall faithfully observe and abide by the provisions of this plan, and the labor unions collectively agree to maintain the wages, hours, and other conditions of employment prescribed by the several trade agreements and this arbitration plan wherever members of any trade-union, parties to this plan, are employed within the territory covered by this plan.

SEC. 33. After the date of the adoption of this plan, no union shall become a party thereto without the consent of the General Arbitration Board, but should the General Arbitration Board disagree on the question of admitting a union, it shall refer the case to arbitration.

## APPENDIX B.—RULES OF PROCEDURE OF THE GENERAL ARBITRATION BOARD.

The rules of procedure as adopted were the result of considerable study on the part of a special committee appointed for that purpose. That they were not satisfactory to all concerned was admitted, but after a thorough study by the board of their actual workings for a period of several months, amendments were proposed and adopted, and the final draft was as follows:

### RULES OF PROCEDURE OF THE GENERAL ARBITRATION BOARD OF THE NEW YORK BUILDING TRADES.

[Adopted Aug. 10, 1903, and amended Mar. 1, 1904.]

1. Complaints shall be specific and shall be first addressed in writing to the general secretary and signed by the secretary or business agent of the union or secretary of the employers' association. The General Arbitration Board or the executive committee, as the case may be (see secs. 2 and 9 of the plan), shall be convened by the general secretary within 24 hours of receipt of a complaint, but the complaint, if made by a union, must receive its seal before being presented to the meeting.

2. Upon the receipt of a complaint the general secretary shall immediately address a copy of the same to the president and secretary of the association or union of which the party or parties complained of are members, also a copy to the business agent of the union and the individual employer concerned.

3. If, on a complaint being presented to the General Board or executive committee, as the case may be, by any party to the arbitration plan, and another party to the arbitration plan considers itself involved, the General Arbitration Board or the executive committee, as the case may be, may make such parties parties to the complaint, provided the application is made at or previous to the meeting of the Board in which the complaint is considered, and the general secretary shall notify the new parties to the complaint in the same manner as he does the original parties.

4. After the General Arbitration Board or executive committee has authorized the special arbitration board and the parties to a complaint have selected their arbitrators from the General Arbitration Board (see sec. 10) the general secretary shall call a meeting of the special board so selected within 24 hours. Should the parties to a complaint decline or fail to select their arbitrators from the General Arbitration Board within 24 hours, after being notified to do so, the general secretary shall call a meeting of the executive committee of the General Arbitration Board within 24 hours and said executive committee shall at once organize a special arbitration board to decide the point at issue, as provided in section 9 of the agreement.

5. The special arbitration board shall convene within 24 hours, shall be called to order by the general secretary, and shall organize by electing a chairman and secretary. The umpire shall then be selected and his acceptance obtained before opening the case as provided for in section 12 of the agreement.

6. Arbitration papers as provided for in section 12 of the joint arbitration plan, in which the complaint and questions to be arbitrated must be specifically stated, shall be signed by the official representatives of all parties to the complaint and presented to the special arbitration board after the receipt of the acceptance of the umpire. The said board shall then proceed forthwith to conduct the hearing under the following rules:

(A) The party (or parties) making the complaint shall each have the right to present its case and evidence without interruption, excepting that when oral evidence is introduced, cross-examination of witnesses shall be allowed. The opposing party (or parties) shall have the same right to present its case. The first party or parties shall then have the right to present evidence strictly in rebuttal and the opposing party or parties shall in turn be allowed to present counter evidence strictly in surrebuttal.

(B) In case either side is unable to present particular evidence at the moment under the provisions of paragraph A, the order of procedure may be varied to the extent of allowing such evidence to be presented at such session as may be agreed upon by the parties to the arbitration or as may be ordered by a majority of the special board of arbitration. All evidence must be presented at the regular open sessions of the board. No evidence shall be considered by the special arbitration board except that which is presented at its regular open sessions.

(C) After all evidence has been presented, the defendants and then the complainants shall present their oral arguments. Each party to the case shall be represented by one of its members only, acting as counsel.

(D) A majority of the special board of arbitration must agree upon the exact times and places of hearing and all parties shall receive notification.

(E) The umpire shall not confer directly or indirectly on the matter in arbitration with either or any of the parties interested from the time of his appointment until the decision has been duly signed by the umpire or a majority of the special arbitration board. The members of the special arbitration board shall be permitted in any case to visit together any building to investigate the testimony presented. Any violation of the provisions of this or the preceding section proven to the satisfaction of the body authorizing the special arbitration board shall invalidate all acts of said special arbitration board and proceedings shall begin anew.

(F) When the hearings are concluded, the arbitration board shall without unnecessary delay go into executive session, from which all persons except the members of the board and its stenographers shall be excluded. The award of the board must be formulated and signed by at least three members thereof at a regular executive session, after there has been full opportunity for consideration and discussion, due notice of such session having previously been given to each member.

(G) The arbitration board shall not be compelled to set forth its reasons for making the award and may do so only in the written award. In framing its award, the findings shall be expressed in detail, in order that no misunderstanding shall afterwards occur.

(H) Should a majority of the special arbitration board fail to agree upon an award or decision within a reasonable length of time, all records, evidence, and exhibits in the case and the briefs of the members of the board (if they desire to submit briefs) shall forthwith be transmitted to the umpire, who shall be privileged to confer with the parties to the complaint (all parties to the complaint must receive proper notification of the proposed conference) and who shall render his decision without unnecessary delay.

(I) The transcript of the report of the stenographer shall be accepted as the true evidence of what occurred at all hearings, unless it can be conclusively shown that substantial errors exist in said transcript.

7. The general secretary shall notify the secretaries of the organizations, parties to a complaint, of all meetings of the executive committee, General Arbitration Board, and special arbitration board if called for the purpose of considering the same. He shall mail copies of the proceedings of all meetings of the General Arbitration Board and copies of all arbitration decisions to the secretaries of all unions and associations.

8. The chairman of the General Arbitration Board, who shall be elected annually at the first meeting held during the month of July, shall be chairman of the executive committee, and the general secretary shall be secretary of the executive committee.

9. There shall be a vice chairman, who shall be elected annually at the first meeting in July, to serve for one year and who shall perform the duties of the chairman in the absence of that officer.

10. It is the unanimous opinion of the members of the General Arbitration Board that all disputes arising between employers and employees in trades having joint agreements should be adjusted by the trade arbitration or conference board of the particular trade.

11. The meetings of the General Arbitration Board and of the executive committee, except as otherwise provided for, shall be conducted in accordance with the rules of procedure and debate outlined in Cushing's Manual.

12. Members of special arbitration boards shall be remunerated for lost time while serving as members of said boards at the rate of \$6 per day, each arbitrator to be paid by the parties for whom he is acting.

## APPENDIX C.—TRADE JURISDICTION IN THE BUILDING TRADES OF GREATER NEW YORK.

The following descriptive matter concerns the jurisdictional claims of the 31 unions in the building trades industry in Greater New York. Divided into occupational units there are 63 separate and distinct divisions of labor with exactly that many independent jurisdictional claims and wage rates.

The purpose is to show: First, the original trade jurisdiction as provided for in the charter grant of the national or international union with which each respective local union in the building trades industry is affiliated. It must be understood that the original "jurisdiction claims" in charters granted to national or international unions by the American Federation of Labor constitute the jurisdiction claimed by the organization thus chartered, and allowed by the American Federation of Labor, except that in each such charter grant the trade jurisdiction is "held to be controversial."

Second, all agreements that have been made between national and international unions in the settlement of jurisdictional claims over work which has been in dispute between said national and international unions.

Third, all decisions and awards that stand as the legal jurisdictional findings made in conventions of unions of the building trades affiliated with the building trades department of the American Federation of Labor.

Fourth, all contractual relations between employers' associations and the unions in the building trades industry which apply to trade jurisdiction in Greater New York.

Fifth, all decisions, awards, and rulings effecting in any way the jurisdiction of trades made by the General Arbitration Board, the executive committee, special arbitration boards, or umpires in connection with the building trades arbitration plan in Greater New York.

An effort has been made to present this information concerning jurisdiction of trades by occupational units in related trade groups. This grouping permits of a close relationship as regards jurisdiction and is presented in 10 industrial divisions, as follows: Structural, sheet, and fabricated metal trades, natural and artificial stone-working trades, woodworking trades, electrical trades, painting and decorative trades, composition plastic trades, plain and ornamental clay-products trades, pipe-fitting trades, motive-power trades, and the miscellaneous trades.

Accompanying this descriptive matter as outlined above, there is presented a table showing the occupational units in each related group. These tables also give the number of unions in their respective trades in Greater New York, and for each trade the membership and daily wage rate for 1913.

#### PAINTING AND DECORATIVE TRADES.

The crafts in this group cover the application of every form of decoration used in or on a building or structure. The work in the painting trades consists of the application of oil, paint, water colors, varnishes, stains, or other material used for preservation or decoration, including enameling and gilding of furniture, mural decorations, and structural woodwork; in the paper-hanging industry, the hanging of all paper or other fabrics used for the covering of walls, and the preparation of walls for receiving the same.

The decorative art glass work extends to the making and setting of art or stained-glass windows, cutting and setting glass mosaics, cutting and setting decorative glass for walls or ceilings.

Decorative upholstery includes the making and hanging of curtains, draperies, wall slatting, wall hanging, also the making of cushions, slip covers, and shades.

NUMBER OF UNIONS AND MEMBERS AND RATES OF WAGES IN PAINTING AND DECORATIVE TRADES, BY OCCUPATIONS, 1913.

Ocupations.	Number of unions.	Number of members.	Daily rate of wages, 1913.
Decorators and gilders, fresco painters.....	1	70	\$4.50
Decorative art glass workers.....	1	265	5.00
Paper hangers.....	1	300	6.00
Plate and sheet glass glaziers.....	1	100	3.50
Painters.....	1	8,958	4.00
Upholsterers.....	1	744	4.50
Total.....	6	10,437	.....

#### BROTHERHOOD OF PAINTERS, DECORATORS, AND PAPER HANGERS OF AMERICA.

##### ORIGINAL CHARTER CLAIMS AND JURISDICTION.

The Brotherhood of Painters, Decorators, and Paper Hangers of America, chartered by the American Federation of Labor, is recognized by it and by its affiliated organizations as having jurisdiction over all men engaged in the painting, paper hanging, and decorating industry, and in all kindred occupations which have been and are performed by the men employed in that industry. This work in which its members are employed consists of the applying of oil or other paints, water colors, plastic composition, varnish, stains, and all other materials applied with a brush, by dipping or other process, to plaster, wood, metal, or other materials for their preservation or decoration, including all house, sign, pictorial, car, carriage, machinery, ship, and railroad equipment, painting or decorating, the finishing of all woods used in buildings, or for furniture of office fixtures, the hanging of all paper or other fabrics used for the covering of walls, the preparation of walls for receiving the same, the placing in position of finished wall moldings, the imitation of woods (graining), marbles, or

other materials, the enameling and gilding of furniture, mural decorations, and structural woodwork, the setting of all glass with the exception of art leaded glass. (Subject to revision.)

*Decorators and gilders.*—The painting (frescoing), decorating, enameling, and gilding of furniture, mural decorations, and structural woodwork.

*Paper hangers.*—The hanging of all paper or other fabrics used for the covering of walls, the preparation of walls for receiving the same, and the placing in position of finished wall moldings.

*Plate and sheet glass glaziers.*—The Brotherhood of Painters, Decorators, and Paper Hangers of America has jurisdiction over the setting and glazing of all plate and window glass, mirrors, beveled plate, rough-ribbed wire or colored glass and art glass set or glazed with putty or for moldings in wood, copper, iron, or other metal, or in marble or stucco or other material which is set in sash or doors or other openings in all buildings in course of erection or repair.

JURISDICTION AWARDS OF THE BUILDING TRADES DEPARTMENT OF THE AMERICAN  
FEDERATION OF LABOR.

*Brotherhood of Painters, Decorators, and Paper Hangers of America v. International Brotherhood of Composition Roofers, Damp and Waterproof Workers.*

Agreement entered into by and between the Brotherhood of Painters, Decorators, and Paper Hangers of America and the International Brotherhood of Composition Roofers, Damp and Waterproof Workers.

First. That the painters do not claim the right to apply any of the material claimed by the International Brotherhood of Composition Roofers except such material as is applied by a brush that is ordinarily used by the painters in applying the materials covered in their jurisdiction.

Second. That the International Brotherhood of Composition Roofers does not claim the right to apply any of the material in dispute except when applied by or with a three-knot, long-handled brush, mop, or swab.

*Brotherhood of Painters, Decorators, and Paper Hangers of America v. Ceramic, Mosaic, and Encaustic Tile Layers and Helpers International Union.*

Agreement entered into by and between the general executive board of the Brotherhood of Painters, Decorators, and Paper Hangers of America and the general executive board of the Ceramic, Mosaic, and Encaustic Tile Layers and Helpers International Union shall take effect December 5, 1910, and remain in force until amended, revised, or changed at a meeting between the representatives of both organizations called for this purpose.

SECTION 1. It is agreed by both parties to this agreement that all plate and window glass, mirrors, beveled plate, rough, ribbed, wire, figured, colored, or art glass set in sash, frames, doors, or skylights, constructed of wood, sheet metal, iron, stone, or other material and set with putty or molding, shall be set by the members of the Brotherhood of Painters, Decorators, and Paper Hangers of America, and that where glass is used as a substitute for ceramic, mosaic, or encaustic tile, and set on floors, walls, and ceilings in mortar, cement, or other plastic material used to secure such tile in position, shall be set by members of the Ceramic, Mosaic, and Encaustic Tile Layers and Helpers International Union, when cut to size and shape for setting. It is further agreed by the Ceramic, Mosaic, and Encaustic Tile Layers and Helpers International Union that all glass delivered on jobs in stock sheets shall be cut to the required size by a member of the Brotherhood of Painters, Decorators, and Paper Hangers of America.

SEC. 2. Should any differences arise regarding the work as covered by this agreement, a committee appointed by and representing the district council or local union of each organization in that locality, shall meet and adjust such differences. Should

the committees of the local unions fail to agree, an executive officer of each international union shall be requested to attend and assist in the adjustment.

SEC. 3. It is further agreed that the national officers of both organizations shall insist that all agreements entered into shall be carried out by affiliated unions.

*Brotherhood of Painters, Decorators, and Paper Hangers of America v. Amalgamated Sheet Metal Workers' International Alliance.*

Agreement entered into by and between the general executive board of the Brotherhood of Painters, Decorators, and Paper Hangers of America, and the Amalgamated Sheet Metal Workers' International Alliance, shall take effect December 1, 1910, and remain in force until amended, revised, or changed, at a meeting between the representatives of both organizations called for this purpose.

SECTION 1. It is agreed by both parties to this agreement that all glass set in sheet-metal sash, frames, doors, or skylights shall be set by members of the Brotherhood of Painters, Decorators, and Paper Hangers of America, according to their claim of jurisdiction granted by the convention of the Building Trades Department, American Federation of Labor, at St. Louis, December, 1910; and that all sheet-metal work on sheet-metal sash, frames, doors, or skylights shall be done by the members of the Amalgamated Sheet Metal Workers' International Alliance.

SEC. 2. In localities where differences now exist or may arise in the future, such differences shall be adjusted by a committee appointed by and representing the district councils or local unions of both organizations in that locality. Should this committee be unable to agree, a representative of the general executive board of each organization shall be called in to assist in the adjustment.

SEC. 3. It is also agreed that the national officers of both organizations where local unions fail to agree, shall insist that this agreement be carried out by affiliated unions.

*Brotherhood of Painters, Decorators, and Paper Hangers v. United Association Journeymen Plumbers, Gas Fitters, Steam Fitters, and Steam Fitters' Helpers.*

[Decision of the Rochester Convention, Building Trades Department, American Federation of Labor, adopted Nov. 29, 1912. See p. 141 of printed proceedings.]

*Resolved*, That the United Association of Plumbers, Gas Fitters, Steam Fitters, and Steam Fitters' Helpers be and is instructed to require that its affiliated unions desist from further trespass upon the jurisdiction of the Brotherhood of Painters, Decorators, and Paper Hangers of America, and when and where necessary to notify their employers that neither journeymen nor helpers will be permitted to do this work.

*Brotherhood of Painters, Decorators, and Paper Hangers of America v. International Association of Marble Workers.*

Agreement entered into by and between the general executive board of the Brotherhood of Painters, Decorators, and Paper Hangers of America and the general executive board of the International Association of Marble Workers, shall take effect December 5, 1910, and remain in force until amended, revised, or changed at a meeting between the representatives of both organizations called for this purpose.

SECTION 1. It is agreed by both parties to this agreement that all plate and window glass, mirrors, beveled plate, rough, ribbed, wire, figured, colored, or art glass set in sash, frames, doors, or skylights, constructed of wood, sheet metal, iron, stone, or other material and set with putty or molding, shall be set by the members of the Brotherhood of Painters, Decorators, and Paper Hangers of America, and that where glass is used as a substitute for marble in interior finish or decoration, and is carved, cut, polished, or rubbed, shall be set by members of the International Marble Workers of America.

SEC. 2. Should any differences arise regarding the work as covered by this agreement, a committee appointed by and representing the district council or local union

of each organization in that locality shall meet and adjust such differences. Should the committees of the local unions fail to agree, an executive officer of each international union shall be requested to attend and assist in the adjustment.

SEC. 3. It is further agreed that the national officers of both organizations shall insist that all agreements entered into shall be carried out by affiliated unions.

AWARDS AND DECISIONS OF THE GENERAL ARBITRATION BOARD OF GREATER NEW YORK.

*Amalgamated Painters and Decorators v. The Iron League—Painting of structural ironwork.*

UMPIRE'S DECISION, SEPTEMBER 7, 1904.—I find: I. That temporary painting, shop coats, priming coats, whether put on at the shop or at the building in process of erection, roughly applied as with large brushes, long-handled brushes, intended for the temporary protection of steel or iron work to be inclosed in the course of the construction, is unskilled work which may be done by nonpainter apprentices, laborers, etc., and that the defense is, therefore sustained in his contention with regard to rough painting of steel and iron work for temporary protection.

Where, however, it is rendered clear by the specifications or contracts that the painting is not merely for temporary protection, but for permanent protection, as for example, where specifications or contracts provide for several extra coats, make careful provisions as to the paint to be used, the colors, mixtures, etc., that the paint be carefully and evenly applied and thoroughly rubbed in, etc., or otherwise indicate and call for the work of a professional painter, I find:

II. That this painting, although the structural steel or iron work to be painted is intended to be inclosed, is clearly not for temporary but permanent protection and calls for skilled labor and is, therefore, according to the arbitration plan, work which must be done by union painters.

*Painters' District Council v. J. B. & J. M. Cornell—Exposed ironwork, applying of shop coats or priming coats.*

DECISION OF EXECUTIVE COMMITTEE, MARCH 8, 1907.—The painting of all exposed ironwork shall be done by painters. The applying of shop coats or priming coats, whether put on at the shop or at the building in process of erection, roughly applied with large brushes or long-handled brushes, and intended for the temporary protection of steel or iron work to be inclosed in the course of the construction is unskilled work which may be done by nonpainters, apprentices, or laborers.

AMALGAMATED GLASS WORKERS' INTERNATIONAL ASSOCIATION OF AMERICA.

ORIGINAL CHARTER CLAIMS AND JURISDICTION.

Jurisdiction covers the making and setting of art glass or stained glass windows. The trade is subdivided into the following crafts:

Cutting, glazing in lead or metal, and setting same in buildings.

Cutting and copper glazing globes and shades.

