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M I S C E L L A N E O U S S E R I E S

TRADE AGREEMENTS
1923 AND 1924

COMPILED BY EDSON L. WHITNEY
OF THE U. S. BUREAU OF LABOR STATISTICS



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INTRODUCTION

While the bureau had been interested in trade agreements for several years, and had frequently mentioned them or referred to them in its publications, it was not until 1902 that an attempt was made to collect and examine documents of this character, when copies of the more important agreements coming to the bureau began to be printed in Bulletin No. 42 (September, 1902).

Since 1912 the bureau has collected agreements in connection with its union-scale studies and of late years has made a systematic effort to secure copies of the more important agreements and arbitration decisions in the leading industries. Previous to July, 1921, articles relative to such agreements and decisions appeared at frequent intervals in the *Monthly Labor Review* published by this bureau. Since that date labor agreements, awards, and decisions have formed a regular department of the *Review*.

The present bulletin contains extracts from agreements in the leading industries in 1923 and 1924, tending to show what matters are considered of vital importance in each. The number of such agreements made annually is unknown, but as the attention of the bureau was called to upward of 4,000 in 1923 and 1924, it is evident that their number must be very large and that only a very small percentage of them can appear in a bulletin of this character. The bureau had a collection at the close of the year 1924 of some 14,000 such agreements.

Many unions, probably the majority of them, have no written agreements. They have simply a verbal understanding with their employers or merely an understanding among their own members, which is very generally observed. Frequently the union passes by-laws or working rules which include many items ordinarily incorporated into agreements, and members are expected to observe them in working for employers. In fact, such by-laws are often submitted to employers for their approval, and even when this is not done many employers recognize them as in the nature of agreements. Indeed, many agreements contain clauses expressly incorporating such by-laws or working rules.

There is no uniform method of making agreements. They may be made by the national officers of the union (aided in some in-

stances by representatives from the locals), by delegates, large sections of the union, by district councils or small groups of locals in a city and its vicinity, or by the locals or their officials. Generally, after being signed, the agreements are referred to the locals for their approval in open meeting, and frequently also to the national officers.

Likewise, these agreements are variously accepted by the employers. In the majority of cases they are signed by individual employers. Frequently, however, they are signed by groups of employers acting together for this purpose or by employers' associations of various kinds.

Generally the agreement is executed in duplicate or triplicate, one copy being retained by the employer and one by the local union, the third being sent to the national board where such procedure is required. In many cases, however, the agreement is printed (generally at the employees' expense) and copies are given to each member of the union and to each employer; or it may simply be printed on broadside cardboard and tacked on the walls of the factory or shop.

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

GENERAL PROVISIONS OF AGREEMENTS

There is scarcely a provision common to all agreements. Agreements generally start with a preamble stating their object and purpose, which is generally to promote social and material welfare and harmonious relations between employers and employees, to prevent disputes, and to afford employers an opportunity to obtain good help easily and quickly.

Generally the agreement provides for a union shop, or that the employer shall hire only employees in good standing in the union, and often that new employees shall be obtained only through the union employment office. In case the union is unable to furnish workers the employer may obtain them from any other source, but such workers must join the local within a certain specified time—two days, or a week, or a month, or at the next meeting of the local. Some unions require that such employees secure recognition or permission cards from the union before going to work. In case such persons refuse to join the union within the specified time or are deemed incompetent by the union their services must be dispensed with by the employer as soon as union men can be found to take their place.

The hours of work are always stated in all agreements. The 8-hour day is very generally observed. The 44-hour week is practically the rule in the building trades and in many other unions. The agreements generally specify the hour for beginning and ending work and the period to be allowed for the noon meal; no shop may change these hours except by permission of the union.

The wages also are invariably stated in the agreements, always as a minimum, however, and higher wages are rarely forbidden. A common clause is that existing wages in any establishment are not to be lowered because of the agreement. Wages are generally stated

by the week, with a provision that they are to be paid in cash weekly, at a given hour on a specified day, and that if there is a delay in payment this time must be paid for.

A week is almost invariably defined as six days. Sunday is generally observed as the weekly day of rest, though in continuous industries any day may be so observed. The number of holidays specified to be observed varies from 2 to 10. In some cases employees must be paid for the holiday. As a rule, work done outside of the regular daily schedule of hours is paid for at the rate of time and a half, and work done on Sundays and holidays at a double rate, though many agreements do not distinguish between the two classes of work. Work on Labor Day, except in case of necessity, is generally forbidden.