Cutting and setting glass mosaics.

Cutting and glazing decorative glass for walls and ceiling, and all preliminary work connecting with any of the foregoing branches.

The making of beveled plate glass and mirrors and the setting of same.

These are known in their craft specialties as follows: Glass cutters, lead glaziers, metal-sash glaziers, prism glaziers, bevelers, silverers, scratch polishers, embossers, engravers, designers, glass painters, draftsmen, sand-blast workers, glass chippers, glass-mosaic workers, setters, putty glaziers, cementers, benders, flat glass or wheel cutters, glass-sign makers.

Jurisdiction is claimed over cutting of glass for lead and metal glazing; glazing of glass in lead and metal; cutting and copper glazing globes and shades; cutting and



setting glass mosaics; cutting, glazing, and setting decorative glass for walls and ceilings; cutting, glazing, and setting in sash or otherwise (with putty or cement) any glass cut or manufactured in our shops; also the cutting, glazing, and setting (with putty or cement) of all outside glass of whatsoever kind, for the protection of art or leaded glass, transferring and cutting of all patterns, waxing glass on easels and removing same, and all other preliminary work connected with the trade.

#### UPHOLSTERERS' INTERNATIONAL UNION.

##### ORIGINAL CHARTER CLAIMS AND JURISDICTION.

The united upholsterers claim jurisdiction over the following branches: Decorative upholsterers, furniture upholsterers, railway coach upholsterers, carriage and automobile upholsterers, carpet upholsterers, and mattress and box-spring makers. Also the making and hanging of curtains, draperies, wall slatting, wall hanging, cushions, slip covers, and shades.

##### AWARDS AND DECISIONS OF THE GENERAL ARBITRATION BOARD OF GREATER NEW YORK.

*Carpenters' Joint District Council v. Upholsterers' Union—Putting up wall cover strips.*

DECISION OF EXECUTIVE COMMITTEE, AUGUST 14, 1907.—The work of putting up wall cover strips for the purpose of hanging wall covers or fabrics, where the strips do not exceed three-eighths of an inch in thickness and two inches in width, is work that has been and is now in the possession of the upholsterers.

##### NATURAL AND ARTIFICIAL STONE WORKING TRADES.

This group is composed of all the crafts working in natural or artificial stone; cutters, carvers, and sculptors in blue stone, brown stone, and granite; cutters, carvers, sculptors, setters, polishers, rubbers, planermen, sawyers, and helpers in natural or artificial marble; all workers on machines used in the cutting of stone or marble, stone masons, rock drillers run by hand or power, including jap drills and guns, tool sharpeners, and helpers.

##### NUMBER OF UNIONS AND MEMBERS AND RATES OF WAGES IN NATURAL AND ARTIFICIAL STONE WORKING TRADES, BY OCCUPATIONS, 1913.

Occupations.	Number of unions.	Number of members.	Daily rate of wages, 1913.
Bluestone cutters, flaggers, curb setters.....	1	300	\$4.50
Bluestone cutters, flaggers, curb setters' helpers.....	1	33	3.00
Granite cutters.....	1	618	4.50
Marble cutters and setters.....	1	1,100	5.50
Marble cutters and setters' helpers.....	1	400	3.25
Marble carvers.....	1	200	6.00
Marble polishers.....	1	480	4.00
Marble sawyers.....	1	20	4.25
Marble bed rubbers.....	1	100	4.75
Machine stone workers, rubbers.....	1	200	4.00
Machine stone workers' helpers.....	1	50	2.75
Machine stone workers, derrickmen.....	1	50	3.00
Machine stone workers, planermen.....	1	275	4.25
Machine stone workers, sawyers.....	1	100	3.50
Stone cutters and setters.....	1	270	5.50
Stone sculptors and carvers.....	1	200	5.50
Stone masons.....	1	1,005	4.60
Rock drillers and tool sharpeners.....	1	2,000	3.63
Rockmen.....	1	1,345	2.50
Total.....	19	8,746	.....

AMALGAMATED BLUESTONE CUTTERS, FLAGGERS, BRIDGE AND CURB SETTERS OF AMERICA.

NEW YORK JURISDICTION.

It is agreed that the cutting and dressing of bluestone in Greater New York shall be done by the members of the Bluestone Cutters and Flaggers' Association of New York, except the following kinds of work, on which no restrictions are to be placed: (1) All work done with stoneworking machinery; (2) all circular and molded work requiring a hand finish; (3) quarry-cut templates, bond, and capstone of any thickness (without checks) but not of more than four (4) superficial feet. No restrictions to be placed on any finished stonework which is to be used outside of Greater New York.

DECISION OF THE GENERAL ARBITRATION BOARD OF GREATER NEW YORK.

*Amalgamated Bluestone Cutters, Flaggers, Curb and Bridge Setters v. Journeymen Stone Masons and Setters' Local No. 84—Setting curbing.*

DECISION OF EXECUTIVE COMMITTEE, SEPTEMBER 30, 1908.—We visited the Blackwells Island Bridge job and inspected the work referred to in the dispute. We find that this work consists of certain lines of granite curbing, and in some cases it is set up against a wall as a protection to the wall. The curbing is not being done with any structural stonework, and in our opinion this curbing belongs to the Amalgamated Bluestone Cutters, Flaggers, Curb and Bridge Setters and should be set by them.

The report of the subcommittee is concurred in, and the executive committee finds that the complaint of the Amalgamated Bluestone Cutters, Flaggers, Curb and Bridge Setters is sustained, and the Journeymen Stone Setters' Local No. 84 is directed to cease performing the work.

INTERNATIONAL ASSOCIATION OF MARBLE WORKERS.

ORIGINAL CHARTER CLAIM AND JURISDICTION.

Carving, cutting, polishing, rubbing, and sawing of marble, Caen, and similar light stone, used for interior finish or decoration, and the setting of same in the building.

Setting of slate, glass, or composition used in place of marble, excepting encaustic tile.

*Cutters and carvers.*

SEC. 2. (1) Marble cutters and carvers shall cut, carve, and set all interior marble, all exterior polished slab marble, slate, glass, or any stone or composition used for interior finish or decoration and all other material used in place of marble, excepting encaustic tile. The cutter and setter to control all machines used in the cutting of interior marble work, such as planers, reels, (countersinking) machines, lathes, returns, brakes, checks, etc., jointing and carving on all interior marble work, and the setting of the same in the building. He shall confine himself to tool finish.

*Polishers.*

(2) Marble polishers shall rub, polish, and clean all marble, slate, glass, and any stone composition or imitation that requires the same process of finishing as is used in the finishing of marble, bed rubbing excepted.

*Bed rubbers.*

(3) Bed rubbers shall rub all marble or slate in the rough on a rubbing bed only and can not be classed as hand rubbers or polishers.

*Helpers.*

(4) Helpers shall do all utility work, such as loading and unloading stock in shop and building, building scaffolding and rigging for heavy work, and assist in other work as required by the cutter and setter.

*Sawyers.*

(5) Sawyers shall run all gang, cable, and diamond saws, set all blocks in gangs, and hammer and set all saws.

JURISDICTION AWARDS OF THE BUILDING TRADES DEPARTMENT OF THE AMERICAN  
FEDERATION OF LABOR.

*International Union Marble Workers v. United Brotherhood Carpenters and Joiners—  
Building of scaffolding.*

Building of scaffolding for marble workers where carpenter's tools are not required belongs to the marble workers.

But where carpenter's tools are required, then the work belongs to the carpenters.

*Brotherhood of Painters, Decorators, and Paper Hangers of America v. International  
Association of Marble Workers.*

Agreement entered into by and between the general executive board of the Brotherhood of Painters, Decorators, and Paper Hangers of America and the general executive board of the International Association of Marble Workers shall take effect December 5, 1910, and remain in force until amended, revised, or changed at a meeting between the representatives of both organizations called for this purpose.

SECTION 1. It is agreed by both parties to this agreement that all plate and window glass, mirrors, beveled plate, rough, ribbed, wire, figured, colored, or art glass set in sash, frames, doors, or skylights, constructed of wood, sheet metal, iron, stone, or other material and set with putty or molding shall be set by the members of the Brotherhood of Painters, Decorators, and Paper Hangers of America, and that where glass is used as a substitute for marble in interior finish or decoration and is carved, cut, polished, or rubbed, shall be set by members of the International Marble Workers of America.

SEC. 2. Should any differences arise regarding the work as covered by this agreement, a committee appointed by and representing the district council or local union of each organization in that locality shall meet and adjust such differences. Should the committees of the local unions fail to agree, an executive officer of each international union shall be requested to attend and assist in the adjustment.

SEC. 3. It is further agreed that the national officers of both organizations shall insist that all agreements entered into shall be carried out by affiliated unions.

*International Association Marble Workers v. International Association Bridge and  
Structural Iron Workers.*

Slate treads on iron stairs having provoked a dispute in jurisdiction between the organizations above named, was submitted to the executive council November 29, 1909. The action taken follows:

The executive council of the building trades department, on being called upon for a decision awarded the work in question (slate treads) to the marble workers.

*International Association of Marble Workers v. United Association Journeymen Plumbers, Gas Fitters, Steam Fitters, and Steam Fitters' Helpers.*

[Decision of the Rochester Convention, Building Trades Department, American Federation of Labor, adopted November 28, 1912. See page 132 of printed proceedings.]

*Resolved*, That the setting of floor slabs, backs, partitions of urinal stalls, closets, and shower baths properly belongs to the International Association of Marble Workers.

The foregoing decision does not concede to the marble workers the right to install marble work that is connected with the water supply or sewer or water-tight work regularly catalogued as plumbing fixtures.

NEW YORK JURISDICTION.

Jurisdiction over hand cutting, carving, and setting, and operating all machines for molding, cross cutting, and checking on all interior marble and stone work contracted for by them; but will not work any marble manufactured by convict labor or manufactured marble imported into the United States (except antique mantels), or marble finished outside of New York or vicinity, for use in New York or vicinity, other than domestic marble floor tiles, treads, and platforms not more than 2 inches thick, and such tiles, treads, and platforms shall not be convict manufactured.

AWARDS AND DECISIONS OF THE GENERAL ARBITRATION BOARD OF GREATER NEW YORK.

*Reliance Labor Club of Marble Cutters v. Wm. Baumgartner & Co.—Setting marble mantels.*

DECISION OF EXECUTIVE COMMITTEE, AUGUST 28, 1905.—The committee finds that the firm of Wm. Baumgarten & Co. violated the arbitration plan by employing men not members of the recognized marble workers' union to set the mantels on the job mentioned in the complaint.

*Reliance Labor Club of Marble Cutters, Carvers, and Setters v. G. A. Suter and the Sheet Metal Workers' Union—Drilling holes in marble.*

DECISION OF EXECUTIVE COMMITTEE, NOVEMBER 8, 1905.—The work of drilling holes in marble is in the possession of the marble workers' union, excepting where holes are one-half inch in diameter or less, and the amount of such drilling does not require more than eight hours' work.

*Reliance Labor Club Marble Cutters v. Wm. Bradley & Son—Marble toilet and bath-room work.*

DECISION OF EXECUTIVE COMMITTEE, JUNE 18, 1907.—The work referred to in the complaint (Brooklyn Training School for Teachers) consisting of toilet and bath-room work, composed of wall linings, backs, partitions, front plates, and stiles, is work that has been in the possession of the Reliance Labor Club.

JOURNEYMEN STONECUTTERS' ASSOCIATION OF NORTH AMERICA.

ORIGINAL CHARTER CLAIMS AND JURISDICTION.

The members of this association shall consist of journeymen stonecutters, stone carvers, stone setters, and machine men.

This association claims the setting of all cut stone and artificial stone.

All stonework on which a mallet, mash hammer, and chisel are used, shoddy work and pitch-faced ashlar and artificial stone included, shall be considered as practical stonecutting and must be performed according to the rules and regulations of the branch under which it is done, provided it does not conflict with the constitution and by-laws of the general union.

## DECISION OF THE GENERAL ARBITRATION BOARD OF GREATER NEW YORK.

*Reliance Labor Club v. Exterior Stone Setters' Union—Erection certain exterior marble work.*

DECISION OF EXECUTIVE COMMITTEE, MAY 1, 1907.—The work in question, exterior marble, is in the possession of the Journeymen Stone Setters' Union.

## STONEMASONS' INTERNATIONAL UNION.

## ORIGINAL CHARTER CLAIMS AND JURISDICTION.

This union claims that all stone, whether set in brickwork as trimmings or otherwise, and all artificial stone, terra cotta, and pointing of all kinds is considered stone masonry. A further declaration is made as to the right to the cutting of all rock-face, ashlar, broken-range work, with mash hammer or mallet and tools of any kind, as required by such work.

## DECISION OF THE GENERAL ARBITRATION BOARD OF GREATER NEW YORK.

*Amalgamated Bluestone Cutters, Flaggers, Curb and Bridge Setters v. Journeymen Stone Masons and Setters' Local No. 84—Setting curbing.*

DECISION OF EXECUTIVE COMMITTEE, SEPTEMBER 16, 1908.—The agreement between the unions (Journeymen Stone Masons and Setters' Local No. 84, and Amalgamated Bluestone Cutters, Flaggers, Curb and Bridge Setters) does not apply to the work of setting curbing when the curbing is not set in connection with other stonework.

## INTERNATIONAL ASSOCIATION OF GRANITE CUTTERS OF AMERICA.

ORIGINAL CHARTER CLAIM AND JURISDICTION.<sup>1</sup>

All men who have served a regular apprenticeship at granite or hard stone dressing, polishing, sawing, cutting, and carving, or are otherwise qualified to be considered journeymen, including all operators on granite dressing, polishing, cutting and carving machines, and pneumatic tools, are eligible to membership. Men who cut stone with mallets and tooth chisels can not become members unless they are also practical workmen on granite or hard stone cutting. Tool sharpeners who sharpen granite cutters' tools are also eligible.

The Granite Cutters' International Association of America claims the right of jurisdiction over cutting, carving, and dressing all granite and hard stone on which granite cutters' tools are used. This includes from the roughest of street work and rock-faced ashlar to the finest of molded work, carving, statuary, machine cutting, turning, rubbing, polishing, or dressing of any kind on granite and other hard stone on which granite-cutting tools or machines are used; and making up, sharpening, or dressing said tools, either by hand or machine. Said association, its branches and districts, as they apply, claims and exercises the right, in accordance with its constitution, of deciding who is entitled to membership therein. No other trade, craft, or calling has any right or jurisdiction over cutting, carving, turning, rubbing, polishing, or dressing granite and hard stone of any kind on which granite-cutting tools, including machines, are used, nor of any person connected therewith, excepting as a member of and according to the laws governing the Granite Cutters' International Association of America.

## TUNNEL AND SUBWAY CONSTRUCTORS' INTERNATIONAL UNION.

## ORIGINAL CHARTER CLAIM AND JURISDICTION.

The Rock Drillers and Tool Sharpeners' Local Union claims jurisdiction over drilling of tunnels, sewers, cellars, cutting of streets, also railroad cuts where rock drills are

<sup>1</sup> The International Association of Granite Cutters of America, as such, was never a party to the plan. Representatives of a granite cutters' local union, organized by the bosses, were seated in the General Arbitration Board.

used regardless of whatever power, either by hand, steam, or air, including jap drills and guns. The jurisdiction of the tool sharpeners shall be the sharpening of all tools for rock drillers in this class of work.

#### ELECTRICAL TRADES.

The electrical trades as applied to the building industry include wiring, installing, repairing, and maintaining all electrical machines and devices of whatever nature used or operated in buildings or structures, as well as wiring for the installation of thermostat systems, the wiring, assembling, turning, hanging, and globing of gas, electric, and combination fixtures in or on any building or structure.

NUMBER OF UNIONS AND MEMBERS AND RATE OF WAGES IN ELECTRICAL TRADES, BY OCCUPATIONS, 1913.

Occupations.	Number of unions.	Number of members.	Daily rate of wages, 1913.
Inside electrical workers.....	4	2,524	\$4.50
Inside electrical workers' helpers.....	1	1,500	2.20
Fixture workers, gas, electric, and combination.....	1	1,500	4.50
Total.....	6	5,524	.....

#### INSIDE ELECTRICAL WORKERS.

##### ORIGINAL CHARTER CLAIM AND JURISDICTION.

Inside electrical workers shall include wiremen, armature winders, cranemen, switchboard, rheostat, and transformer makers and assemblers, and fixture hangers. They shall have jurisdiction over the following work:

Wiring in and wiring and installing conduit in building, subways, ships, bridges and arches. Manufacturing, installing, repairing, and maintaining isolated and block plants, except linework. Manufacturing, installing, and repairing of all electrical machines and devices, except in central light and power stations, when work is done by distributing company. Electric-bell, flash-light annunciator, and thermostat systems. Automatic controlling devices, making all electrical decorations and signs and connecting same to the service wires. Erecting and operating all electric motors used for hoisting or carrying material of any kind, installing private fire, burglar-alarm, and telephone systems, except linework. Wiring, assembling, hanging, and connecting all electric and combination fixtures. All cutting or channeling made necessary by the introduction of electrical devices herein specified.

##### JURISDICTION AWARDS OF THE BUILDING TRADES DEPARTMENT OF THE AMERICAN FEDERATION OF LABOR.

Agreement entered into by and between the International Union of Elevator Constructors and the International Brotherhood of Electrical Workers, filed with the department December 14, 1912:

The International Union of Elevator Constructors has conceded the work described hereunder as belonging to the International Brotherhood of Electrical Workers when the same is done in connection with the construction of elevators:

"The electrical work on flash lights, electrical annunciators and lamps, and feed wires to the controller."

## NEW YORK JURISDICTION.

This local shall have jurisdiction over all inside electrical work and all inside electrical workers within the territory known as Greater New York and Long Island, and also to a point halfway to the jurisdiction of the nearest local of the International Brotherhood of Electrical Workers, as defined by a charter granted by the International Brotherhood of Electrical Workers. The work of the members of this union shall consist of the erecting, installing, and assembling of all dynamos, motors, compensators, including the channeling, cutting, and drilling of all material and preparing the way for placing and fastening all iron or other conduit moldings, cables, or wires of any description used in connection with electrical work. Wiring in and wiring and installing all conduits, and moldings, cables in buildings, subways, ships, bridges and arches, cars; installing, operating, repairing, and maintaining isolated and block plants; installing electrical switch and signal apparatus and all wiring pertaining thereto, except linework; installing and repairing of electrical machines and devices, except in central light and power stations, when work is done by distributing company; electric bell, flash-light annunciator, and thermostat systems; automatic controlling devices; installing and operating all lamps used for projecting machines; making all electrical decorations and signs, hanging and connecting same to the service wires; erecting and operating all electric motors used for hoisting or carrying material of any kind; installing private fire, burglar-alarm, speaking tubes, and telephone systems, except linework wiring; assembling, hanging, and connecting all electric and combination fixtures; all cutting or channeling made necessary by the introduction of electric devices herein specified.

## AWARDS AND DECISIONS OF THE GENERAL ARBITRATION BOARD OF GREATER NEW YORK.

*Electrical Contractors' Association v. Electrical Workers' Union No. 3—Switchboard question.*

ARBITRATORS' DECISION OF FEBRUARY 18, 1902.—Switchboards may be delivered and erected at the job by manufacturers of same, but all wiring on and to the board shall be done by members of the union.<sup>1</sup>

*Electrical Contractors' Association and International Brotherhood of Electrical Workers v. Mason Builders' Association and Bricklayers' Unions—Cutting of pipe chases.*

ARBITRATORS' DECISION OF NOVEMBER 18, 1903.—New work.—1. Builders shall do the cutting necessary for the installation of electric conduits, of all solid brickwork, also of all fireproofing where three or more conduits run together, and for all panels and cut-out boxes at their own expense.

2. That electricians shall cut on all fireproof partitions where less than three conduits run together, and may drill holes through floors or walls, and cut any brickwork for slight changes.

3. Contracts entered into prior to the date of this award shall be executed as heretofore. That is, if the cutting is in the electrician's contract he shall employ his own men, at his option, to cut. If in the builder's contract, he shall employ the men he now employs; but after the date of this award the cutting of solid brickwork, and of all fireproofing, where three or more conduits run together, and all panels and cut-out boxes shall be eliminated from the electrician's contract.

4. Old or repair work.—Where cutting or piercing is through or on old walls the electrician shall cut with whom he may choose. Where cutting is through or on new walls, the builder shall do the cutting necessary for the installation of electric conduits of all solid brickwork; also, of all fireproofing where three or more conduits run together and of all panel and cut-out boxes at his own expense, and electricians shall cut the fireproofing partition where less than three conduits run together, and may drill holes through floors or walls or cut any brickwork for slight changes.

<sup>1</sup> This award was made prior to the organization of the General Arbitration Board, but became part of the code.

*New York Electrical Workers' Union v. Chas. L. Eidlitz Co.*—Current-carrying parts of switchboards.

DECISION OF EXECUTIVE COMMITTEE, AUGUST 10, 1906.—The Chas. L. Eidlitz Co. is ordered at once to comply with the provisions of section 19 of the electrical trade agreement and employ none but members of the New York Electrical Workers' Union to assemble the current-carrying parts of the switchboards on the Altman Building.

*New York Electrical Workers' Union v. Elevator Constructors and Millwrights' Union*—Installing electrical annunciators and car-lighting appliances.

DECISION OF EXECUTIVE COMMITTEE, OCTOBER 3, 1906.—The work of installing electrical annunciators and car-lighting appliances is in possession of the Electrical Workers' Union.

*New York Electrical Workers' Union v. Elevator Constructors and Millwrights' Union*—Running temporary feed wires to motors.

DECISION OF EXECUTIVE COMMITTEE, OCTOBER 12, 1906.—The work of running temporary feed wires to motors to run drills for hydraulic elevators is in possession of the electricians.

#### FIXTURE WORKERS.

##### ORIGINAL CHARTER CLAIMS AND JURISDICTION.

Fixture workers claim all wiring, assembling, trimming, hanging, and globing of gas, electric, and combination fixtures in or on any building. The cutting of all outlets, drilling of all holes for fastening of fixtures, and putting in of all extra fastenings that may be necessary to properly put up fixtures.

Helpers may do journeymen's work while actually employed in assisting a journeyman; under no consideration shall helpers be allowed alone on jobs.

##### DECISION OF THE GENERAL ARBITRATION BOARD OF GREATER NEW YORK.

*New York Electrical Workers' Union v. Tiffany Studios*—Hanging fixtures, Dr. Parkhurst's Church.

DECISION OF EXECUTIVE COMMITTEE, MARCH 21, 1906.—The Tiffany Studios is instructed to employ members of the recognized Electrical Workers' Union on the work of hanging fixtures on the job in question.

##### PLAIN AND ORNAMENTAL CLAY PRODUCTS TRADES.

The clay-products trades include brick, hollow tile, and terra cotta laying, clay slate for roofing, tile roofing, tile laying, including ceramic and encaustic tile decorations for both pavements and wall, and all plaster mixtures used as mortar or cement.

##### NUMBER OF UNIONS AND MEMBERS AND RATES OF WAGES IN PLAIN AND ORNAMENTAL CLAY PRODUCTS TRADES, BY OCCUPATIONS, 1913.

Occupations.	Number of unions.	Number of members.	Daily rate of wages, 1913.
Bricklayers and hollow-tile layers .....	5	7,675	\$5.60
Hod carriers .....	7	11,997	3.00
Mosaic workers .....	1	95	4.50
Plasterers, plain and ornamental .....	8	3,825	5.50
Plasterers' laborers .....	4	2,725	3.25
Slate and tile roofers .....	1	88	4.75
Tile layers, ceramic and encaustic .....	1	423	5.50
Tile layers' helpers .....	1	375	3.28
Total .....	28	27,208	



BRICKLAYERS, MASONS, AND PLASTERERS' INTERNATIONAL UNION.<sup>1</sup>

## ORIGINAL CHARTER CLAIM AND JURISDICTION.

Bricklaying masonry shall consist of the laying of bricks in, under, or upon any structure or form of work where bricks are used, whether in the ground or over its surface, or beneath water; in commercial buildings, rolling mills, iron works, blast or smelter furnaces, in mines or fortifications, and all underground telegraph, electric, and telephone conduits where a trowel and mortar is used, or other work requiring the labor of a skilled person. Fireproofing, block arching, terra cotta setting and cutting, and the setting of all cut-stone trimmings on brick buildings is considered bricklayers' work, for which the regular rate of wages of the locality must be charged, as the same is considered brick masonry.

Stone masonry shall consist of laying all rubble work, with or without mortar, setting all cut stone cut in yard or in quarries by stonecutters, when the same is covered by stone; cutting all shoddies, including all broken ashlar, rock-faced ashlar, range or random ashlar in the rough, jambs and corners, and laying the same.

This is to apply to all work on buildings, sewers, bridges, railroads, or other public works where the same can be controlled by the union in locality; and to all kinds of stone, particularly to the product of the locality where the work is to be done.

## BRICKLAYERS AND MASONS—NEW YORK JURISDICTION.

Members of the Mason Builders' Association must furnish their own mason materials for the building, and must include in their contract for a building all cutting of masonry, interior brickwork, the paving of brick floors, the installing of concrete blocks, the brickwork of the damp-proofing system, and all fireproofing—floor arches, slabs, partitions, furring and roof blocks, and they shall not lump or sublet the installation, if the labor in connection therewith is bricklayers' work as recognized by the trade, the men employed upon the construction of the walls to be given the preference.

The installation of the fireproofing must be in progress before bricklaying is begun on the topmost story of any building in course of construction. They shall not lump or sublet the laying up of the front, if same is of brick or terra cotta.

The building of sewers, telegraph, electric or telephone conduits up to and including what is known as the four-way ducts, where a trowel and mortar are used, must be done by bricklayers.

That all cutting of masonry be done by those best fitted for the work and that the members of the Mason Builders' Association make the selection; but cutting of all brickwork, fireproofing, terra cotta, concrete arches, and partitions, as well as the washing down and pointing up of front brickwork and terra cotta, shall be done by bricklayers.

If the jambs of an opening have to be rebuilt, the cutting out of the toothing for bonding the new jambs to the old work shall be done by bricklayers.

If any brick have to be cut on the building, this cutting shall be done by bricklayers.

(No member of these bricklayers' unions shall work for anyone not complying with all rules and regulations herein agreed to.) No laborer shall be allowed upon any wall or pier to temper or spread mortar which shall be delivered in bulk, said mortar to be spread with a trowel by the bricklayers, who shall work by the hour only.

## DECISION OF THE GENERAL ARBITRATION BOARD OF GREATER NEW YORK.

*Bricklayers' Union v. Tile Layers' Local No. 52—Setting of terra cotta and backing up with brickwork.*

DECISION OF EXECUTIVE COMMITTEE, MAY 13, 1908.—The work in question, setting of terra cotta and backing up same with brickwork, is in possession of the bricklayers.

<sup>1</sup> This is the only international union which is a party to the plan and not affiliated with the American Federation of Labor.

INTERNATIONAL UNION OF HOD CARRIERS AND BUILDING LABORERS OF AMERICA.

ORIGINAL CHARTER CLAIM AND JURISDICTION.

Wrecking of buildings, excavating of buildings, digging of trenches, piers, and foundations, holes, digging, lagging, sheathing of said foundations, holes and caisson work, concrete for buildings, whether foundations, floors, or any other, whether done by hand or any other process, tending to masons, mixing and handling all material used by masons (except stone setters), building of scaffolding for masons' plasterers, building of centers for fireproofing purposes, tending to carpenters, tending to and mixing of all material for plastering, whether done by hand or any other process, clearing of débris from buildings, shoring, underpinning and raising of old buildings, drying of plastering, when done by salamander heat, handling of dimension stones.

JURISDICTION AWARDS OF THE BUILDING TRADES DEPARTMENT OF THE AMERICAN FEDERATION OF LABOR.

*Hod Carriers and Building Laborers v. United Brotherhood Carpenters and Joiners of America.*

**BUILDING OF SCAFFOLDING.**—The building of scaffolding for plasterers, bricklayers, and masons where carpenters' tools are not required, where such scaffolding is not framed, spliced, bored, nailed, or put together in such manner requiring skilled labor, belongs to the laborers' organization, but where scaffolding is built, and where carpenters' tools are required, then the work belongs to the carpenters.

**THE BUILDING AND SETTING OF CENTERS.**—The building and setting of centers where scaffold plank is used exclusively on flat floor arches and where carpenters' tools are not required belongs to the laborers.

All other forms, centers, and arches where carpenters' tools are required belong to the carpenters.

**THE SHORING AND UNDERPINNING OF BUILDINGS.**—The shoring and underpinning of buildings where carpenters' tools are required belong to the carpenters.

*American Brotherhood of Cement Workers v. International Union of Hod Carriers and Building Laborers.*

[Decision of the Tampa Convention, Building Trades' Department of the American Federation of Labor, adopted October, 1909. See printed proceedings Tampa Convention, pages 130 and 131.]

We, your committee, recommend that where there are existing agreements between the American Brotherhood of Cement Workers and International Union of Hod Carriers and Building Laborers they shall remain the same, but we concede the right to the cement workers to control all laborers working exclusively at the cement industry.

DECISION OF THE GENERAL ARBITRATION BOARD OF GREATER NEW YORK.

*Bricklayers' Union for Laborers v. T. New Construction Co. and Composition Roofers—Hoisting roofing material.*

**DECISION OF EXECUTIVE COMMITTEE, JANUARY 20, 1909.**—The work cited in the complaint is in the possession of both the composition roofers and the Laborers' Protective Society with equal rights.

OPERATIVE PLASTERERS' INTERNATIONAL ASSOCIATION.

ORIGINAL CHARTER CLAIM AND JURISDICTION.

All plastering, plain and ornamental, when done with stucco, cement, lime mortars, or patent materials, artificial marblework, and compo work in all its branches.

All moldings in permanent buildings must be run in place and the ornament placed and pointed by practical plasterers.

(Practical plasterers are men who are proficient in the use of the hawk and trowel and other implements or tools of the trade.)

No member of this association will be allowed to put up staff that can be run. All staff shall be classed as plastering.

Believing that the Operative Plasterers' International Association is an organization that stands for the protection and advancement of the plastering industry throughout the United States and Canada, whether it is done by its old and usual system of plastering or for the purpose of ornamental decoration. And considering that the aforesaid industry and products could not be controlled for the best interests of the members of the Operative Plasterers' International Association unless the producers of any of the said industries are likewise controlled by the same organization. That it shall be the duty of every local affiliated with the Operative Plasterers' International Association to organize as speedily as possible all workers following any of the branches of the plastering trade, and especially those that follow the ornamental plastering branch of the trade, including the modelers, by either forming new locals or by taking them into their own locals.

It shall be the duty of the organizers, wherever possible, to organize locals of modelers, and when any locality has not sufficient modelers to form a local make all effort to have them affiliate with local Operative Plasterers' International Association.

No member of this association shall be allowed to use models or cast from models unless same have been made by modelers affiliated with the Operative Plasterers' International Association. In localities where no union modelers are employed, or boss modeler does his own modeling, members of Operative Plasterers' International Association can handle work as furnished, but under no condition shall we recognize any combination of modelers to enter a combination of partnership to defeat the provisions of this act.

All models produced by members of the Operative Plasterers' International Association must bear an embossed stamp that will reproduce itself on all casts taken from such models, said stamp to be copyrighted and bear a number that will designate the employer using same.

No members of the Operative Plasterers' International Association shall use or handle any models or casts that do not bear such stamp.

No union modeler or shop hand shall do work for any contractor who is unfair to the Operative Plasterers' International Association.

All interior or exterior plastering of cement, stucco, stone imitation, or any patent material, whether cast or worked in place, also corner beads when stuck, must be done by practical plasterers of the Operative Plasterers' International Association. This includes the plastering and finishing with hot composition material in vats, compartments, or wherever applied; also the setting in place of cork plates, and the application of any plastic material to the same must be done by members of the Operative Plasterers' International Association who are practical plasterers.

It is agreed that on walls upon which a foundation or base coat is put on must be put on by the plasterer, and ample room shall be allowed for a final coat of not less than three-eighths of an inch to be put on by the tile layer so as to give sufficient bed for the placing or sticking of tile or mosaic.

JURISDICTION AWARDS OF THE BUILDING TRADES DEPARTMENT OF THE AMERICAN  
FEDERATION OF LABOR.

*American Brotherhood Cement Workers v. Operative Plasterers' International Association.*

Agreement entered into between the representatives of the Operative Plasterers' International Association and the American Brotherhood of Cement Workers at the headquarters of the Building Trades Department on January 16, 1909:

The Operative Plasterers' International Association claims for its members all exterior and interior plastering, whether of stucco, cement, or any patent material, when done in and by the usual methods of plastering.

We contend the covering of all walls, ceilings, soffits, piers, columns, or any other part of a construction of any sort, when any part of said construction is covered with any plastic material in the usual methods of plastering, is the work of the plasterers.

The above claim is recognized by the representatives of cement workers as not to apply to the construction of any concrete work in building, erection, or the forming or casting of asphalt or cement blocks, nor does the term "compo" employed in the above claim refer in any manner to concrete construction.

It is further agreed that sanitary base not to exceed 6 inches in height when run in connection with cement floor shall be the work of cement workers.

*Ceramic, Mosaic, and Encaustic Tile Layers and Helpers' International Union v. Operative Plasterers' International Association.*

This agreement made and entered into by the Operative Plasterers' International Association and the Ceramic, Mosaic, and Encaustic Tile Layers and Helpers' International Union for the purpose of defining the demarcation lines of jurisdiction covering the preparation of walls and ceilings for reception of tiles:

First. It is agreed that on all walls upon which a foundation or base coat is put on by the plasterers ample room shall be allowed for a final coat of not less than three-eighths ( $\frac{3}{8}$ ) of an inch to be put on by the tile layers to act as a binder and regulator for the float coat upon which the tile is placed.

Second. It is also agreed that the plasterers shall use only sand and cement in preparation of walls for work above stipulated.

Third. It is further agreed and understood that this shall not interfere with the right of the tile layers to do all scratch coating on small jobs of one or two ordinary bathrooms.

Fourth. It is further agreed that no scratch coating shall be put on except by mechanics of either trade.

NEW YORK JURISDICTION—AGREEMENT BETWEEN THE EMPLOYING PLASTERERS' ASSOCIATION AND THE OPERATIVE PLASTERERS' INTERNATIONAL ASSOCIATION.

SECTION 1. All plastering on lath shall be known as three-coat work—scratch coat, brown coat, and hard finish. All scratch coat to be thoroughly dried before being browned. On concrete, fireproof or brick, it shall be two (2) coats—brown and hard finish. All plaster plates to be browned with gauged mortar or patent material and finished.

SEC. 2. When patent cement is used for scratch coat, it must be properly set before the brown coat is applied.

This clause to be governed by any existing written agreement between the Tile Layers' International Union and the Operative Plasterers' International Association.

SEC. 3. It shall be permissible to lay off work on alteration and repair jobs when not calling for more than half the alteration. When laid-off work is permissible, it shall be done with gauged mortar, mixed in the proportion of one (1) part plaster to five (5) parts mortar or patent plaster.

SEC. 4. All work must be done in a thorough workmanlike manner and as per plans and specifications, and all journeymen must complete the work in such a manner or be compelled to make it right on their own time.

All employers shall furnish screed rods, darbies, cornice rods, feather edges, and all facilities necessary. On all jobs where scaffolds are erected in rooms, mortar boards, when it is practicable, shall be put on scaffolds. Moldings or coves shall be run with a regular mold and run on rods.

Members of the unions who are parties to this agreement, when browning, shall have the right of raising the mortar board to the height of 10 inches from scaffold.

SEC. 5. All columns, whether of cement or other material, before being browned shall have rings of the proper dimensions.

SEC. 6. In permanently established or occupied dwellings, where original contractor has completed his contract, a changed character of decoration may be completed as desired.

SEC. 7. When any member of the Employing Plasterers' Association obtains a contract for the entire plastering of a new building or buildings, he may sublet the plain or ornamental plastering in his general contract to a member of the Employing Plasterers' Association. But in cases where any portion of a new building or buildings is reserved for any special character of ornamental decoration, said reserved portion must include all parts of plastering—plain and ornamental—and it shall be done by the contractor for the same.

All models to be made in union shops.

SEC. 8. All paneled ceilings of an intricate geometrical design, whether plain or enriched, and all moldings on other ceilings and walls, if enriched 75 per cent of their width, not exceeding eight (8) inches wide, may be cast and placed on a finished surface.

Coffered ceilings, plain or enriched, when the panels do not exceed twenty-four (24) inches at the ceiling line and 4 feet 6 inches on the major line, may be cast and set in place.

All plain moldings of whatever dimensions shall be run on the job.

SEC. 9. Alterations shall be known as a building wherein the new plastering does not exceed sixty (60) per cent of the entire plastering. On such alterations all cornices and ornamental work may be done in any manner desired by the architect, owner, or contractor.

SEC. 10. When waterproof paint is used, the walls and ceilings covered by said paint shall be scratched and allowed to dry before second coat is applied, unless gauged or patent mortar is used.

SEC. 11. When preparing for tile on walls or ceilings, it shall be done by plasterers, parties to this agreement.

SEC. 12. All scaffolds whereon plasterers work, if not constructed by plasterers, shall be built by members of the Plasterers' Laborers' Society, or other mechanics recognized under the plan of arbitration.

#### AWARDS AND DECISIONS OF THE GENERAL ARBITRATION BOARD OF GREATER NEW YORK.

*Journeyman Plasterers' Society, Ornamental Plasterers' Society, and Employing Plasterers' Association v. United Cement Masons' Union No. 1 and Master League of Cement Workers—Work of applying cement mortar to the exterior of buildings.*

UMPIRE'S DECISION, JUNE 27, 1906.—The special arbitration board has rendered a unanimous decision as to the disputes, differences, and controversies between the parties of the first part and the parties of the second part brought before the board, except as to one particular, viz, relative to the work of applying cement mortar to the exterior of buildings. As to this the board failed to agree, and this is the only matter before me for decision. After reading every word of the entire proceedings, including all the testimony, the presentations of counsel, and the briefs of the arbitrators, covering between 700 and 800 pages of typewritten matter, after having made a close study of the exhibits, and after giving a most careful consideration to all the questions involved, I have reached the decision that the applying of cement mortar to the exterior of buildings should belong to the cement masons and to the plasterers with equal rights.

I therefore herewith award the applying of cement mortar to the exterior of buildings to the cement masons and to the plasterers with equal rights.

*Wood Carvers and Modelers' Association v. Employing Plasterers' Association—Modeling for plasterers.*

DECISION OF EXECUTIVE COMMITTEE, MARCH 7, 1906.—The work of modeling for plasterers is in the possession of the Modelers and Sculptors' Guild.

*Ornamental Plasterers' Society v. Carpenters' Joint District Council—Erection of certain plaster cast work, Phipps house.*

DECISION OF EXECUTIVE COMMITTEE, JULY 18, 1906.—The work described in the complaint has been in the possession of the plasterers.