Many agreements contain apprenticeship provisions. In general, apprentices observe the same hours of work as journeymen, but their rate of pay varies from one-third to one-fourth that of journeymen in the first year of apprenticeship, to two-thirds or three-fourths that of journeymen in the last year. The rules as to overtime are the same as in the case of journeymen. The number of apprentices allowed varies greatly, ranging from 1 apprentice to each 2 journeymen to 1 apprentice for 15 journeymen. Apprentices are articulated to a certain employer, are registered with the union, serve two to four years, and are admitted as journeymen on passing an examination given by a committee of the union, frequently in conjunction with a committee representing the employers.

In some cases foremen and superintendents must be members of the union. Generally, however, such membership is not required. Generally, only one member of a firm or company is allowed to do journeymen's work unless a member of the union.

In a few industries the union label is mentioned, and its use in those industries is often made compulsory.

Cool drinking water furnished free during the summer and satisfactory sanitary arrangements are also often specified.

The following provisions are inserted in most of the agreements: No employee is to be discharged because of activity in support of union principles or because of prejudice on the part of the foreman. A shop chairman or committee is to be elected or appointed in each shop to look out for union interests. The business agent, organizer, or a committee of the union is to be admitted into the shop at any time for the purpose of settling differences. There shall be no strike or cessation from work pending the settlement of a dispute. Provisions for arbitration are frequently made, the board generally to consist of an equal number of representatives from each side and they to choose the umpire or chairman, and the decision of the board to be final and binding on both sides.

Below are given extracts from agreements made in the leading trades, showing in general the conditions existing in 1923 and 1924.

ACTORS

The Actors' Equity Association, composed of actors and performers, has two agreements, one with the Managers' Protective Association, incorporated under the laws of New York, and composed of theater owners engaged in presenting dramatic and musical compositions,

and the other with independent proprietors not members of this association. The former agreement, dated May 12, 1924, became effective June 1, 1924, for a period of 10 years; the latter is without date. From the nature of the case these agreements omit many clauses considered necessary in ordinary labor agreements and insert many not to be found in agreements for other occupations.

The agreement with the Managers' Protective Association is rather lengthy. It applies only to performers "portraying any parts or characters," to understudies, and to permanent company stage managers. It does not apply to "productions in stock, repertoire, tents, or other classes of production," nor to the chorus, with whom a separate contract is made. It is in two parts—the basic agreement and the standard contract. The former is between the two associations; the latter is between individuals, members of each association.

The Equity Association claims to have more than 80 per cent representation in productions in the field to-day; hence the insertion of the following sections in the contract:

No member of this association shall * * * play in any company or any performance produced by any member of the Managers' Protective Association (Inc.), unless at least 80 per cent of the actors, who are members of said company and/or appear in said performance, are fully paid-up members of Actors' Equity Association in good standing and unless each of the remaining persons who are members of said company and/or appear in said performance, * * * (none of whom may be suspended or delinquent member of Actors' Equity Association or a person who has been expelled or dropped therefrom) shall * * * have paid in cash to this association a sum or sums equal to what such person would have had to pay to this association as the usual and regular initiation fee and dues if such nonmember had at the time of his or her first rehearsal in said company duly applied for and been admitted to membership in this association; and unless such nonmember shall continue so to make thereafter to this association payments in the same amounts as if he or she should have continued thereafter to be a member of this association in good standing; and such payments * * * shall * * * be made * * * directly and not by or through any producer or other person, firm or corporation.

No member of this association shall work * * * for any employer, manager, or producer, who * * * produces * * * any play or makes any production in which there are less than 80 per cent of Equity members, and also unless all nonmembers in such play or production * * * make to this association the payments hereinbefore specified. Understudies and permanent stage managers are to be counted as members of the company.

The persons whose names are on a certain list of nonmembers agreed upon between this Association and Managers' Protective Association, * * * are * * * to be deemed nonmembers; but none of the payments to the Equity Association hereinbefore specified need be made by them. If such actor shall at any time become a member of the Equity Association, his name shall thereafter be deemed eliminated from said list.

The Equity Association agrees not to reduce the above percentage of nonmembers; not to force or coerce nonmembers to become members; not to "coerce or persuade any Equity member to obtain or seek employment through its employment agency"; not to participate in "any sympathetic strike against any member of the Protective Association that may at any time during the life of this agreement be called by any craft connected with the theater"; not to interfere in the casting of plays or prescribe the number of actors in a play; for 25 years to admit to membership any person "of good character and of sufficient age," except dropped or expelled members, upon payment of the regular initiation fee of \$10 for actors of less than two years' experience, and \$25 for others; and to grant the Protective Association the benefit of any more favorable terms or conditions

granted other producers, except such as are granted in the regular independent contract.

The Protective Association agrees not to cause any persons to resign from the Equity Association or to refrain from joining it; not to blacklist any member of it; not to compel any "member to pay any consideration for his employment to any medium through which he may be employed"; not to compel a member to do the work of any stage hand or musician; not to admit to its membership anyone without the consent of the Equity Association; to give to members of the Equity Association the benefit of any better working conditions granted to any other actors.

An arbitration board is provided for, to be composed of three persons, one to be named by each side to the controversy and the third, or umpire, being specified in the agreement. This board is to hear controversies regarding the interpretation of the agreement or any breach thereof and disputes between producers respecting their right to the service of any actor. The board is to receive evidence under rules adopted by itself. Its decisions are to be in writing and a copy is to be sent to each of the parties interested. Its decisions are final and must be complied with within 10 days. The arbitration procedure must meet the requirements of a lawful arbitration under the laws of the State of New York and the award may be entered in the supreme court of that State. A strike is permitted 10 days after a producer fails to observe the terms of the award, but the strike is to be limited to the employer in default. Similarly, a joint arbitration board is to be established to determine claims arising under the standard contract, the board to meet regularly twice a month.

The standard contract is an individual agreement made between a manager and an actor, stating the names of the parties, the part to be played, the dates of beginning and ending of employment, the rate of compensation, and the duties to be performed. The contract is conditional on the observance of the provisions in the basic agreement. The rules and regulations in connection with the standard agreement relate to details, such as rehearsals, abandonment and termination of a play, termination of contract, clothes, costumes, weekly performances (ordinarily eight, with an additional sum, equal to one-eighth of the weekly compensation, paid for each performance over eight in each week), lost performances, lost rehearsals, transportation, illness, and the like.

The agreement made with the independent producers is similar to the preceding. The principal difference lies in the wording of section 5 of each agreement. In the Producers' Protective Association agreement, the manager agrees that 80 per cent of the members of the company shall be members of the Equity Association; in the independent agreement, the manager agrees that all members of the company shall be members of the Equity Association. In both cases a violation by the manager gives the actor the right to end the agreement, and to collect from the former all sums then due him, plus his return railroad fare and two weeks' salary.

The Chorus Equity Association has agreements with the Managers' Protective Association and with independents similar to those already described, with a few changes to fit the different conditions. The basic agreement of the Chorus Equity Association contains one clause not in that of the Actors' Equity Association, as follows.

Anything to the contrary in this agreement notwithstanding, it is agreed that not oftener than once every two years from the date hereof, during the duration of this agreement, the parties hereto shall, upon 30 days' notice in writing by either party to the other, meet for the purpose of modifying the minimum wage and working conditions in the minimum two weeks' contract. In the event the parties can not agree, the questions involved shall be decided by arbitration in the manner provided for herein and the decision or award shall then be incorporated in this agreement.

Members of the chorus are guaranteed a minimum salary of \$30 a week in New York City, with an increase of \$5 for certain work outside of that city.

The Actors' Fidelity League is a union of actors making agreements with the Producing Managers' Association. Their contracts, called "standard," "stock," "run of the play," and "try-out," vary in detail, but in general they are similar to the agreements made by the Actors' Equity Association. The main variations are as follows: In the "standard" contract both parties agree that they are "bound by no affiliation of any kind that can or will prevent the fulfillment of this contract," and that the minimum weekly salary is to be \$30 in New York and \$35 outside of New York. In the "stock" contract, the number of weekly performances is as provided by individual agreement and no minimum salary is stated. The "try-out" contract is used only during the months of May, June, and July.

AUTOMOBILE WORKERS

The United Automobile, Aircraft, and Vehicle Workers of America is a union composed of workers in the industries mentioned in the title. The union is industrial in character and includes the following classes of workers: Body makers, woodworkers, finishers, woodworkers on repairs, machine hands, hammermen metal workers, fender makers, metal finishers, metal workers' helpers, blacksmiths, blacksmith finishers, trimmers, trimmer bench hands, stripers and finishers, painters, assemblers, electricians, and car porters.