PLASTERERS' LABORERS.

ORIGINAL CHARTER CLAIM AND JURISDICTION.

The plasterers' laborers claim jurisdiction in the handling of all material used for the purpose of having plastering done. All scaffolds whereon plasterers work, if not constructed by plasterers, shall be built by plasterers' laborers. The cleaning of floors and the attendance of salamanders, when not called for in the plasterers' specifications, shall not be insisted upon being done by the plasterers' laborers, nor shall sand screened on buildings for the purpose of being used in plastering work be done by plasterers' laborers unless called for in the plasterers' specifications.

INTERNATIONAL SLATE AND TILE ROOFERS OF AMERICA.

ORIGINAL CHARTER CLAIM AND JURISDICTION.

All slate where used for roofing of any size, shape, or color, including flat or promenade slate, with necessary metal flashing to make water-tight.

All tile where used for roofing of any size, shape, or color, and in any manner laid, including flat or promenade tile, with necessary metal flashings to make water-tight.

All cementing in, on, or around the said slate or tile roof.

The laying of all felt or paper beneath the above-mentioned work.

The dressing, punching, cutting of all roof slate.

The operation of all slate cutting or punching machinery.

All substitute material taking the place of slate or tile, as asbestos slate and tile, cement or composition tile, excepting shingles of wood and metal tile.

The removal of all slate or tile roofing as defined above where the same is to be relaid.

JURISDICTION AWARDS OF THE BUILDING TRADES DEPARTMENT OF THE AMERICAN  
FEDERATION OF LABOR.

*International Brotherhood Composition Roofers v. International Union Slate and Tile Roofers.*

Agreement entered into between the International Brotherhood of Composition Roofers, Damp and Waterproof Workers, and the International Slate and Tile Roofers Union of America.

It is mutually agreed that all papering of roofs under slate and tile of one-ply thickness be allowed to the slate and tile roofer.

It is also agreed the prevailing condition with regard to promenade tile between the two organizations shall remain in force as it is at present.

*Ceramic, Mosaic, and Encaustic Tile Layers and Helpers' International Union v. Slate and Tile Roofers' International Union.*

Agreement entered into this 21st day of February, 1911, by and between duly accredited representatives of the organizations above named, to wit:

Jurisdiction is hereby conceded the Ceramic, Mosaic, and Encaustic Tile Layers and Helpers' International Union over the laying or setting of flat-faced tile of every description when laid in a composition of sand and cement on all flat roofs or promenade roofs.

Jurisdiction is hereby conceded the Slate and Tile Roofers' International Union over flat-faced tile of every description, and corrugated tile, when laid in any preparation of asphalt on roofs, flat or otherwise.

## DECISION OF THE GENERAL ARBITRATION BOARD OF GREATER NEW YORK.

*Slate and Tile Roofers' Union v. Amalgamated Sheet Metal Workers' Local 11—Slate and tile roofing.*

DECISION OF EXECUTIVE COMMITTEE, JUNE 20, 1906.—The Amalgamated Sheet Metal Workers' Local No. 11 is ordered to remove their members from the slate and tile roofing on the job mentioned in this complaint, and is further ordered not to interfere with the slate and tile roofers by withdrawing the sheet metal workers from the sheet metal work.

## CERAMIC, MOSAIC, AND ENCAUSTIC TILE LAYERS AND HELPERS' INTERNATIONAL UNION.

## ORIGINAL CHARTER CLAIM AND JURISDICTION.

The Ceramic, Mosaic, and Encaustic Tile Layers and Helpers' International Union claims the preparation of spaces on walls, floors, and ceilings where tiles are to be set or laid.

Also the setting of all ceramic, mosaic, and encaustic tiling, and all rubber, glass, cement, marbleitic, tessalated, tiffany, quarry, faience, terre vitrae, grueby, and enameled tiles, or any kindred composition that may be added to or substituted for the above at any time.

Also the repairing and setting of all fireplaces and mantels.

*Definition.*

Tiles that are used for sanitary or decorative purposes for covering spaces on walls, floors, ceilings, mantel facings, or other spaces interior or exterior, depending on their adhesion through the agency of cement or its basic requirements to another body, and do not enter into the actual construction of the building.

## JURISDICTION AWARDS OF THE BUILDING TRADES DEPARTMENT OF THE AMERICAN FEDERATION OF LABOR.

*Ceramic, Mosaic, and Encaustic Tile Layers and Helpers' International Union v. Slate and Tile Roofers' International Union.*

Agreement entered into this 21st day of February, 1911, by and between duly accredited representatives of the organizations above named, to wit:

Jurisdiction is hereby conceded the Ceramic, Mosaic, and Encaustic Tile Layers and Helpers' International Union over the laying or setting of flat-faced tile of every description when laid in a composition of sand and cement on all flat roofs or promenade roofs.

Jurisdiction is hereby conceded the Slate and Tile Roofers' International Union over flat-faced tile of every description, and corrugated tile, when laid in any preparation of asphalt on roofs, flat or otherwise.

*Brotherhood of Painters, Decorators, and Paper Hangers of America v. Ceramic, Mosaic, and Encaustic Tile Layers and Helpers' International Union.*

Agreement entered into by and between the general executive board of the Brotherhood of Painters, Decorators, and Paper Hangers of America and the general executive board of the Ceramic, Mosaic, and Encaustic Tile Layers and Helpers' International Union shall take effect December 5, 1910, and remain in force until amended, revised, or changed at a meeting between the representatives of both organizations called for this purpose.

SECTION 1. It is agreed by both parties to this agreement that all plate and window glass, mirrors, beveled plate, rough, ribbed, wire, figured, colored, or art glass set in sash, frames, doors, or skylights constructed of wood, sheet metal, iron, stone, or other material and set with putty on molding, shall be set by the members of the Brotherhood of Painters, Decorators, and Paper Hangers of America, and that where glass is used as a substitute for ceramic, mosaic, or encaustic tile, and set on floors, walls, and ceilings in mortar, cement, or other plastic material used to secure such tile in position, shall be set by members of the Ceramic, Mosaic, and Encaustic Tile Layers and Helpers' International Union, when cut to size and shape for setting. It is further agreed by the Ceramic, Mosaic, and Encaustic Tile Layers and Helpers' International Union that all glass delivered on jobs in stock sheets shall be cut to the required size by a member of the Brotherhood of Painters, Decorators, and Paper Hangers of America.

SEC. 2. Should any differences arise regarding the work as covered by this agreement, a committee appointed by and representing the district council or local union of each organization in that locality shall meet and adjust such differences. Should the committees of the local unions fail to agree, an executive officer of each international union shall be requested to attend and assist in the adjustment.

SEC. 3. It is further agreed that the national officers of both organizations shall insist that all agreements entered into shall be carried out by affiliated unions.

*Ceramic, Mosaic, and Encaustic Tile Layers and Helpers' International Union v. Operative Plasterers' International Association.*

This agreement, made and entered into by the Operative Plasterers' International Association and the Ceramic, Mosaic, and Encaustic Tile Layers and Helpers' International Union, for the purpose of defining the demarcation lines of jurisdiction covering the preparation of walls and ceilings for reception of tiles:

First. It is agreed that on all walls upon which a foundation or base coat is put on by the plasterers, ample room shall be allowed for a final coat of not less than three-eighths of an inch to be put on by the tile layers, to act as a binder and regulator for the float coat upon which the tile is placed.

Second. It is also agreed that the plasterers shall use only sand and cement in preparation of walls for work above stipulated.

Third. It is further agreed and understood that this shall not interfere with the right of the tile layers to do all scratch coating on small jobs of one or two ordinary bathrooms.

Fourth. It is further agreed that no scratch coating shall be put on except by mechanics of either trade.

AWARDS AND DECISIONS OF THE GENERAL ARBITRATION BOARD OF GREATER NEW YORK.

*Tile, Grate, and Mantel Association v. Tile Layers' Union—Laying of rubber tile.*

DECISION OF EXECUTIVE COMMITTEE, JULY 17, 1907.—The laying of rubber tile is work that is and should be in the possession of the tile layers; and be it further,

*Resolved*, That this decision does not affect existing contracts or contracts made before August 1, 1907.

*Tile Layers' Local No. 52 v. Batterson & Eisele and Reliance Labor Club of Marble Cutters—Setting iron fireplace linings.*

DECISION OF EXECUTIVE COMMITTEE, APRIL 1, 1908.—The work of setting of iron fireplace linings is in the possession of the tile layers.



*Mosaic and Encaustic Tile Layers' Union No. 30 v. Reliance Labor Club of Marble Cutters, Carvers, and Setters—Laying or setting of marbleitic tile.*

ARBITRATORS' DECISION, FEBRUARY 29, 1904.—We, the special arbitration board appointed to decide upon the complaint filed by the Mosaic and Encaustic Tile Layers' Union No. 30 against the Reliance Labor Club of Marble Cutters, Carvers, and Setters, after hearing all the evidence presented in the case, and visiting a number of jobs where marbleitic tile has been laid, after careful consideration, find that the laying or setting of marbleitic tile rightfully belongs to the mosaic and encaustic tile layers' union.

*Tile Layers Union v. Bricklayers' Union—Setting 9 by 9 quarry tile, City College Building.*

DECISION OF EXECUTIVE COMMITTEE, JANUARY 18, 1906.—The laying of the product commercially known as quarry tiles, such as specified in the complaint, is work that has been in the possession of the tile layers.

*Tile Layers' Local No. 52 v. Bricklayers' Executive Committee—Erection of terra-cotta blocks.*

DECISION OF EXECUTIVE COMMITTEE, AUGUST 19, 1908.—The erecting of the terra-cotta blocks used on the job in question (stations of N. Y., N. H. & Hartford R. R. at Port Morris, Hunts Point, Westchester, and Morris Park) is work that is in possession of the bricklayers. The setting of the tiles used in the panels on these jobs is work that is in possession of the tile layers.

*Tile Layers v. Mosaic Workers—Setting marble tile.*

DECISION OF EXECUTIVE COMMITTEE, JULY 7, 1909.—The committee finds the charge sustained by admission, and the mosaic workers are ordered to desist from doing tile layers' work.

*Bricklayers' Union v. Tile Layers' Union—Laying of soap brick.*

DECISION OF EXECUTIVE COMMITTEE, NOVEMBER 17, 1909.—The work in question, the setting of soap brick, is not in the possession of the bricklayers or the tile layers.

*Mosaic Workers' Association v. Reliance Labor Club of Marble Cutters—Setting of terrazzo base.*

DECISION OF EXECUTIVE COMMITTEE, MARCH 11, 1908.—The charge is sustained and the Reliance Labor Club is ordered to cease setting the base.

*Mosaic Workers v. Reliance Labor Club—Setting of terrazzo base, Grand Central Station.*

DECISION OF EXECUTIVE COMMITTEE, MAY 26, 1909.—That the Reliance Labor Club and Mr. John H. Shipway are to be notified that the committee has decided that the setting of terrazzo base is in the possession of the mosaic workers.

#### WOODWORKING TRADES.

The woodworking trades extend to every form of work done in wood. The carpenter, aside from his other duties, has developed as a framer for reenforced concrete structures, and in most large cities the trade is subdivided to include joiners, stair builders, car builders, millwrights, planing mill bench hands, and operators of woodworking machinery. The wood carver has extended his activities from hand carving to cover machine and spindle wood carving as well as modeling and designing. The wood lather is a specialist.

NUMBER OF UNIONS AND MEMBERS AND RATE OF WAGES IN WOODWORKING TRADES, BY OCCUPATIONS, 1913.

Occupations.	Number of unions.	Number of members.	Daily rate of wages, 1913.
Carpenters and framers.....	69	14,519	\$5.00
Cabinetmakers.....	2	1,415	5.00
Wood carvers, modelers, and designers.....	1	300	5.00
Woodworkers.....	4	504	3.00
Wood lathers.....	1	300	5.00
Stair builders.....	2	170	5.00
Total.....	79	17,238	.....

UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA.

ORIGINAL CHARTER CLAIM AND JURISDICTION.

The jurisdiction of the United Brotherhood extends over all journeymen carpenters, or joiners, stair builders, ship joiners, millwrights, planing mill bench hands, cabinet-makers, car builders, or operators of woodworking machinery.

Our jurisdiction extends over all men engaged in the occupations enumerated above, whether on the building in its erection or repairs, or employed in the preparation or manufacture of material for same.

Our jurisdiction extends over men engaged in putting up all kinds of wood molding, putting up "runs," strips for plumbers, the valves passing through floors, joists, or partitions, where coming in contact with wood; also the setting of all woodwork in toilet rooms.

Fastening on all wood cleats to ironwork, cutting up and hanging all rough lumber between iron girders and joists for fireproof or concrete centers, and all forms used in concrete work. The setting of all floor strips and cement floors.

The setting of all sash, doors, windows, and other frames. The building and setting of all centers made of wood. Putting on of plaster boards and putting on all plaster grounds, and also the erection of all furring for cornices, where wood is used.

The building of all scaffolding where any carpenters' tools are used; the building and construction of all derricks; making of mortar boards, boxes, and trestles; putting in "needles," uprights, and all shoring of buildings, razing and moving buildings, etc.

The nailing and cutting of all wooden stops in doors and windows, the framing of all false work, derricks, etc., when applying to structural-iron work.

The handling of all material used by carpenters and joiners in and around buildings, including all joists, frames, and all lumber and material used by the carpenter and contractor.

NOTE.—Burkett sheathing as well as compo board, no plaster applied, is conceded to carpenters.

JURISDICTION AWARDS OF THE BUILDING TRADES DEPARTMENT OF THE AMERICAN FEDERATION OF LABOR.

*International Union of Marble-Workers v. United Brotherhood of Carpenters and Joiners—Building of scaffolding.*

Building of scaffolding for marble-workers where carpenters' tools are not required belongs to the marble-workers.

But where carpenters' tools are required, then the work belongs to the carpenters.

97394°—Bull. 124—13—5

*Sheet Metal Workers' International Alliance v. United Brotherhood of Carpenters and Joiners.*

Under a decision by the Tampa Convention of the Building Trades Department, the right of manufacturing and erecting of all metal door and trim was conceded to the sheet-metal workers.

*Bridge and Structural Iron Workers v. United Brotherhood Carpenters and Joiners.*

The Bridge and Structural Iron Workers claim the erection and removal of all necessary false work, but as this is only of temporary nature and refers more particularly to the erection and construction of steel and iron bridges, it was conceded that this comes properly under the claim of jurisdiction of the ironworkers.

NOTE.—The above refers to the erection and construction of steel and iron bridges, and not to false work in or around buildings.

Derricks and travelers and the handling and operation of same belong to the ironworkers.

The framing of travelers and derricks where wood is used belongs to the carpenters.

SCAFFOLDING.—As no framing is necessary in the construction of scaffolding for the ironworkers, any more than to throw timbers or planking from one beam or girder to another, or hang same by means of rope or chain, and as the ironworkers are under heavy expenses in the payment of disability claims, and death claims as well, resulting very often from the manner in which scaffolding is erected, they decided to erect their own scaffolding in their own way, and will not work on scaffolding erected by other men, be they mechanics or laborers. But where framing is necessary with carpenter's tools then such framing work belongs to the carpenters.

PLACING OF MACHINERY IN POSITION.—As the placing of heavy machinery in position does not include the alignment, leveling, adjustment, and fitting up of said machinery ready for use, that being work that comes under the jurisdiction of the millwrights, United Brotherhood Carpenters and Joiners of America, no objection is raised by the United Brotherhood against the ironworkers placing heavy machinery on buildings where designated.

WHARF BUILDING AND DOCK BUILDING.—The ironworkers do not claim jurisdiction over wharf and dock building where same is constructed solely of wood, but where iron is used, and sheds built of corrugated iron, they claim that part.

On this matter we agree that where wooden beams and timbers are used, with heavy planking and flooring, that same belongs to the carpenters, but where iron girders, iron columns, steel trusses are used, or ironwork of any form, same belongs to the ironworkers solely.

SETTING OF SEATS IN PUBLIC BUILDINGS.—All metal or partly metal seats fastened to metal—the assembling and setting of same—is conceded to the ironworkers, and all seats fastened to wood—the assembling and setting of same—is conceded to the carpenters.

KALAMINE AND IRON DOORS.—The dispute at issue in the matter of hanging kalamine and iron doors was laid over for further investigation by the representatives of both organizations, so that a satisfactory adjustment of the disputed points may be arrived at if possible.

*Hod Carriers and Building Laborers v. United Brotherhood Carpenters and Joiners of America.*

BUILDING OF SCAFFOLDING.—The building of scaffolding for plasterers, bricklayers, and masons where carpenter's tools are not required, where such scaffolding is not framed, spliced, bored, nailed, or put together in such manner requiring skilled labor,

belongs to the laborers' organization, but where scaffolding is built and where carpenter's tools are required, then the work belongs to the carpenters.

**THE BUILDING AND SETTING OF CENTERS.**—The building and setting of centers where scaffold plank is used exclusively on flat floor arches, and where carpenter's tools are not required belongs to the laborers.

All other forms, centers, and arches, where carpenter's tools are required, belong to the carpenters.

**THE SHORING AND UNDERPINNING OF BUILDINGS.**—The shoring and underpinning of buildings where carpenter's tools are required belong to the carpenters.

WOODWORKERS—NEW YORK JURISDICTION.

Jurisdiction is claimed for the woodworkers in New York City over the making of doors, sash, interior and exterior window blinds, molding, interior trim, and all millwork material, the erection and installation of all material known in the trade as millwork, except that made in nonunion factories and prisons.

INTERNATIONAL WOOD CARVERS' ASSOCIATION—ORIGINAL CHARTER CLAIM AND JURISDICTION.

Wood carvers claim jurisdiction over any wood carver, hand, machine, and spindle wood carver, plaster carver, modeler, or designer.

AWARDS AND DECISIONS OF THE GENERAL ARBITRATION BOARD OF GREATER NEW YORK.

*Brotherhood of Carpenters v. Guy B. Waite Co.*—Cutting and fitting of lumber for centers for concrete arches.

**DECISION OF EXECUTIVE COMMITTEE, JUNE 10, 1905.**—The cutting and fitting of lumber for centers shall be done by carpenters. See decisions of November 22, 1905, and June 11, 1907.

*Carpenters' Joint District Council v. Guy B. Waite Co.*—Cutting and fitting of wooden centers for concrete arches.

**DECISION OF EXECUTIVE COMMITTEE, NOVEMBER 22, 1905.**—The work referred to in the complaint shall be done by carpenters, provided there is four hours' consecutive work cutting and fitting. See decisions June 10, 1905, and June 11, 1907.

*Carpenters' Joint District Council v. Gillis & Geoghegan and Harry Alexander*—Weather strips.

**DECISION OF EXECUTIVE COMMITTEE, JANUARY 9, 1906.**—The installation of the weather strips on this job is work that is in possession of the carpenters.

*Carpenters' District Council v. Davis Brown*—Construction of scaffolds.

**DECISION OF EXECUTIVE COMMITTEE, FEBRUARY 20, 1907.**—Mr. Brown is instructed immediately to employ carpenters, members of the recognized union, on the work referred to in the complaint, building of scaffolds on church, De Kalb and Tompkins Avenues, Brooklyn.

*Carpenters' Joint District Council v. Hecla Iron Works*—Placing temporary wooden treads on stairs.

**DECISION OF EXECUTIVE COMMITTEE, FEBRUARY 27, 1907.**—The work of placing temporary wooden treads on stairs requiring the cutting, fitting of lumber, is work that must be performed by carpenters.