An agreement made between Local No. 49 in New York City and the New York Motor Coach Manufacturers' Association, May 22, 1924, which with slight necessary modifications was signed by many individual employers not members of the association, provides for a union shop working 44 hours a week.

The following are extracts from the agreement:

2. That a higher rate [than that provided for herein] can be paid by the employer to any employee deemed worth more than the minimum scale. Anything above the minimum scale is a matter of individual agreement between the employer and the workman.

10. The party of the second part agrees to furnish employers * * * with competent workers, but in the event of the party of the second part being unable to supply any such employer with workers, then the employer shall have the right to obtain them through the ordinary channels, with the understanding that all workers so engaged are to become members of Local No. 49, and they shall make payment on their application when receiving their first full week's pay, if they are recognized as competent workmen by the employer.

11. (a) If the worker so hired is not recognized as a competent journeyman, he shall take out a permit card from Local No. 49 within 24 hours after starting to work and pay a reasonable fee weekly for a period of no more than four weeks, at which time his status must be decided upon, either by his employer or the joint grievance committee on appeal.

(b) If he is passed as a competent journeyman, he shall become a member of Local No. 49 and his permit-card payments shall apply on his initiation fee.

(c) If he is not passed as competent, he shall continue undisturbed in his place of employment under permit until his place is filled by the union or his employer dispenses with his services.

13. Each employer shall notify his shop chairman when putting new men to work.

19. Apprentices shall be employed only in the following ratio: 1 apprentice to 5 or more journeymen; 2 apprentices to 10 or more journeymen; 3 apprentices to 15 or more journeymen. No department shall have more than 3 apprentices, and in case of a reduction in the working force the number of apprentices shall be reduced in the same ratio as the force is reduced. An apprentice shall not be over 21 years of age when starting his apprenticeship.

20. Apprentices shall be advanced to journeymen as soon as they become competent in the opinion of the employer. No apprentice shall be admitted to full membership in the union unless he has served at least two years at his branch of the trade or has demonstrated his fitness to the satisfaction of the employer or the joint grievance committee.

21. Every apprentice shall be registered with the party of the second part and shall receive a card bearing the date of such registration, which shall be considered as the date of the beginning of his apprenticeship.

23. Men of any age may be employed in lieu of apprentices if they have had experience in a similar line to the department in which they are employed. They shall be advanced to journeymen as soon as they become competent, in the same manner as apprentices.

24. No more than two helpers shall be allowed for each body maker.

BAKERS

The Bakery and Confectionery Workers' International Union of America consists of bakers organized generally, one union in a city covering the various divisions of the craft. Where, however, there are Italians, Poles, Scandinavians, Bohemians, and Hebrews in a city, and where bread is made according to formulas followed in the old countries, separate unions of the nationalities are often found.

As a rule, a local union includes only those working inside the shop. Salesmen generally affiliate with the teamsters' union. In Sacramento bakery salesmen are subject to a special agreement, and in Seattle they form an independent union. There is a union of candy makers in Brockton, Mass., one of cracker makers in San Francisco, one of cracker and candy makers in Seattle, and unions of ice-cream-cone makers in New York City and Boston.

In a few cities bakeries are divided into machine shops and hand shops, the difference between them being that in the former machinery is used to divide, mold, or round the dough. However, workers in both classes of shops belong to the same union. They are generally divided into three classes: Dough mixers or spongers, ovenmen, and benchmen; or, first, second, and third hands. Sometimes the first two classes are combined. Some shops have a foreman in addition.

Generally, the number of hours worked is 8 per day, 6 days per week, work on the seventh day being generally forbidden. There is no Saturday half holiday. Saturday or Sunday is the usual rest day. Frequently night work is also forbidden; where allowed, a smaller number of hours is worked than during the day or the rate is increased from 10 to 15 per cent. Work done before 4 a. m. or after 8 p. m. is generally considered night work.

Wages are paid by the week and not by the hour or day. A weekly pay day is observed. When a holiday occurs, five days constitute a week. Therefore the holidays observed are carefully men-

tioned in each agreement, as in section 11 of the agreement between Local No. 118 and the Employing Bakers' Association of Washington, D. C., May 1, 1924, which follows:

Labor Day * * * and Christmas Day of each year shall be full holidays. All work is to be finished by 10 p. m. of Sunday before Labor Day. No work is to be done from that time until 10 p. m., Labor Day, except by the dough maker, who may start to make dough at 6 p. m. on Labor Day. On Christmas * * * all work is to be finished by 12 o'clock noon, December 24, and no member is to start working until midnight of Christmas Day * * * except the dough maker, who is allowed to start at 8 p. m. on Christmas Day. * * * Members who may be required to work on any of the national legal holidays * * * outside of Labor Day and Christmas Day shall receive time and half-time pay for same. The holidays to be observed are as follows: Decoration Day, Independence Day, Thanksgiving Day, Christmas Day, New Year's, Lincoln's Birthday, Washington's Birthday.

In San Francisco (agreement of Local No. 24, November 14, 1923, sec. 8) employees are paid for holidays, but work two hours' overtime without extra pay the day before; when holidays fall on Saturday, Sunday, or Monday they work six days that week and receive one-half day's extra pay. In Pueblo (agreement of Local No. 162, May 1, 1923, sec. 10) employees work either four hours on holidays or two hours' overtime both the day before and the day after, as required.

The Jewish unions very generally receive pay for nine Jewish holidays during the year. Section 11 of the Hebrew Local No. 100, of New York City, for 1924 contains a typical provision of this kind:

The employer agrees that regular employees shall not work or be called upon to work on the following days: 2 days of Shabuoth; 2 days of Rosh Hashana; 1 day of Yom Kippur; 4 days of Succoth; and the 1st day of May, it being agreed that the employees shall receive their regular wages for those days as if they had worked, including cases where such holidays fall within or include the employees' "day off."

In the bakery industry overtime is permitted "only in cases of emergency" when jobbers can not be obtained, and is then generally limited to one or two hours a week to be distributed equally among all the employees in the shop. The overtime rate is generally time and a half. In a few cities double time is chargeable for holiday work.

The work of journeymen is described in section 7 of the agreement of Washington, D. C., Local No. 118, May 1, 1924, as follows:

No one but a journeyman baker or apprentice shall do any of the following work: Weigh ingredients for making dough or attend mixer while mixing dough; attend to aging of dough after making; remove dough after aging of same to trough; hand-scale dough to loaves; mold or round up dough into shapes; place molded dough in cloths, boxes, or pans; handle a peel in any way at oven, or peel Vienna or other bread or rolls from cloths in boxes to peel plate. No pastry work to be handled by anyone except a journeyman baker or apprentice until same is iced and finished ready for sale. On automatic machines journeymen shall be employed when necessary to place bread in the ovens by hand.

Journeymen are forbidden to work outside the shop, load wagons, scrub floors, clean up the place, or do other work not pertaining to their craft. Jobbers—extra hands and substitutes—are engaged only through the union. Generally the minimum time for which they may be hired is half a day, with overtime pay for any time after eight hours.

Apprentices serve for two or three years. Their number varies greatly in the different cities. The ratio between apprentices and journeymen is usually one to four or five. Generally apprentices are

obliged to become members of the union or at least to register with it immediately on starting their term of service. Their wages are regulated by the union and vary with each year of service. The following office rule appears in the agreement of Local No. 2, Chicago, May 31, 1924: "The employer must send his apprentice to a bakers' school for at least four hours once a week without loss of salary. It is left to the employer to choose the most desirable time for sending his apprentices to school."

Helpers are to be found in every bakery of any size. They are generally members of the union or are required to obtain working permits before starting to work. They are not apprentices, but do laborers' work around the bakery and are forbidden to do work ordinarily performed by bakers. Packers in the shipping room are often not required to join the union. Sections 1 and 7 of the agreement of Local No. 74, Spokane, May 1, 1924, relating to helpers, are as follows:

All journeymen, apprentices, helpers, stock clerks, packers, checkers, bread and cake wrappers, porters, pan greasers, or other help employed in connection with the manufacturing and preparing of bakery products, also in cleaning or maintaining the shops or equipment in order, not covered by other unions except the office employees, will be members of * * * Local 74. * * * Shipping clerks shall not be required to belong to the union unless they do work connected with packing, checking, or wrapping for other than instructing purposes, in which case they shall belong to the union.

One helper will be allowed in the manufacturing of bakery products, in any shop where one to seven journeymen are employed and one additional helper for each seven additional journeymen employed. Helpers shall not be allowed to work at the bench, on machines, at the oven or dough. They may punch dough, clean machines, or do other unskilled work incidental to the baking business, but shall not do any journeymen's or apprentices' work.