*Carpenters' Joint District Council v. Guy B. Waite Co.—Installing centering known as Waite type of fireproof arches.*

DECISION OF SUBCOMMITTEE OF EXECUTIVE COMMITTEE, JUNE 11, 1907.—In the installing of the centering known as the Waite type of fireproof arches, at least one carpenter must be employed to every five laborers, and no job shall be run without a carpenter being employed thereon. See decisions June 10, 1905, and November 22, 1905.

*Amalgamated Sheet Metal Workers' Union v. Carpenters' Joint District Council—Setting of iron or steel door trim and doors.*

UMPIRE'S DECISION, APRIL 23, 1909.—The question presented has proved difficult to answer, but after reading all the evidence and the papers submitted to me I came to the conclusion that the setting of the iron or steel door trim and doors, samples of which were submitted to me, does not belong to the sheet metal workers. They are thick castings and not of the kind of sheet metal which the sheet metal workers handle and to which their tools are adapted. The samples before me are so thick that they have to be cut with a saw, and no doubt such castings may be even thicker. They could not be cut with a shears, or bent, or united, or worked, or soldered after the manner sheet metal is handled and fashioned. They are not contemplated by the rules which fix the domain of the sheet metal workers. The method and skill which the work requires does not belong to the craft of the sheet metal workers but to that of the carpenters. The substitution of metal for wood does not oust the carpenters. Even though the butts on which the trim and hinges are to be put be of iron or steel the case is the same.

MOTION OF EXECUTIVE COMMITTEE, MAY 5, 1909.—That the decision of Judge Gaynor [quoted above] in the case of the Sheet Metal Workers v. the Carpenters be received and placed on file and embodied in the minutes of the executive committee. (Unanimously carried.)

MOTIVE-POWER TRADES.

The motive-power trades include all crafts engaged in or connected with the assembling, erection, and installation of all motive-power devices operated either by hydraulic power, steam, or electricity; the operating of stationary, portable and hoisting, and electrical engines, boilers, gas engines, compressed air, including pumps, siphons, and pulsometers.

NUMBER OF UNIONS AND MEMBERS AND RATE OF WAGES IN MOTIVE-POWER TRADES, BY OCCUPATIONS, 1913.

Occupations.	Number of unions.	Number of members.	Daily rate of wages, 1913.
Boiler makers.....	1	574	\$5.00
Boiler makers' helpers.....	1	345	3.50
Elevator constructors.....	1	400	5.23
Elevator constructors' helpers.....	1	400	3.40
Engineers, stationary engines.....	1	1,300	5.00
Engineers, portable hoisting engines.....	1	1,280	6.00
Machinists.....	1	400	5.00
Total.....	7	4,699	.....

INTERNATIONAL BROTHERHOOD OF BOILER MAKERS.

ORIGINAL CHARTER CLAIM AND JURISDICTION.

Jurisdiction is claimed over boiler makers, riveters, chippers, calkers, fitters-up, heaters, holders-on, and helpers on all new and repair work. All riveting gangs shall consist of two riveters, one holder-on, and one heater on machine or hand work.

All boiler work, all iron or steel smokestacks (except sectional or other steel stacks erected in office buildings and hotels, and stacks erected in small power plants in connection with hotel and office buildings, extensions and repairs to such stacks); breeching and uptakes, iron and steel shipbuilding; all iron and steel tanks (pontoon, air, oil, and water tight), purifying boxes, standpipes, smoke consumers, brewery vats, water towers; all work in and around blast furnaces and rolling mills (except skips, stock houses, top rigging, and other frame buildings), gasometers, including all framework in connection with same, steam, air, gas, oil, or water tight tank work; the laying out, building or fitting up of all sheet, steel, or iron one-sixteenth inch or over, and all iron or steel work contracted for by boiler shops.

INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS.

ORIGINAL CHARTER CLAIM AND JURISDICTION.

The assembling of all elevator machinery, to wit, hydraulic, steam, electric, belt, and compressed air; also assembling and building escalators or traveling stairways; the assembling of all cars complete; putting up all guides, either of wood or iron; the setting of all tanks, whether pressure, open, or pit tanks; the setting of all pumps (where pumps arrive on job in parts they are to be assembled by members of this union). All electric work connected with car machinery and hoisting, including bells, annunciators, and lights; all overhead work, either of wood or iron, and supports for the same when required; the setting of all templates, all indicators, all foundations, either of wood or iron, that would take the place of masonry; the assembling of all hydraulic parts in connection with elevators; all locking devices in connection with elevators; the boring, drilling, and sinking of all plunger elevators; all link belt carriers; and all work in general pertaining to the erection and equipment of an elevator complete.

JURISDICTION AWARDS OF THE BUILDING TRADES DEPARTMENT OF THE AMERICAN FEDERATION OF LABOR.

*International Union Steam Engineers.*

[Decision of the St. Louis Convention, Building Trades Department, American Federation of Labor, adopted December, 1910. See printed proceedings, p. 128.]

The operation of elevators of all kinds when used for hoisting any material used in the construction of buildings is hereby conceded to the hoisting engineers, affiliated with the International Union of Steam Engineers.

AWARDS AND DECISIONS OF THE GENERAL ARBITRATION BOARD OF GREATER NEW YORK.

*International Association of Machinists, District Council No. 15, v. Elevator Constructors and Millwrights' Union No. 1—Assembling of pumps in connection with elevators.*

ARBITRATORS' DECISION, JULY, 1904.—We, the special board of arbitration selected to hear the case of trade jurisdiction relative to the assembling of pumps in connection with elevators, after carefully considering the evidence presented, find: That

the work in question belongs to the elevator constructors. We are sustained in this conclusion by the decision of the American Federation of Labor in according the setting and assembling of all pumps, where pumps arrive on jobs in parts, to the elevator constructors.

*Elevator Constructors and Millwrights' Union v. Machinists' Union—Erection of coal conveyors.*

DECISION OF EXECUTIVE COMMITTEE, JUNE 7, 1905.—That the work of erecting conveyors has been heretofore and is now recognized to be in the possession of the Elevator Constructors and Millwrights' Union.

*Housesmiths and Bridgemens' Union v. Elevator Constructors and Millwrights' Union—Hanging "Meeker" fireproof doors.*

DECISION OF EXECUTIVE COMMITTEE, OCTOBER 25, 1905.—The executive committee finds that the erecting of "Meeker" fireproof doors belongs to the Elevator Constructors and Millwrights' Union.

*Elevator Constructors and Millwrights' Union v. Housesmiths and Bridgemens' Union and Post & McCord—Erecting counterweight guard on Fisher Building.*

DECISION OF EXECUTIVE COMMITTEE, OCTOBER 25, 1905.—The executive committee finds that the work of erecting counterweight guards on the Fisher Building is in possession of the Elevator Constructors and Millwrights' Union.

*Elevator Constructors and Millwrights' Union v. Carpenters' Joint District Council—Millwright work.*

DECISION OF EXECUTIVE COMMITTEE, NOVEMBER 13, 1906.—The secretary is instructed to notify the Carpenters' Joint District Council that millwright work is in the possession of the Elevator Constructors and Millwrights' Union.

*Elevator Constructors' Union v. Machinists' Union—Erection of elevators, Depew Building, Canal and Brunswick Streets.*

DECISION OF EXECUTIVE COMMITTEE, AUGUST 18, 1909.—*Resolved*, That the work in question is in the possession of the elevator constructors.

INTERNATIONAL UNION OF STEAM ENGINEERS.

ORIGINAL CHARTER CLAIM AND JURISDICTION.

All those engaged in the operation of stationary, marine, portable and hoisting and electrical engines and boilers, gas engines, or any machine that may displace the steam engine.

*Hoisting and portable.*

All hoisting and portable engines on building and construction work, where operated by steam, electricity, gasoline, hydraulic or compressed air, including pumps, siphons, pulsometers, concrete mixers, air compressors and elevators, where used for hoisting building material, street rollers, steam shovels, dinky locomotives, cableway, clam shells, and pile drivers.

UNITED PORTABLE HOISTING ENGINEERS.

JURISDICTION AWARDS OF THE BUILDING TRADES DEPARTMENT OF THE AMERICAN FEDERATION OF LABOR.

[Decision of the St. Louis Convention, Building Trades Department, American Federation of Labor, adopted December, 1910. See printed proceedings, p. 128.]

The operation of elevators of all kinds when used for hoisting any material used in the construction of buildings is hereby conceded to the hoisting engineers affiliated with the International Union of Steam Engineers.

That hoisting and portable local unions of the International Union of Steam Engineers have jurisdiction over the motive power of all derricks, cement mixers, hod hoists, pumps, and other machines used on construction work.

This shall not, however, be construed as preventing the International Brotherhood of Electrical Workers from using a hand or electric winch for the purpose of pulling wire or cable through conduits, nor the wiring and repairing of all electrical appliances.

**WORKING AGREEMENT BETWEEN LOCAL 184, INTERNATIONAL UNION STEAM ENGINEERS, AND THE UNITED PORTABLE HOISTING ENGINEERS OF GREATER NEW YORK.**

1. The portable engineers shall have jurisdiction over all machines, irrespective of motive power, that are used in the construction of buildings, chimney stacks, monuments, and the ironwork on all elevated railroads and continuations of the same.

2. The safety engineers shall have exclusive jurisdiction over all machines, irrespective of motive power, on all other work, including pile driving, excavating and roller work, except as hereinafter provided for.

3. The ironwork on all subways or continuations to the same, whether they be underground or in the open, and the work on bridges, bridge approaches, and retaining walls shall be considered as open to members of either organization.

4. The dividing line between the excavating work and the building work shall be done as follows: When the general contractor does his own excavating, the safety engineer shall give way to the portable engineer when one-half of the bases are set. This is not to apply where a boiler or engine is used exclusively for excavating purposes.

5. It is understood by all parties to this agreement that when one-half of the bases are set the pumps shall be considered within the jurisdiction of the portable engineers, providing said pump is not attached to a boiler used exclusively for excavating purposes.

6. The safety engineers agree not to handle building material on buildings other than grillage or bases, and then only when the general contractor does the excavating.

7. The portable engineers agree not to do any pumping or excavating until one-half the bases are set.

8. Where a contractor has a yard for the handling and storing of material used for the construction of buildings, the machines used in same shall be operated by members of the portable engineers.

9. It is further agreed by all parties to this agreement that none but a licensed engineer shall operate any machine, irrespective of motive power, used in the handling of building material on any or all jobs.

10. It is further agreed by all parties to this agreement that the scale of wages specified in the trade agreements of the United Portable Hoisting Engineers and their employers shall be maintained on all building work.

**NEW YORK JURISDICTION.**

*Agreement between the Masters' League of Cement Workers and the United Portable Hoisting Engineers of Greater New York.*

All engines, irrespective of power, including single and double drum, used for hoisting material, and air compressors used for other purposes on concrete structures shall be operated by members of the United Portable Hoisting Engineers. Nothing in the agreement shall be construed as prohibiting the shifting of an engineer from one machine to another. Only steam or compressed air driven concrete or mortar mixers shall be operated by members of the United Portable Hoisting Engineers' Union. The engineer on the job shall supply power from the boiler of the hoisting engine to, and attend the mixer engine, and when so engaged shall receive one hour's pay each day in addition to his regular rate. It is understood that in the event of the mixer being placed in a position where the engineer of the hoisting engine can not attend the same, a second engineer shall be employed. The engineer on the job shall supply



power from the boiler of the hoisting engine to, and attend an air compressor, a pump, or a siphon, and shall be paid in the same manner as for a concrete mixer when so operated.

*Memorandum of agreement made between the Hoisting Association of the City of New York and the United Portable Hoisting Engineers of Greater New York.*

The Hoisting Association agrees that all boilers, engines, pumps, electric motors, gasoline or oil engines, and all air compressors and mixers, not leased, used in buildings and bridges under construction shall be operated by members of the United Portable Hoisting Engineers' Union. But this does not include mixers and pumps operated by motive power other than steam or compressed air. Where a hoist is used for elevating building materials it shall be operated by a member of the United Portable Hoisting Engineers' Union.

*Memorandum of an agreement made between the Iron League Erectors' Association and the United Portable Hoisting Engineers' Local Union 403 of Greater New York.*

There shall be no discrimination on the part of the engineers as to the hoisting of any material entering into the construction of a bridge or building upon which they are employed.

All boilers, engines, machines, pumps, and compressors used in the construction or razing of bridges, buildings, and structures shall be operated by members of the United Portable Hoisting Engineers.

On all jobs where a steam compressor is operated from the boiler setting on frame of the hoisting engine and furnishing air for not more than three (3) guns, six (6) hours additional per week shall be paid to engineer operating the hoisting engine. Electric compressors producing not over seventy-five (75) cubic feet of free air per minute shall be paid for in a like manner. All compressors other than those specified above shall be operated by an engineer other than the one operating hoisting engine. A reamer shall be considered equal to two (2) guns.

AWARDS AND DECISIONS OF THE GENERAL ARBITRATION BOARD OF GREATER NEW YORK.

*United Portable Hoisting Engineers Local 296, the Elevator Constructors and Millwrights' Union Local No. 1, v. The Hoisting Association, Elevator Manufacturers Association and Mason Builders Association—Conference report.*

DECISION, FEBRUARY 11, 1907.—The elevator constructors may hoist building material on the house elevators after the hoisting for the plastering above the first floor has been done; previous to this time the work of hoisting of all building material must be performed by the United Portable Hoisting Engineers except material used in the construction of elevators which may be hoisted by the elevator constructors.

This means that if house elevators are used for the purpose of hoisting building material before the hoisting for the plastering above the first floor has been done said house elevators must be operated by members of the United Portable Hoisting Engineers' Union. While house elevators are in control of the elevator manufacturers they must be operated by the elevator constructors.

This agreement permits the engineer to hoist building material with the hoisting machine and the elevator constructor to hoist building material on the house elevator after the hoisting for the plastering above the first floor has been done.

*United Portable and Hoisting Engineers v. Mason Builders' Association and Master League of Cement Workers—Operation of pumps and mixers by other power than steam or compressed air.*

UMPIRE'S DECISION, JANUARY 4, 1909.—After carefully weighing all the evidence submitted, I have reached the following as my decision:

First. Pumps and mixers operated by other motive power than steam or compressed air not being in possession of any trade may be operated by the hoisting engineers if the contractor so elect.

Second. Pumps and mixers not operated by steam or compressed air may also be operated by either members of the Brick Masons Helpers' Union or Cement Workers Helpers' Union as the contractor may determine, and under the plan of arbitration governing the building trades of New York City.

*United Portable Hoisting Engineers v. George A. Fuller Co.—Hoisting materials—caisson work.*

DECISION OF EXECUTIVE COMMITTEE, MAY 31, 1906.—The Fuller Construction Co. is instructed to employ engineers, members of the recognized union, to operate engines used for handling all materials used in building construction work. This includes all construction in connection with caisson work.

*United Portable Hoisting Engineers v. Elevator Constructors and Millwrights' Union—Hoisting building material.*

DECISION OF EXECUTIVE COMMITTEE, OCTOBER 17, 1906.—The work of hoisting building material is in possession of the hoisting engineers and is covered by their agreement.

Further, the Elevator Constructors and Millwrights' Union does not claim the work of hoisting building material.

The organizations interested in the question involved are hereby ordered to hold a conference for the purpose of arranging properly the details of hoisting for the completion of the buildings.

(See conference report, Feb. 11, 1907.)

DECISION OF EXECUTIVE COMMITTEE, OCTOBER 23, 1906.—The Elevator Constructors and Millwrights' Union is ordered to refrain from hoisting building material.

#### INTERNATIONAL ASSOCIATION OF MACHINISTS.

##### ORIGINAL CHARTER CLAIM AND JURISDICTION.

The International Association of Machinists claims jurisdiction over the building, assembling, erecting, dismantling, and repairing of machinery in machine shops, buildings, factories, or elsewhere where machinery may be used.

This is the jurisdiction recognized by the American Federation of Labor and under which the International Association of Machinists has been operating since its birth, May 4, 1888.

##### NEW YORK JURISDICTION.

The International Association of Machinists claim jurisdiction for machinists in the erection of buildings or structures in New York City as follows:

First. We claim on behalf of our organization that all machinery, engines, and pumps that are to be placed and used for the operation of plant in any particular building or structure, constitutes machinists' work, and the erection and assembling of machinery, engines, or pumps should be done by machinists.

Second. This claim applies to all machinery and engines that are to be assembled or erected on the particular job in any building and to any machinist work that may be necessary on machinery, engines, or pumps that may come on the particular job assembled.

Third. And also all pumps that may be used for the transmission of power to operate elevators or other necessary appliances in the building. When a pump is sent to any particular building to be erected or assembled, the work of erection or assembling of this pump shall be performed by machinists from our association in preference to men from other crafts or trades.

Fourth. Sectional boilers that are to be erected or assembled in the buildings is distinctly machinists' work, and as this work has been performed for years by machinists, consequently we claim it as our work.

Manufacturing, constructing, erecting, assembling, disassembling, maintaining, repairing of engines, pumps, elevators, escalators, conveyors, refrigerating machinery, printing presses and printing machinery, and metal machinery of all kinds and descriptions, and metal appurtenances thereon, or attached thereto, or operated in connection therewith, or independent of any thus specified above.

The manufacturing, erecting, constructing, assembling, disassembling, maintaining, repairing of machine tools for all lines of manufacturing, and, when used to operate on metals, the operator thereof and the filer and fitter of the machined parts.

#### PIPE-FITTING TRADES.

In the pipe-fitting trades are grouped all the crafts which have to do with the installation of piping of every description. This includes the plumber, gas fitter, steam fitter, hot-water fitter, and sprinkler fitter. The duties of this group, not excluding those known to common practice of the several divisions of the pipe-fitting trade, are to install pneumatic vacuum-cleaning systems, thermostatic work, refrigerating systems, and all inside piping for both fuel and illuminating purposes.

NUMBER OF UNIONS AND MEMBERS AND RATE OF WAGES IN PIPE-FITTING TRADES, BY OCCUPATIONS, 1913.

Occupations.	Number of unions.	Number of members.	Daily rate of wages, 1913.
Plumbers and gas fitters.....	8	3,303	\$5.50
Steam and hot-water fitters.....	1	1,100	5.50
Steam and hot-water fitters' helpers.....	1	1,000	3.00
Total.....	10	5,403	.....

#### UNITED ASSOCIATION OF JOURNEYMEN PLUMBERS, GAS FITTERS, STEAM FITTERS, AND HELPERS.

##### ORIGINAL CHARTER CLAIM AND JURISDICTION.

- All piping for water, waste, supply, leader, soil, sewerage, fire, and vent lines.
- All piping for water filters, water meters, and setting of same.
- All piping for hot and cold water used for domestic and culinary purposes.
- All piping for sprinkler work of every description.
- All piping for pneumatic vacuum-cleaning systems of every description.
- All piping for oil and gasoline tanks, automobiles, garages, etc.