Helpers' hours are the same as those of journeymen and their wages are often regulated by the union.

Generally not more than one partner or one stockholder in a company or firm will be allowed to work as a journeyman unless he is at the same time a member of the union. Foremen are not usually required to be members of the union unless they do journeymen's work. The Hebrew union of Hartford (Local No. 80) has the following clause (sec. 16) in its agreement of May 1, 1923: "If the boss himself works in the bakery he must give two days' work every week to our union men"; while under section 9 of the May 1, 1923, agreement of the Hebrew union of Baltimore (Local No. 209) "the employer agrees not to employ any of his families [sic], neither his wife, his son, nor any other relative, unless he is a member of Local 209."

Nearly all agreements contain provisions requiring the establishments to be kept clean and sanitary and to provide and maintain for the use and convenience of their employees sanitary dressing rooms, toilets, wash rooms, and clothes lockers. A clause (sec. 13) in the agreement of the New York Hebrew Local No. 100, May 1, 1924, reads as follows:

The employer shall keep his bakery or bakeries in a clean or sanitary condition, equipped with a medicine chest containing necessary medicines and bandages for use in emergency cases, and carry insurance in the manner provided by the workmen's compensation law of the State of New York.

The use of the union label on bakery products is required by many agreements and is optional by others. The labels are taken care of

by the shop steward, who sees that they are properly placed on the products. Use of the labels is granted by the union at rates varying from 5 to 15 cents per thousand, the union reserving the right to end their use by an employer for violation of any terms of the agreement.

In many agreements members are forbidden to board or lodge with their employers; in others, this is optional with the employee.

Agreements are usually made for one year and very generally expire on the last day of April. However, the agreement of Local No. 74, Spokane, May 1, 1924, was made for four years "except as to wages," which were to be revised yearly on request of either party.

Most of the agreements contain a general provision relative to arbitration. Section 17 of the Spokane agreement, just mentioned, is as follows:

A board of adjustment is hereby created, to be composed of three members of Bakers' Local Union No. 74 and three * * * employers who have signed this agreement and are owners of baking establishments. Said board * * * shall elect a chairman and secretary and shall adopt rules of procedure which shall bind both parties. Said board shall have the power to adjust any differences that may arise between the parties hereto regarding the meaning or enforcement of this contract. Said board shall meet for consideration on matters that may be referred to it within 48 hours subsequent to the receipt of its secretary's notice to come. The board's decision shall be submitted to both parties in writing, * * * and their decision shall be effective from the date of submission of such question or difference. If the board can not agree on any question referred to it within 48 hours after taking the matter up for discussion they shall then select a seventh member, who shall have no connection with either party, and the decision of the majority * * * shall be final and binding on both parties. Pending the decision of any question referred to the board, work shall be conducted in accordance with the provisions of this contract and made retroactive to the date this question was submitted to this board of adjustment, providing, however, that a decision must be reached on same within 15 days after submission of any question.

BARBERS

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

The union prints a shop card which the employer is allowed to display; he agrees to comply with the union rules and to regard the card as union property subject to removal on demand of the union.

Barbers' hours are somewhat longer than those in most other occupations. In general, barber shops are open from 8 o'clock in the morning to 7 or 8 o'clock in the evening. On Saturdays the closing hour is 9 or 10 o'clock. In a few cases the agreements say nothing about the opening and the closing hour but limit the number of daily working hours to 8½ or 10½, with 2 or 3 hours more on Saturdays. The shop is to close at the hour prescribed in the agreement.

There are no overtime provisions. However, the practice is to attend to all who enter the shop previous to the closing hour. Frequently no objection is made to the proprietor attending to those who enter after the closing hour, and in some cities bona fide guests

in hotels are permitted to be served out of hours. Sections 4 and 5 of the agreement of Local No. 20, Pittsburgh, made May 1, 1924, provide as follows:

SECTION 4. Men in the downtown district shall work not more than $8\frac{1}{2}$ hours in a 10-consecutive-hour day for the first 5 days of the week. On Saturdays they shall work no more than $11\frac{1}{2}$ hours in a 13-consecutive-hour day. No journeyman in the downtown district shall work more than 54 hours per week. Where the swing-shift system is in force journeymen shall commence not earlier than 7 a. m. and work not later than 9 p. m. the first 5 days of the week; on Saturdays from 7 a. m. to 10 p. m. Journeymen shall be permitted one hour and a half per day for meals, subject to shop rules.