- All piping for drinking-water fountains.
- All piping for sterilizing systems of every description.
- All piping for pneumatic-tube work.
- All piping for railing work of every description.
- All piping of block tin coils and all air pumping for same in connection with bar work.
- All piping for house pumps and ejectors in connection with sewerage systems.
- All piping for natural and artificial gas for any purpose.
- All piping for pumps of every description.
- All piping for engine and boiler connections of every description.
- All piping used for power or heating purposes, either by water, air, steam, or any other method.
- All piping for refrigerating ice machines, whether brine or ammonia.
- All piping for hydraulic, vacuum, pneumatic air piping of every description.
- All pipe fitting in connection with locomotives and railway cars.
- All marine piping.
- All sheet-lead lining for any purpose.
- All assembling, hanging, and connecting of all fixtures used for illuminating purposes.
- All piping for connecting stoves, fire grates, furnaces, driers, heaters, and boilers of every description.
- All iron piping for speaking tubes.
- The assembling and placing in position of all fixtures used in connection with plumbing, gas fitting, steam fitting, power pipe fitting, and sprinkler fitting.
- To set all plumbing fixtures; also fit up all toilets and bathroom auxiliaries, such as soap and sponge holders, paper holders, towel racks, glass shelves, and medicine closets, furnished by plumbing manufacturers; all water, gas, and waste to and from all laundry machines; also all compressed-air work.
- All plumbing fixtures and their appurtenances, as follows: Water filters, water meters, hot-water tanks, cold-water tanks, suction tanks, sump tanks, all water pumps, all bathtubs, all water-closets, all sinks, all showers, all washbasins, all urinals, all wash trays must be purchased and furnished by the master plumber, otherwise the journeymen parties to this agreement refuse to install or connect the same.

#### WORKING RULES.

##### *Duties of a plumber.*

- SEC. 121. All piping for waste-water leaders, soil and vent lines, all sewerage drains for and within buildings.
- SEC. 122. All pipe work in connection with pneumatic vacuum-cleaning systems.
- SEC. 123. All thermostatic work in connection with plumbing.
- SEC. 124. All water piping for priming of pumps, cooling jackets, and drain pipes from the same, and all water-pipe connections with ice-machine work.
- SEC. 125. All pipe for hot and cold water used for domestic and culinary purposes; all pipe for water supplies.

##### *Duties of a steam fitter.*

- SEC. 126. All steam-pipe work for power and heating of every description.
- SEC. 127. All hot water for heating and ventilating.
- SEC. 128. All thermostatic work connected with steam heating and power plants, except where lead is used.
- SEC. 129. All ice-machine pipe works, whether brine or ammonia, or any other system pertaining to refrigerating purposes, except the water lines, and all air piping pertaining to power, except vacuum-cleaning systems.

*Duties of a gas fitter.*

SEC. 130. All piping inside of buildings for both fuel and illuminating purposes.

SEC. 131. All "assembling," hanging, and connecting of all fixtures used for illuminating purposes. (Note sec. 128.)

SEC. 132. All connections for stoves, fire grates, furnaces, driers, heaters, and boilers where gas is used.

SEC. 133. All iron pipe for speaking tubes.

SEC. 134. All air pipe, except sprinkler and thermostatic piping. (Note sec. 135.)

*Duties of a sprinkler fitter.*

SEC. 135. All fitting and hanging of pipes in buildings connected with sprinklers.

SEC. 136. All fire pump, tank, or water-main connections used for fire-protection purposes.

SEC. 137. The steam end of fire pumps or pipes for heating of tanks is to be done by steam fitters, providing they are members of the United Association of Journeymen Plumbers, Gas Fitters, Steam Fitters, and Helpers.

## AWARDS AND DECISIONS OF THE GENERAL ARBITRATION BOARD OF GREATER NEW YORK.

*Plumbers' Union v. Thos. B. Leahy Co. and Bricklayers' Union—Running vitrified pipe drain line.*

DECISION OF EXECUTIVE COMMITTEE, JANUARY 18, 1906.—The running of pipe from fixtures, trapped and connected with a sewer and for the purpose of conveying waste water or acids, as specified in the complaint, is work that has been in the possession of the plumbers.

*Journeymen Plumbers and Gas Fitters' Local No. 480, United Association, and the Contracting Plumbers' Association v. The Enterprise Association of Steam, Hot Water, Hydraulic Sprinkler, Pneumatic Tube, Ice Machine and General Pipe Fitters, and the Master Steam and Hot Water Fitters' Association—Installing system of dust cleaning in building, corner of Fifty-fifth Street and Madison Avenue.*

UMPIRE'S DECISION, FEBRUARY 25, 1907.—In arriving at a conclusion, I am not able under the terms of the complaint to take into consideration any work done after January 20, 1906.

After careful consideration of all the evidence and exhibits submitted to me, my decision is: That the work of "installing a system of dust cleaning" in the building located at the southeast corner of Fifty-fifth Street and Madison Avenue, by a firm known as the Baldwin Engineering Co., is work that has been before recognized to be in possession of the complainants.

*Plumbers v. Blackall & Baldwin Co. and Electrical Workers' Union—Running of Risers vacuum system.*

DECISION OF EXECUTIVE COMMITTEE, MAY 19, 1909.—That Blackall & Baldwin be notified that the installation of the vacuum system for cleaning purposes is in the possession of the plumbers.

That the inside electrical workers be notified that the installation of the vacuum system for cleaning purposes is in the possession of the plumbers.

*Steam Fitters v. Plumbers—Running of air lines at Pennsylvania Terminal—General jurisdiction.*

DECISION OF EXECUTIVE COMMITTEE, DECEMBER 8, 1909.—The running of air lines for the blowing off of motors and generators and the operating of switch and signal systems is in the possession of the steam fitters.

The running of air lines for the operating of soil ejectors is in the possession of the plumbers.

The running of air lines for the operating of pumps for the discharge of water and the testing of air brakes is not in the possession of the plumbers or the steam fitters.

Further, where the work is primarily for the blowing off of motors or generators, or the operating of switch and signal systems, or such other air lines as have been awarded to the steam fitters, the trunk lines shall be run by the steam fitters.

And further, when the lines are primarily run for the operating of soil ejectors from sump pits, and such other work as has been awarded to the plumbers, the trunk lines shall be run by the plumbers.

#### STEAM AND HOT WATER FITTERS' UNION OF NEW YORK CITY.

##### AGREEMENT WITH MASTER STEAM AND HOT WATER FITTERS' ASSOCIATION.

All pipe cutting and threading and screwing on of fittings, by machine at the shop, or by hand on the job, shall be optional with the employer. Radiator branches and coil connections shall be cut and threaded by hand on the job. All fittings on sprinkler work 5 inches and under shall be made up on the job, according to rule No. 5.

All pipe used for temporary radiator connections having been cut by hand on the job and returned to the shop may be used again.

In case the employer places a pipe-cutting machine on the job it must be operated by a fitter.

Item I. All steam power, steam heating, and hot-water heating plants, and all appliances used in the construction of the same; also hot-water boilers or heaters and the connections from same to hot-water tanks.

Item II. All engine and boiler connections of every description.

Item III. All piping used for power or heating purposes, either by water, air, steam, or any other method.

Item IV. All piping used for refrigerating, cooling, ice machine, or ice-making purposes, either by brine, ammonia, or any other method.

Item V. All piping used for fire extinguishing purposes by either water, steam, or any other method.

Item VI. All piping used for hydraulic, vacuum, pneumatic and air piping of every description not including air piping for thermostatic heat control apparatus.

Item VII. All piping on pumps and all other power generators.

Item VIII. All hot-water heaters and connections from same to hot-water tanks.

Item IX. All piping for oil systems.

Item X. All piping used for mechanical and manufacturing purposes.

##### AWARDS AND DECISIONS OF THE GENERAL ARBITRATION BOARD OF GREATER NEW YORK.

*Steam fitters v. plumbers—Installation of a lubricating system, Wanamaker Building.*

DECISION OF EXECUTIVE COMMITTEE, SEPTEMBER 27, 1905.—That the work of installing apparatus for supplying lubricating fluid to engines and machinery by means of pipes, pumps, and tanks is recognized as having been in the possession of the steam fitters.

*Journeyman Plumbers' Local No. 480 v. Enterprise Association of Steam Fitters—Possession of work of erecting fire lines.*

DECISION OF EXECUTIVE COMMITTEE, NOVEMBER 21, 1906.—The work in question, the erection of fire lines, has been in the possession of the plumbers and the steam fitters.

*Enterprise Association of Steam Fitters v. Plumbers' Union—Installing sprinkling system.*

DECISION OF EXECUTIVE COMMITTEE, JANUARY 2, 1907.—The work of installing the sprinkler system described in the complaint (Hammerstein Opera House) is work that has been in the possession of the steam fitters.

*Enterprise Association of Steam Fitters v. Milliken Brothers—Running temporary air lines.*

DECISION OF EXECUTIVE COMMITTEE, JULY 2, 1907.—All temporary air lines and extensions of air lines used to supply power to operate guns for riveting ironwork, which are run after the steam fitters commence the steam work on the job, shall be run by steam fitters.

*Air Line Case—Temporary air line decision.*

DECISION OF EXECUTIVE COMMITTEE, JULY 10, 1907.—Before the steam fitters begin the steam fitters' work on the job, the lines shall be run by the engineers or steam fitters with the assistance of other union men.

*Air Line Case—Running temporary air line.*

DECISION OF EXECUTIVE COMMITTEE, MARCH 11, 1908.—All temporary air lines and extensions of air lines used to supply power to operate guns for riveting ironwork shall be run by union men, and lines which are run after the steam fitters commence the steam work on the job shall be run by steam fitters.

STEAM AND HOT WATER FITTERS' HELPERS' UNION OF NEW YORK CITY.

AGREEMENT WITH MASTER STEAM AND HOT WATER FITTERS' ASSOCIATION.

The agreement between the Master Steam and Hot Water Fitters' Association and the Steam and Hot Water Fitters' Helpers' Union of New York provides jurisdiction over the following items:

I. All steam power, steam heating, and hot-water heating plants, and all appliances used in the construction of the same; also hot-water boilers or heaters and the connections from same to hot-water tanks.

II. All engine and boiler connections of every description.

III. All piping used for power or heating purposes, either by water, air, steam, or any other method.

IV. All piping used for refrigerating, cooling, ice machine, or ice-making purposes, either by brine, ammonia, or any other method.

V. All piping used for fire-extinguishing purposes by either water, steam, or any other method.

VI. All piping used for hydraulic, vacuum, pneumatic, and air piping of every description, not including air piping for thermostatic heat-control apparatus.

VII. All piping on pumps and all other power generators.

VIII. All hot-water heaters and connections from same to hot-water tanks.

IX. All piping for oil systems.

X. All piping used for mechanical and manufacturing purposes, and it is further agreed that the master steam fitters shall have the right to employ additional helpers whenever the steam fitters' union after six (6) days' notice fails to supply steam fitters; these helpers to do steam fitters' work until such time as the steam fitters' union can replace them by competent steam fitters. Such additional helpers to receive the regular helpers' rate of wages.

STRUCTURAL, SHEET, AND FABRICATED METAL TRADES.

The trades in this group compose all those working in sheet metal, including tin, copper, and light iron, cornice, and skylight making, metal roofers, and hollow metal door and trim workers, light iron and steel assembling, fabricating and erecting wire and metal lathing, the fabrication and erection of structural and ornamental steel and iron in buildings.

NUMBER OF UNIONS AND MEMBERS AND RATE OF WAGES IN STRUCTURAL, SHEET, AND FABRICATED METAL TRADES, BY OCCUPATIONS, 1913.

Occupations.	Number of unions.	Number of members.	Daily rate of wages, 1913.
Metallic lathers.....	1	500	\$5.00
Sheet-metal workers (tinsmiths), cornice and metal ceilings.....	2	3,101	5.00
Structural and ornamental iron workers.....	5	1,959	5.00
Structural and ornamental iron workers' helpers.....	1	443	3.50
Total.....	9	6,003	.....

INTERNATIONAL UNION OF WOOD, WIRE, AND METAL LATHERS.

ORIGINAL CHARTER CLAIM AND JURISDICTION.

Erecting and installing of all light iron construction, furring, making and erecting of brackets, clips, and hangers; wood, wire, and metal lath, plaster board, or other material which takes the place of same, to which plastic material is adhered; corner beads, all floor construction, arches erected for the purpose of holding plaster, cement, concrete, or any other plastic material.

NOTE.—Plaster board, substituting lath, composed of plaster of Paris, shavings, rope, fiber, and straw, is conceded to lathers.

JURISDICTION AWARDS OF THE BUILDING TRADES DEPARTMENT OF THE AMERICAN FEDERATION OF LABOR.

*Wood, Wire, and Metal Lathers' International Union v. International Association Bridge and Structural Iron Workers.*

[Decision of the Denver Convention, Building Trades Department, American Federation of Labor, adopted November, 1908. See printed proceedings Denver Convention, pp. 69 to 71, inclusive.]

After going into an extended hearing of the jurisdictional claims of both organizations, your committee recommends that the erection and installation of all light ironwork, such as light iron furring, brackets, clips, hangers, steel corner guards or beads, and metallic lathing of all descriptions, belongs solely to the lather.

This does not give the right, however, to the lathers to install or erect any other ironwork than as herein specified and outlined.

This decision is based in conformity with the agreement entered into by the national officers of both organizations and indorsed by the Kansas City Convention of Structural Iron Workers and concurred in by the American Federation of Labor.

In supplement of the foregoing decision the Rochester Convention of the Building Trades Department, November 29, 1912, awarded jurisdiction over hy-rib lath to the Wood, Wire, and Metal Lathers' International Union.



*Amalgamated Sheet Metal Workers' International Alliance v. Wood, Wire, and Metal Lathers' International Union.*

Agreement entered into this 27th day of November, 1908, at Denver, Colo., by and between the Amalgamated Sheet Metal Workers' International Alliance, parties of the first part, and the Wood, Wire, and Metal Lathers' International Union, parties of the second part.

The parties to this agreement respectfully agree to reaffirm the agreement entered into by the aforesaid parties on January 7, 1903, and January 27, 1904; and the party of the second part further agrees not to erect any metal studding or furring which plastic material is adhered to, and which has not been manufactured or constructed by members of the Amalgamated Sheet Metal Workers' International Alliance, the making of which is covered by the jurisdiction claims of party of the first part; and the party of the first part, in return, agrees at no time to allow their members to assert jurisdiction over the erection of metal studding or furring which plastic material is adhered to.

The party of the second part, in return, hereby agrees to recommend to the general membership of the wood, wire, and metal lathers the request of the party of the first part. That the members of the party of the second part will refuse to lath up heating and ventilating duct, or other sheet-metal work, which does not bear the union label of the party of the first part.

NEW YORK JURISDICTION.

The jurisdictional agreement between the Master League of Cement Workers and the Metallic Lathers' Union of New York is as follows:

First. The term "fireproof construction" shall apply to concrete slabs, arches, and other bodies of concrete supported by or reenforced with rods of mesh, and used in connection with structural steel. This includes also arches supported by corrugated or other sheet metal.

Second. The term "reenforced concrete construction" shall apply to bodies of concrete of any kind used for sustaining loads, where the concrete structure wholly or in part replaces structural steel.

Third. On the laying and setting of light iron or steel or mesh used in fireproof construction, also on the cutting and bending of all light iron or steel, metal and wire lath or mesh or sheets for floor, arches, and the making of hangers, clips, and stirrups, whether made on the job or elsewhere.

On each job of fireproof construction there shall be a foreman who shall have charge of the metallic lathers and laborers on fireproof concrete, who shall be a member of the Metallic Lathers' Union in good standing, and who shall work with his tools when requested to do so when no concreting is going on.

Fourth. On the fabricating and assembling of all columns, beams, and girders, of metal or wire lath, light iron or steel, on the cutting, bending, and setting of all light iron and steel, and of metal and wire lath or mesh used in construction of reenforced concrete, including hangers, clips, and stirrups, whether made on the job or elsewhere, excepting the making and assembling of such work as is made in the shop by heating processes that can not be fabricated on the job. When skeleton frames of reenforced steel, iron, or metal lath, or wire lath or mesh, are made and assembled in the shop by heating processes that can not be fabricated on the job, the same shall be handled after arrival at the site of the job solely by members of the party of the second part. On each job of reenforced concrete there shall be a foreman, who shall have charge of the metallic lathers and over the reenforced concrete, who shall be a member of the Metallic Lathers' Union in good standing, and who shall work with his tools when requested to do so when no concreting is going on.

The agreement between the Employing Metallic Furring and Lathing Association of New York and the Metallic Lathers' Union provides for the fabrication, assembling, and erection of all iron and steel furring and framing. This includes all furring in connection with metal lath and plaster ceilings, bracket work for ornamental effects, partition work and wall furring, also the applying and placing of wire lath, sheet, metal lath, and paper lath and plaster boards, corner beads, and metal grounds, and the fabricating of hangers, clips, and stirrups, whether made on the job or elsewhere, for the above specified work; this includes also the supports for arches of corrugated or other sheet metal.

AWARDS AND DECISIONS OF THE GENERAL ARBITRATION BOARD OF GREATER NEW YORK.

*Metallic Lathers' Union of New York and Employing Metal Furring and Lathing Association v. New York League of Heat and Cold Insulation and Union of Heat and Cold Insulators—Erection of hanging ceiling framework on Wanamaker Building, New York City.*

ARBITRATORS' DECISION, JUNE 1, 1905.—The undersigned committee, acting as a special board of arbitration, in the dispute between the Metallic Lathers' Union and the Employing Metallic Furring and Lathing Association, parties of the first part, and the Union of Heat and Cold Insulators and the New York League of Heat and Cold Insulation, parties of the second part, relating to the erection of hanging ceiling framework on the Wanamaker Building, New York City, find as follows:

That the work in question shall be erected by the members of the Metallic Lathers' Union.

*Sheet Metal Workers' Union, Local No. 11, v. Housesmiths' and Bridgemens' Union, Metallic Lathers' Union, and Berger Manufacturing Co.—Installing corrugated iron floor arches.*

DECISION OF EXECUTIVE COMMITTEE, AUGUST 28, 1905.—The executive committee finds that the work of installing corrugated iron floor arches for the purposes of holding plastic material or concrete has been in the possession of the Metallic Lathers' Union.

*Metallic Lathers' Union v. H. W. Miller & Co.—Stapling on of wire lath.*

RECOMMENDATION OF EXECUTIVE COMMITTEE, OCTOBER 18, 1905.—The executive committee adopted the following as a recommendation to the interested parties: The stapling of wire lath on a wood-lath job may be done by any skilled mechanic where the amount of wire lath stapled on wood does not exceed 75 square yards. If the wire lath on a wood job exceeds 75 square yards it shall be stapled by metal lathers, and on all metal and wire lath jobs the work shall be done by metal lathers.

*Metallic Lathers' Union v. Lenox Iron Works—Work of iron furring.*

DECISION OF EXECUTIVE COMMITTEE, FEBRUARY 27, 1909.—The Lenox Iron Works is directed to employ metallic lathers (members of the recognized union) on all work of furring carrying metallic lathing.

*Metallic Lathers' Union v. Amalgamated Sheet Metal Workers' Union, Local 11—Angle iron placed in ducts for lathing.*

DECISION OF EXECUTIVE COMMITTEE, DECEMBER 16, 1908.—The work in question, 1-inch angle iron placed in ducts for the purpose of holding metallic lath, which in turn is used for the purpose of holding the cement, is in the possession of the metallic lathers.

## AMALGAMATED SHEET METAL WORKERS' INTERNATIONAL ALLIANCE.

## ORIGINAL CHARTER CLAIM AND JURISDICTION.

A sheet-metal worker, in the sense used and considered by this International Alliance, shall be one who can command the minimum rate of wages at any of the various branches, which shall consist of tin and sheet-metal workers, metal roofers, cornice and skylight workers, metal furniture, hollow metal door and trim workers, furnace and range workers, the making, setting, and finishing of metal sash and frames, jobbers, assortment workers and coppersmiths, and those who put on iron ceilings and sidings (both interior and exterior), and all sheet-metal work made of No. 10 gauge and lighter.

## JURISDICTION AWARDS OF THE BUILDING TRADES DEPARTMENT OF THE AMERICAN FEDERATION OF LABOR.

*Amalgamated Sheet Metal Workers' International Alliance v. Wood, Wire, and Metal Lathers' International Union.*

Agreement entered into this 27th day of November, 1908, at Denver, Colo., by and between the Amalgamated Sheet Metal Workers' International Alliance, parties of the first part, and the Wood, Wire, and Metal Lathers' International Union, parties of the second part.

The parties to this agreement respectfully agree to reaffirm the agreement entered into by the aforesaid parties on January 7, 1903, and January 27, 1904; and the party of the second part further agrees not to erect any metal studding or furring which plastic material is adhered to, and which has not been manufactured or constructed by members of the Amalgamated Sheet Metal Workers' International Alliance, the making of which is covered by the jurisdictional claims of party of the first part; and the party of the first part, in return, agrees at no time to allow their members to assert jurisdiction over the erection of metal studding or furring which plastic material is adhered to.

The party of the second part, in return, hereby agrees to recommend to the general membership of the wood, wire, and metal lathers the request of the party of the first part; that the members of the party of the second part will refuse to lath up heating and ventilating duct, or other sheet-metal work, which does not bear the union label of the party of the first part.

*Sheet Metal Workers' International Alliance v. United Brotherhood of Carpenters and Joiners.*

Under a decision by the Tampa Convention of the Building Trades Department the right of manufacturing and erecting of all metal door and trim was conceded to the sheet-metal workers.

*Brotherhood of Painters, Decorators, and Paper Hangers of America v. Amalgamated Sheet Metal Workers' International Alliance.*

Agreement entered into by and between the general executive board of the Brotherhood of Painters, Decorators, and Paper Hangers of America and the Amalgamated Sheet Metal Workers' International Alliance shall take effect December 1, 1910, and remain in force until amended, revised, or changed at a meeting between the representatives of both organizations called for this purpose.

SECTION 1. It is agreed by both parties to this agreement that all glass set in sheet-metal sash, frames, doors, or skylights shall be set by members of the Brotherhood of Painters, Decorators, and Paper Hangers of America, according to their claim of jurisdiction granted by the convention of the Building Trades department, American

Federation of Labor, at St. Louis, December, 1910, and that all sheet-metal work on sheet-metal sash, frames, doors, or skylights shall be done by the members of the Amalgamated Sheet-Metal Workers' International Alliance.

SEC. 2. In localities where differences now exist or may arise in the future, such differences shall be adjusted by a committee appointed by and representing the district councils or local unions of both organizations in that locality. Should this committee be unable to agree, a representative of the general executive board of each organization shall be called in to assist in the adjustment.

SEC. 3. It is also agreed that the national officers of both organizations where local unions fail to agree shall insist that this agreement be carried out by affiliated unions.

*Amalgamated Sheet Metal Workers' International Alliance v. International Association Bridge and Structural Iron Workers.*

At a conference held at Tampa, Fla., October 14, 1909, by and between committees representing the Amalgamated Sheet Metal Workers' International Alliance and the International Association of Bridge and Structural Iron Workers the following agreement was entered into:

First. In regard to steel sheeting, it was agreed that in localities where either organization has possession of the work it shall remain undisturbed. In localities where the work is in dispute, the highest rate of wages and the best working condition maintained by either organization shall prevail in the erection of the work. This being understood to apply only to corrugated sheeting attached to iron frames. Sheet-  
ing applied to woodwork being conceded to the sheet-metal workers.

Second. In regard to metal furniture, it was agreed that where there are more T's or angles or iron heavier than 10 gauge used in its construction it shall be done by the bridge and structural iron workers. Where there is more sheet metal of 10 gauge or lighter used in the manufacture of said work it shall be done by the sheet-metal workers.

Third. The sheet-metal workers waive all claim of jurisdiction over stair or other work such as grill work or elevator inclosures.

Fourth. In the matter of erection of fans, hot-blast rooms, and cold-air inlets heavier than 10 gauge, [it] shall be done by the bridge and structural iron workers. All fans, hot-blast rooms and cold-air inlets 10 gauge or lighter shall be done by the sheet-metal workers.

Fifth. All future disputes that may arise between the above-named organizations in connection with work not herein set forth shall first be taken up by the international presidents of both organizations, and on their failure to agree the building trades department's laws and rules shall govern the settlement of the disputes.

*Amalgamated Sheet Metal Workers v. Bridge and Structural Iron Workers—Floor domes.*

In supplement to the foregoing, the following agreement was entered into by and between representatives of the Bridge and Structural Iron Workers' International Union and the Amalgamated Sheet Metal Workers' International Association, Rochester, N. Y., November 27, 1912:

First. We reaffirm the agreement entered into by the parties at interest at Tampa, Fla., October 14, 1909.

Second. That in the matter of floor dome used in floor construction, manufactured of sheet metal of No. 10 gauge and lighter, was not in contention at the time the agreement was entered into.

Therefore, we, the representatives of the Bridge and Structural Iron Workers, concede that work to the Sheet Metal Workers' International Alliance. (See printed proceedings, Rochester Convention, p. 140.)

## NEW YORK JURISDICTION.

All sheet-metal work in connection with buildings and structures, including hollow metal sash, frames, skylights, and the glazing of all skylights, cornices, crestings, awnings, circular moldings, excepting stamping of same, ventilators (except such as are patented), heating and ventilating and ventilating apparatus (except patented articles and mechanical equipment such as fans, blowers, air washers, etc.), the setting of all registers and register faces in connection with sheet-metal work, the applying of metal to ceilings and the side walls, all the furring and sheathing of same, and such other sheet-metal work of No. 10 gauge and lighter not herein specified as has been awarded them in the past, shall be made and erected by members of the Brotherhood of Union Sheet Metal Workers of New York and vicinity. In Kalamein shops the work of members of the Sheet Metal Workers' Union shall be confined to the cutting and forming of the metal before same is applied to the wood and any soldering that may be necessary in the finishing of the assembled parts, and the covering of wood doors with tin.

## AWARDS AND DECISIONS OF THE GENERAL ARBITRATION BOARD OF GREATER NEW YORK.

*Sheet Metal Workers' Union v. Carpenters' Union—Installing of hollow metal sash.*

DECISION OF EXECUTIVE COMMITTEE, AUGUST 2, 1905.—The executive committee finds that the work of hanging hollow metal sash has been in the possession of the Sheet Metal Workers' Union.

*Amalgamated Sheet Metal Workers' Union v. Marc Eidlitz & Son—Manufacturing clothes driers, etc.*

DECISION OF EXECUTIVE COMMITTEE, SEPTEMBER 20, 1905.—The general secretary is instructed to notify Marc Eidlitz & Son and the secretary of the Building Trades Employers' Association that the work of manufacturing clothes driers and similar sheet-metal appliances belongs to the Sheet Metal Workers' Union.

*Sheet Metal Workers' Union v. Elevator Supply & Repair Co.—Manufacture of metal-covered doors for freight elevators.*

DECISION OF EXECUTIVE COMMITTEE, OCTOBER 25, 1905.—The Elevator Supply & Repair Co. is notified that all this kind of work must be manufactured by members of Local 11 of New York, and as these particular doors were delivered before the company was aware of the conditions imposed by the trade agreement, the doors of the Wanamaker building are exempted from the rule.

*Amalgamated Sheet Metal Workers v. Carpenters' Union—Setting hollow metal frames.*

DECISION OF EXECUTIVE COMMITTEE, MARCH 20, 1907.—The setting of all hollow metal frames made under conditions as exist per the agreement between the Amalgamated Sheet Metal Workers' Local No. 11 and the employing sheet-metal associations shall be in the possession of the Amalgamated Sheet Metal Workers' Local No. 11 and the Carpenters' Joint District Council, it being understood that neither party will set any frames not manufactured under conditions satisfactory to the Amalgamated Sheet Metal Workers' Local No. 11.

*Sheet Metal Workers v. Glaziers—Glazing metal sash.*

DECISION OF EXECUTIVE COMMITTEE, JANUARY 23, 1907.—The work of glazing metal sash where a cap or solder is used is work that has been in the possession of the sheet-metal workers. The work of glazing metal sash where a cap or solder is not used is work that has been in the possession of both the sheet-metal workers and the glaziers. The cutting of glass is work that has been in the possession of the glaziers.

*Amalgamated Sheet Metal Workers' Union No. 11 v. Turner Construction Co.—Manufacture of boiler breechings.*

DECISION OF EXECUTIVE COMMITTEE, FEBRUARY 14, 1903.—The work of manufacturing of boiler breechings is in the possession of the sheet-metal workers.

*Amalgamated Sheet Metal Workers' Local No. 11 v. Master Steam and Hot Water Fitters' Association—Manufacturing of tempering coil casings.*

UMPIRE'S DECISION, DECEMBER 21, 1909.—This question came before the special board appointed by the General Arbitration Board on two complaints: No. 41 of Baker, Smith & Co., "that the Amalgamated Sheet Metal Workers' Local No. 11 have struck on the erection of the tempering coil casings on the job known as the Grand Central Station, Forty-second Street and Lexington Avenue," and complaint No. 48 of the Amalgamated Sheet Metal Workers, Local No. 11, against Baker, Smith & Co. for "violating the provisions of section 3 of the joint arbitration plan by employing sheet-metal workers not members of the recognized union to do sheet-metal work on the job known as the Grand Central Station, Forty-fourth Street and Lexington Avenue."

By action of the executive committee on complaint No. 41, the sheet-metal workers were "ordered to proceed with the work" and the "question of manufacture of coil casings referred to the trade board for consideration." By decision of the executive committee, on complaint of No. 48, Baker, Smith & Co. were ordered "to employ sheet-metal workers to complete the work." The question of the manufacture of tempering coil casings thus referred to the General Arbitration Board was by them referred to a special board and, by failure of that special board to agree, comes now before the umpire.

The questions at issue are whether, under the agreement between the Employers' Association and the Amalgamated Sheet Metal Workers, Local Union No. 11, the latter have the right to claim the manufacture of tempering coil casings and whether, under this agreement, the Employers' Association have the right to demand that tempering coil casings not manufactured within the Greater New York territory nor by the members of the Sheet Metal Workers' Union shall be erected by the latter.

The whole case turns on the interpretation of Clause II of the agreement. The Sheet Metal Workers' Union No. 11 claim that the first paragraph of Clause II: "All sheet-metal work in connection with buildings and structures" includes tempering coil casings and that, if such tempering coil casings have not in the past been manufactured by sheet-metal workers, that has been a violation of the agreement. The Master Steam and Hot Water Fitters' Association claim that this clause is really modified by the words succeeding a few lines later: "And such other sheet-metal work of No. 10 gauge and lighter, not herein specified, that has been regarded in the past as belonging to the Sheet Metal Workers' Union."

After a careful study of the documents submitted, viz, the four volumes of evidence, the arguments of counsel on both sides, the briefs of the members of the special arbitration board on both sides, and the numerous exhibits, it seems to me that the evidence shows that the contention of the Master Steam and Hot Water Fitters' Association in this matter is correct; that the phrase "all sheet-metal work in connection with buildings and structures" was not intended to be interpreted by itself, without connection with the words already quoted "and such other sheet-metal work of No. 10 gauge and lighter, not herein specified, that has been regarded in the past as belonging to the Sheet Metal Workers' Union," which are, in fact, to be regarded as a qualifying phrase. There is no dispute that blowers, although they are sheet-metal work in connection with buildings and structures, do not belong to the Sheet Metal Workers' Union, and the evidence shows that the common practice, certainly for many years, has been for the Master Steam and Hot Water Fitters' Association to furnish tempering coil cases manufactured by firms having their factories outside of the Greater New

York territory, and that such tempering coil cases not manufactured by the Sheet Metal Workers' Union No. 11 have been erected by sheet-metal workers practically without question until some time after the conclusion of the agreement, and, indeed, until the commencement of the present dispute.

I therefore decide that tempering coil casings do not belong to the Amalgamated Sheet Metal Workers' Local No. 11, but may be bought by the Master Steam and Hot Water Fitters' Association from firms outside of the Greater New York territory as part of the heating and ventilation units manufactured by such firms; and that under the terms of the agreement the Amalgamated Sheet Metal Workers' Local No. 11 must erect such tempering coil casings.

#### INTERNATIONAL ASSOCIATION OF BRIDGE AND STRUCTURAL IRON WORKERS.

##### ORIGINAL CHARTER CLAIM AND JURISDICTION.

The fabrication and erection of bridge, structural, and ornamental steel and iron in bridges, viaducts, buildings, etc., as set forth in sections 4, 5, 6, and 7 of our constitution, which is as follows:

The erection and construction of all steel and cast-iron structures, ornamental or otherwise, viz, bridges and viaducts, steel stacks, steel coal bunkers, ash, coal, and ore conveyors, car dumpers, jail and cell work, steel grain elevators and steel stand-pipes, steel water tanks, iron and steel bulkheads, steel towers, blast furnaces, including skip hoists and top rigging ash pans and ash hoppers. All structural work pertaining to buildings or in support of boilers, frames, and all steel or cast-iron work pertaining to buildings or in support of boilers, including foundation beams, columns, beams, or girders, and structural work for safe-deposit vaults, mullions, steel or cast iron; also the wrecking of bridges, viaducts, and steel buildings; also any work required to change or alter in field material shipped from the shops, such as framing, cutting, bending, and drilling; ornamental front work (solid or shell), corrugated sheet work when attached to steel frames, plates, anchors, caps, corbells, light lintels, etc.

The erection and removal of all necessary false work, derricks, travelers, and scaffolding; all pile driving and wharf building, and the handling and operating of derricks in connection with same, where no bona fide union of pile drivers or derrick men exists.

Iron, steel, and reenforced concrete are included in the above claim, but under no circumstances are any of the above three items to be conceded to a pile drivers' or derrick men's union by this association. The moving and placing of heavy machinery in bridges and buildings, elevator cars, elevator pans; all grating, bucks for hallways, iron partitions, ceilings, hangers, clips, and all bracket work; all ironwork appertaining to concrete work; all steel corner beads; all iron flooring, rolling shutters and curtains, iron frames, kalamine and iron doors, shutters, cast tiling, French frames, plates, overhead travelers, all wirework, railings, window guards, and all fencing.

The erection and construction of all ornamental and structural iron, brass and bronze, all grill work, sidewalk and vault lights, skylights, roofs, and towers; all elevator and dumb-waiter inclosures; all iron fronts, metal furniture, mail chutes; all cast or wrought iron ventilators, iron stairways, fire escapes, iron or steel signs, and all blacksmith work on buildings.

#### JURISDICTION AWARDS OF THE BUILDING TRADES DEPARTMENT OF THE AMERICAN FEDERATION OF LABOR.

##### *Amalgamated Sheet Metal Workers' International Alliance v. International Association Bridge and Structural Iron Workers.*

At a conference held at Tampa, Florida, October 14, 1909, by and between committees representing the Amalgamated Sheet Metal Workers' International Alliance

and the International Association of Bridge and Structural Iron Workers the following agreement was entered into:

First. In regard to steel sheeting, it was agreed that in localities where either organization has possession of the work it shall remain undisturbed. In localities where the work is in dispute, the highest rate of wages and the best working condition maintained by either organization shall prevail in the erection of the work. This being understood to apply only to corrugated sheeting attached to iron frames, sheeting applied to woodwork being conceded to the sheet-metal workers.

Second. In regard to metal furniture, it was agreed that where there are more T's or angles or iron heavier than 10 gauge used in its construction it shall be done by the bridge and structural iron workers. Where there is more sheet metal of 10 gauge or lighter used in the manufacture of said work it shall be done by the sheet-metal workers.

Third. The sheet-metal workers waive all claim of jurisdiction over stair or other work, such as grill work or elevator inclosures.

Fourth. In the matter of erection of fans, hot-blast rooms, and cold-air inlets heavier than 10 gauge shall be done by the bridge and structural iron workers. All fans, hot-blast rooms, and cold-air inlets 10 gauge or lighter shall be done by the sheet-metal workers.

Fifth. All future disputes that may arise between the above-named organizations in connection with work not herein set forth shall first be taken up by the international presidents of both organizations, and on their failure to agree the building trades department's laws and rules shall govern the settlement of the disputes.

*International Association Bridge and Structural Iron Workers.*

[Decision of the Tampa Convention, Building Trades Department, American Federation of Labor, supplemented by a decision of the St. Louis Convention.]

*Resolved*, By this department in convention assembled, that the fabrication, erection, and placing of all iron and steel in reenforced concrete and cement construction and in all floor construction properly belongs to the International Association of Bridge and Structural Iron Workers, and that they are hereby conceded full and complete jurisdiction over this class of work.

*Bridge and Structural Iron Workers v. United Brotherhood Carpenters and Joiners.*

The bridge and structural iron workers claim the erection and removal of all necessary false work, but as this is only of temporary nature and refers more particularly to the erection and construction of steel and iron bridges, it was conceded that this comes properly under the claim of jurisdiction of the iron workers.

**NOTE.**—The above refers to the erection and construction of steel and iron bridges, and not to false work in or around buildings.

Derricks and travelers and the handling and operation of same belong to the ironworkers.

The framing of travelers and derricks where wood is used belongs to the carpenters.

**SCAFFOLDING.**—As no framing is necessary in the construction of scaffolding for the ironworkers, any more than to throw timbers or planking from one beam or girder to another, or hang same by means of rope or chain, and as the ironworkers are under heavy expenses in the payment of disability claims and death claims as well, resulting very often from the manner in which scaffolding is erected, they decided to erect their own scaffolding in their own way, and will not work on scaffolding erected by other men, be they mechanics or laborers. But where framing is necessary with carpenter's tools, then such framing work belongs to the carpenters.

**PLACING OF MACHINERY IN POSITION.**—As the placing of heavy machinery in position does not include the alignment, leveling, adjustment, and fitting up of said machinery ready for use, that being work that comes under the jurisdiction of the



millwrights, United Brotherhood Carpenters and Joiners of America, no objection is raised by the United Brotherhood against the ironworkers placing heavy machinery on buildings where designated.

**WHARF BUILDING AND DOCK BUILDING.**—The ironworkers do not claim jurisdiction over wharf and dock building, where same is constructed solely of wood, but where iron is used, and sheds built of corrugated iron, they claim that part.

On this matter we agree that where wooden beams and timbers are used, with heavy planking and flooring, that same belongs to the carpenters, but where iron girders, iron columns, steel trusses are used, or ironwork of any form, same belongs to the ironworkers solely.

**SETTING OF SEATS IN PUBLIC BUILDINGS.**—All metal or partly metal seats fastened to metal, the assembling and setting of same, is conceded to the ironworkers, and all seats fastened to wood, the assembling and setting of same, is conceded to the carpenters.

*Wood, Wire, and Metal Lathers' International Union v. International Association Bridge and Structural Iron Workers.*

[Decision of the Denver Convention, Building Trades Department, American Federation of Labor, adopted November, 1908. See printed proceedings Denver Convention, pp. 69 to 71, inclusive.]

After going into an extended hearing of the jurisdiction claims of both organizations, your committee recommend that the erection and installation of all light ironwork, such as light iron furring, brackets, clips, hangers, steel corner guards or beads, and metallic lathing of all descriptions, belongs solely to the lather.

This does not give the right, however, to the lathers to install or erect any other ironwork than as herein specified and outlined.

This decision is based in conformity with the agreement entered into by the national officers of both organizations and indorsed by the Kansas City Convention of Structural Iron Workers and concurred in by the American Federation of Labor.

*International Association Marble Workers v. International Association Bridge and Structural Iron Workers.*

Slate treads on iron stairs having provoked a dispute in jurisdiction between the organizations above named, was submitted to the executive council November 29, 1909. The action taken follows:

The executive council of the Building Trades Department, on being called upon for a decision, awarded the work in question (slate treads) to the marble workers.

AWARDS AND DECISIONS OF THE GENERAL ARBITRATION BOARD OF GREATER NEW YORK.

*Housesmiths and Bridgemen's Union and the Iron League Erectors' Association v. The Riggers' Protective Union and the Master Steam and Hot Water Fitters' Association—Erection of iron and steel smokestacks.*

**UMPIRE'S DECISION, AUGUST 10, 1905.**—I find and determine the rights of the parties to this arbitration to be as follows:

First. The complainants are exclusively entitled to erect iron and steel smokestacks heavier than 10 gauge either inside or outside of buildings in connection only with the erection of new buildings of iron or steel frame construction or in which iron or steel beams or girders are used.

Second. Otherwise than as prescribed in the foregoing finding designated "First," no party to this arbitration has any exclusive jurisdiction in the erection of stacks of the character above specified.

*Housesmiths and Bridgemen's Union v. Electrical Workers' Union—Drilling holes in ironwork.*

DECISION OF GENERAL ARBITRATION BOARD, SEPTEMBER 20, 1905.—The drilling of holes through iron where it requires the services of one man for eight hours or more is conceded to the ironworkers. The electrical workers shall send for iron men when the work involved requires more than eight hours' work continuously.

*Housesmiths and Bridgemen's Union v. Daniel Papay—Putting up angle-iron framework.*

DECISION OF EXECUTIVE COMMITTEE, JULY 26, 1905.—Mr. Papay was instructed to employ housesmiths to put up the angle-iron framework for wirework on the Bronx Park and on other jobs.

*Housesmiths and Bridgemen's Union v. Estey Wire Works—Erection of angle-iron framework for wirework.*

DECISION OF EXECUTIVE COMMITTEE, OCTOBER 25, 1905.—The secretary was instructed to notify the Estey Wire Works and the Wire Works Manufacturers' Association that the members of said association must employ housesmiths to put up angle-iron framework on all jobs.

COMPOSITION PLASTIC TRADES.

The plastic trades cover the preparation and application of cement mortar on walls of any character, the molding or modeling of forms of cement, concrete, and asphalt, and the application of tar, felt, and composition to roofs.

NUMBER OF UNIONS AND MEMBERS AND RATE OF WAGES IN COMPOSITION PLASTIC TRADES, BY OCCUPATIONS, 1913.

Occupations.	Number of unions.	Number of members.	Daily rate of wages, 1913.
Cement and concrete masons.....	1	520	\$5
Cement and asphalt workers.....	1	1,600	3
Tar, felt, and composition roofers.....	1	626	4
Total.....	3	2,746	.....

AMERICAN BROTHERHOOD OF CEMENT WORKERS.

ORIGINAL CHARTER CLAIM AND JURISDICTION.

The American Brotherhood of Cement Workers claims for its members all artificial stone, concrete, bed for all street paving, coping and steps, concrete wall or foundation work, concrete floors and sidewalks, the applying of cement mortar on walls of any character, or its use in any form for renovating or imitating stone, or for waterproofing, the running of cement base, molding or caps of any form, cement mold work, the manufacture of cement paving tile and block and the laying and setting of the same, curbs and gutters, fireproof floors, sidewalk lights set in cement, and all concrete construction; all composition or plastic work of any character, and the preparation of all material used in its manufacture.

JURISDICTION AWARDS OF THE BUILDING TRADES DEPARTMENT OF THE AMERICAN  
FEDERATION OF LABOR.*American Brotherhood of Cement Workers v. International Union of Hod Carriers and  
Building Laborers.*

[Decision of the Tampa Convention, Building Trades Department of the American Federation of Labor,  
adopted October, 1909. See printed proceedings Tampa Convention, pp. 130-131.]

We, your committee, recommend that where there are existing agreements between the American Brotherhood of Cement Workers and International Union of Hod Carriers and Building Laborers, they shall remain the same, but we concede the right to the cement workers to control all laborers working exclusively at the cement industry.

*American Brotherhood Cement Workers v. Operative Plasterers' International Association.*

Agreement entered into between the representatives of the Operative Plasterers' International Association and the American Brotherhood of Cement Workers at the headquarters of the building trades department on January 16, 1909:

The Operative Plasterers' International Association claims for its members all exterior and interior plastering, whether of stucco, cement, or any patent material, when done in and by the usual methods of plastering.

We contend the covering of all walls, ceilings, soffits, piers, columns, or any other part of a construction of any sort, when any part of said construction is covered with any plastic material in the usual methods of plastering, is the work of the plasterers.

The above claim is recognized by the representatives of cement workers as not to apply to the construction of any concrete work in building erection or the forming or casting of asphalt or cement blocks, nor does the term "compo" employed in the above claim refer in any manner to concrete construction.

It is further agreed that sanitary base not to exceed 6 inches in height when run in connection with cement floor shall be the work of cement workers.

## NEW YORK JURISDICTION.

(a) All laying out of work, such as setting joists, laying strips or screed rods.

(b) The laying and finishing of all cement-finished concrete basement, floors, yards, sidewalks, driveways, areas, and other surfaces where cement-finished surfaces or surface is laid; also where finer material is laid over rough concrete, where strips have to be set, material ruled down, or surface finished with cement masons' tools.

(c) The construction of all glass vault or sidewalk lights, where same are set in cement, excepting the carpenter work, including pointing, facing, and finishing up of same when forms are taken down.

(d) The setting up all forms for steps, landings, platforms, coping, caps, and curbs, except where underforms or centers are required and the filling in of all fine material for facing of same, also the filling in of forms and molds where a fine coat is applied next to the molds.

(e) The running of all cement base.

(f) The applying of all cement mortar on walls, including the cutting, patching, and finishing of concrete fireproofing on walls, piers, and columns; the finishing in cement of concrete walls, piers, and columns; the applying of cement mortar for renovating, patching, and imitating of stone; the applying of cement mortar on exterior of walls for the purpose of preserving or protecting against the weather or other purposes; the applying of cement mortar for damp proofing, waterproofing, or sanitary purposes.

(g) The cutting, pointing, and all work in preparing walls for cement mortar.

(h) The patching of all concrete arches, columns, beams, girders, and walls.

- (i) The cutting of all concrete where cement finish is applied.
- (j) The applying and finishing of all material known to the trade as composition, floors, base, and wainscot.
- (k) The setting of carpet pins and sockets in cement floors.
- (l) Notwithstanding anything apparently to the contrary, all decisions of the General Arbitration Board as to jurisdiction of trade shall obtain.

AWARDS AND DECISIONS OF THE GENERAL ARBITRATION BOARD OF GREATER NEW YORK.

*United Cement Masons' Union No. 1 v. Journeymen Plasterers' Society and Fountain & Choate—Cement finished floor and stair work, Convent Avenue between 155th and 156th Streets.*

DECISION OF EXECUTIVE COMMITTEE, MAY 31, 1906.—Fountain & Choate are instructed at once to employ cement masons, members of the recognized union, in the finished floor and stair work on the job referred to in the complaint.

*Plasterers' Council v. United Cement Masons' Union No. 1—Finishing of coal pockets.*

DECISION OF EXECUTIVE COMMITTEE, MAY 29, 1907.—The work referred to in the complaint, namely, the finishing of coal pockets of cement or concrete construction, is in the possession of the cement masons.

*United Cement Masons No. 1 v. Bricklayers' Union and Geo. Vassar's Son & Co.—Cement finishing.*

DECISION OF EXECUTIVE COMMITTEE, AUGUST 16, 1905.—It is the decision of the executive committee that Geo. Vassar's Son & Co. and the bricklayers' union violated the cement mason's trade agreement by doing cement finishing on the Schwab mansion.

*Journeymen Plasterers' Society, Ornamental Plasterers' Society, and Employing Plasterers' Association v. United Cement Mason's Union No. 1 and Master League of Cement Workers.—Running of base on interior walls and patching of concrete and cement arches and beam work.*

ARBITRATORS' DECISION, MARCH 22, 1906.—The special arbitration board in the matter of the "disputes, differences, and controversies" between the Journeymen Plasterers' Society, the Ornamental Plasterers' Society, and the Employing Plasterers' Association, parties of the first part, and the United Cement Masons' Union No. 1, and the Master League of Cement Workers, parties of the second part, after careful consideration, is unable to agree as to "the work of applying cement mortar to the exterior of buildings."

The special board, as to the other matters in dispute, finds as follows:

First. The applying of cement mortar on the interior walls of buildings, in the form commonly known as the "running of base" shall be done as follows: When the base is of the kind known as sanitary or curved base the work shall be done exclusively by cement masons. When the base is without a cove, commonly known as "straight base," the work shall be done by either the plasterers or the cement masons.

Second. The patching of concrete and cement arches and beam work with cement mortar shall be done exclusively by cement masons.

*Cement Masons' Union v. McNulty Bros. and Plasterers' Union—Running of sanitary base.*

DECISION OF EXECUTIVE COMMITTEE, AUGUST 2, 1909.—That McNulty Bros. are instructed to employ members of the recognized union of cement masons on the running of sanitary base on the job in question.

*Cement Masons' Union v. Plasterers' Union—Sanitary cove base, subway loop at Canal Street.*

DECISION OF EXECUTIVE COMMITTEE, OCTOBER 27, 1909.—That the plasterers be directed to cease doing cement masons' work, in accordance with the decision of the special arbitration board in respect to cove base.

*Plasterers' Union v. George A. Fuller Co. and United Cement Masons' Union—Applying finished coat of cement mortar to ceilings and beams.*

DECISION OF EXECUTIVE COMMITTEE, MARCH 29, 1909.—The executive committee finds that when cement finish is put on the bottom of arches and on girders, spandrels, etc., by a skin coat floated on and troweled down, the work is in the possession of the plasterers, and where the arches are finished by a coating of thin cement applied by a brush it is in the possession of the cement workers.

*United Cement Masons' Union on behalf of Cement and Asphalt Workers' Union v. F. T. Nesbit Co.—Installation of cinder concrete arches.*

DECISION OF EXECUTIVE COMMITTEE, MARCH 27, 1908.—The F. T. Nesbit Co. is directed to employ members of the Cement and Asphalt Workers' Union (cement masons' laborers) on the installation of the cinder concrete arches on the job in question.

*United Cement Masons' Union v. John Thatcher & Son—Laying of cement floor termed "dolomite."*

DECISION OF EXECUTIVE COMMITTEE, APRIL 1, 1908.—Mr. Thatcher is directed to employ cement masons, members of the recognized union, to perform the work in question.

*United Cement Masons' Union v. Geo. A. Fuller Co.—Applying cement wash to concrete walls.*

DECISION OF EXECUTIVE COMMITTEE, JULY 1, 1908.—The Geo. A. Fuller Co. is directed to employ cement masons to perform the work in question, the applying of cement wash to concrete walls.

*Plasterers' Council v. United Cement Masons' Union—Applying composition wainscot.*

DECISION OF EXECUTIVE COMMITTEE, AUGUST 26, 1908. The work of applying the composition wainscot on the job referred to in the complaint (Blackwells Island job of Thomas B. Leahy Building Co.) is work that is in possession of the cement masons.

#### NEW YORK JURISDICTION OF THE CEMENT AND ASPHALT WORKERS.

The cement and asphalt workers claim jurisdiction over laborers for the mixing, spreading, leveling, ramming, and wheeling of all mixed concrete, cutting concrete when cement finish is not to be applied. Striking centers and handling floor fillers from elevator, except ash fill, and one man feeding concrete mixers. Handling or wheeling unmixed or dry materials, handling of all lumber, forms, reenforced steel, and all other labor in connection with cement or concrete work.

#### INTERNATIONAL BROTHERHOOD OF COMPOSITION ROOFERS, DAMP, AND WATER-PROOF WORKERS.

##### ORIGINAL CHARTER CLAIM AND JURISDICTION.

All forms of plastic slate, slag, gravel, and all kinds of asphalt and composition roofing, including rock asphalt mastic when used for damp and waterproofing, and all

prepared paper roofing, and all compressed paper, all chemically prepared paper, all burlap when used for roofing or damp and waterproofing purposes, with or without coating, and all damp-resisting preparations when applied with a mop, three-knot brush, or swab, in or outside of buildings, including all damp courses, sheathing or coating on all foundation work, also all tarred floors, also the laying of tile or brick, when laid in pitch tar, asphalt mastic, mormolite, or any form of bitumen.

JURISDICTION AWARDS OF THE BUILDING TRADES DEPARTMENT OF THE AMERICAN  
FEDERATION OF LABOR.

*International Brotherhood Composition Roofers v. International Union Slate and Tile Roofers.*

Agreement entered into between the International Brotherhood of Composition Roofers, Damp, and Waterproof Workers and the International Slate and Tile Roofers' Union of America.

It is mutually agreed that all papering of roofs under slate and tile of one-ply thickness be allowed to the slate and tile roofer.

It is also agreed the prevailing condition with regard to promenade tile between the two organizations shall remain in force as it is at present.

Nothing contained in this agreement shall conflict with the agreement entered into at the St. Louis (Mo.) Building Trades Department Convention, between the International Brotherhood of Composition Roofers, Damp, and Waterproof Workers and the International Union of Slate and Tile Roofers.

*Brotherhood of Painters, Decorators, and Paper Hangers of America v. International Brotherhood of Composition Roofers, Damp, and Waterproof Workers.*

Agreement entered into by and between the Brotherhood of Painters, Decorators, and Paper Hangers of America and the International Brotherhood Composition Roofers, Damp, and Waterproof Workers.

First. That the painters do not claim the right to apply any of the material claimed by the International Brotherhood of Composition Roofers except such material as is applied by a brush that is ordinarily used by the painters in applying the materials covered in their jurisdiction.

Second. That the International Brotherhood of Composition Roofers does not claim the right to apply any of the material in dispute except when applied by or with a three-knot, long-handled brush, mop, or swab.

NEW YORK JURISDICTION.

Jurisdiction shall include plastic slate, gravel, and all kinds of asphalt or composition, waterproofing, and damp proofing of substructures, floors, and roofs, including rock asphalt, mastic when used for waterproofing or roofing, the applying of all cork and wool fiber when used in conjunction with tar, pitch, asphalt, or any other composition; also the running or pouring of all pavements and brick with tar or asphalt, and the right to protect all roofing and waterproofing with concrete, the taking off and powering down of old roofs, handling and hoisting of all material after delivery to job to be used in connection with the composition roofers' work. Truck drivers, yardmen, and stablemen need not be members of the union.

MISCELLANEOUS TRADES.

Under miscellaneous trades are grouped such occupations as have no relation to or connection with any of the several skilled trades. These occupations are fast becoming to be considered as among the semiskilled class, and as the building industry develops these occupations develop. The asbestos workers and insulators, derrickmen,

and riggers, as well as the house shorers, were scarcely known 20 years ago, but are fast becoming a necessary adjunct to the building industry.

NUMBER OF UNIONS AND MEMBERS AND RATE OF WAGES IN MISCELLANEOUS TRADES, BY OCCUPATIONS, 1913.

Occupations.	Number of unions.	Number of members.	Daily rate of wages, 1913.
Asbestos workers and insulators.....	1	213	\$4.75
Asbestos workers and insulators' helpers.....	1	213	3.00
Derrickmen and riggers.....	1	550	4.00
House shorers, movers, sheath pilers.....	1	430	3.68
House shorers, movers, sheath pilers' helpers.....	1	60	2.65
Total.....	5	1,466	.....

RIGGERS AND DERRICKMEN.

ORIGINAL CHARTER CLAIM AND JURISDICTION.

Jurisdiction is claimed over the handling of derricks for stone setting, also for the handling of all cut stone or artificial stonework of solid facings, porticos constructed of stone, also steps with side ashlar or platform shall be classified as solid stonework. Terra-cotta and concrete blocks when handled with derricks shall be considered as derrickmen's work.

AWARDS AND DECISIONS OF THE GENERAL ARBITRATION BOARD OF GREATER NEW YORK.

*Riggers' Protective Union v. Master Steam and Hot Water Fitters' Association—Employing riggers.*

DECISION OF EXECUTIVE COMMITTEE, AUGUST 10, 1906.—The complaints of the Riggers' Protective Union against members of the Master Steam Fitters' Association are dismissed and the master steam fitters are directed that where they do employ riggers they must employ members of the Riggers' Union, a party to the arbitration plan.

*Riggers' Protective Union v. Elevator Constructors' and Millwrights' Union—Handling material.*

DECISION OF EXECUTIVE COMMITTEE, FEBRUARY 14, 1908.—Wherever the elevator manufacturers handle their own material, it shall be done by elevator constructors, but where that material is delivered and put in the building by the truckmen, this work shall be done by the riggers.

NATIONAL ASSOCIATION OF HEAT, FROST, GENERAL INSULATORS, AND ASBESTOS WORKERS OF AMERICA.

ORIGINAL CHARTER CLAIM AND JURISDICTION.

The jurisdiction claimed is the application of all insulations, whether designed for steam or other heated surfaces or conduits, or ice or cold storage plants, in any building in the course of construction, alteration, or repair, the application of all magnesia, asbestos, hair felt, wool felt, cork, mineral wool, infusorial earth, mercerized silk, flax fiber, fire felt, asbestos paper, or millboard, and asbestos lumber in any form and for any purpose whatever.

AWARDS AND DECISIONS OF THE GENERAL ARBITRATION BOARD OF GREATER NEW YORK.

*Insulators' Union v. Brotherhood of Carpenters—Nailing cork to wood, insulating.*

DECISION OF EXECUTIVE COMMITTEE, JANUARY 16, 1907.—The work of nailing cork to wood is work that has been in the possession of both the carpenters and the insulators.

*Insulators and Asbestos Workers Local No. 12 v. Union Construction and Waterproofing Company—Setting of cork insulation.*

DECISION OF EXECUTIVE COMMITTEE, APRIL 26, 1907.—The setting of cork insulators on the job specified in the complaint is in the possession of the insulators.

HOUSE SHORERS, MOVERS, AND SHEATH PILERS' UNION.

NEW YORK JURISDICTION.

The New York union claims, and their employees agree to the following: All house shoring, sheath piling of banks for the protection of highways, sheath piling of piers, holes, and trenches for the foundations of buildings, bracing of old or new walls, raising and lowering of floors and roofs, building overhead and passenger bridges, gangways, and platforms, putting buildings on posts, wedging of walls with wedges, house moving, the underpinning of walls with tubes by hydraulic or screw jacks, all steel sheath piling, and the handling of all machinery to drive said sheath piling, except that the employers may put on one man other than a shorer to operate said machinery and he shall not receive less pay than a journeyman shorer. It is mutually agreed that the handling of all materials on jobs that have been or are to be used to accomplish any of the work stipulated shall be construed as work belonging to the party of the second part. It is also agreed that derricks can be used to hoist materials, teamsters not included in this article.<sup>1</sup>

AWARDS AND DECISIONS OF THE GENERAL ARBITRATION BOARD OF GREATER NEW YORK.

*House Shorers v. Bricklayers' Laborers—Sheath piling and boxing pier holes and trenches, Sixty-fourth Street and Central Park West.*

DECISION OF EXECUTIVE COMMITTEE, AUGUST 18, 1909.—The committee finds that the Laborers' Protective Association is performing house shorers and sheath pilers' work on the job in question and orders that they cease at once the violation of the house shorers and sheath pilers' agreement.

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<sup>1</sup> See hod carriers and building laborers.