SEC. 5. In the outskirts district barber shops shall open not earlier than 8 a. m. and close not later than 7.30 p. m. the first 5 days of the week; on Saturdays, open not earlier than 8 a. m. and close not later than 9 p. m. Men to receive 1 hour and 30 minutes for meals, subject to shop rules, but in no case will a man be allowed to work more than $56\frac{1}{2}$ hours per week.

In the few cases where Sunday work is allowed shops close at noon. Holidays are variously treated. Where shops are open on holidays they close at noon. Where they are closed on holidays they remain open until 9 or 10 o'clock the night before, and when holidays occur on Saturday or Monday they are generally open on the holiday until noon. Rules 3 and 4 of Local No. 192, at Kansas City, July 1, 1924, vary somewhat from the above and read as follows:

RULE 3. Ten and one-half hours shall constitute a day's work on weekdays, $13\frac{1}{2}$ hours on Saturday, and 5 hours on the following holidays: New Year's Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving, and Christmas, except when the holiday comes on Saturday, when the regular hours shall prevail.

RULE 4. No journeyman shall be allowed to work later than 11 p. m. on any day, or 1 p. m. on holidays, except as provided for in Rule 3.

Wages are on a commission basis, varying generally from 50 to 65 per cent of the man's receipts, with a guaranty generally of from \$25 to \$30 a week for those working a full week. The wages of journeymen are paid weekly and no deduction is made because of a holiday. When a barber works less than the full week his wages are generally computed according to a different scale of guaranty or commission, designed to give him a wage considered fair under the circumstances. Methods of computation are also prescribed in case of extra hands who work evenings alone or all day Saturday, the number of such extras being frequently limited to one in a shop. Sections 1-3 of the agreement of Local No. 20, Pittsburgh, May 1, 1924, read as follows:

SECTION 1. The wages of a journeyman barber shall be not less than \$25 per week, and 60 per cent on all over \$36.

SEC. 2. Any journeyman who is absent one or more of the first five days of the week the sum deducted shall not exceed \$4 per day. If he is absent on Saturday, the sum deducted shall not exceed \$7. But in no case shall a journeyman receive less than 70 per cent from the receipts as wages.

SEC. 3. For an extra man on Saturday the wages shall be 70 per cent, with a minimum guaranty of not less than \$8. For an extra man for a day before a holiday the wages shall be 70 per cent, with a minimum guaranty of \$7. An extra man during the week shall receive 70 per cent, with a minimum guaranty of \$5 per day. * * * When a man is hired for a few hours per day he shall receive not less than 60 cents per hour.

A half day's vacation each week or one day every two weeks is frequently allowed without loss of pay, the day to be designated by the proprietor of the shop and to be omitted in any week in which a holiday occurs. In Local No. 752, New York City, paragraph 8 of the agreement calls for a vacation of one day each week.

The fact that a certain proportion of the wages is in the form of a commission on business causes the union to take a lively interest in the rate of charges to customers. A price list is therefore frequently prepared by the union and stated either in the agreement or its by-laws. A proprietor's failure to observe this list is considered a breach of the contract and renders him liable to a fine.

Apprentices are but occasionally mentioned in the agreements. They are limited to one per shop, must be registered with the union, and must observe union hours. Their scale of wages is nowhere mentioned, nor the term of service required before their admission as journeymen. Where a shop is operated by partners, only one is to be considered as the proprietor. The others are required to be members of the union and to observe all union requirements, especially those relating to hours.

Proprietors must obtain their help, when possible, through the secretary or business agent of the union. They must furnish uniforms when these are required and must launder them at no expense to the journeyman.

Arbitration is rarely mentioned in these agreements except in a general way.

BILL POSTERS

Extracts from the agreement for 1923 made by Local No. 57, Portland, Oreg., of the International Alliance of Bill Posters and Billers of the United States and Canada, follow:

SECTION 1. Each vaudeville, stock, combination and moving-picture theater shall employ a member of the International Alliance of Bill Posters and Billers of America, Local No. 57, as advertising agent by the week.

SEC. 3. The duties of an advertising agent shall be as follows: Changing lobby frames, changeable electric sign displays, posting paper on house boards, placing of window cards and lithographs and laying up paper.

SEC. 4. No member of this union will be allowed to do any work other than that pertaining to outdoor advertising or to furnish implements or materials.

SEC. 5. In the event that the party of the first part * * * leases, rents, or sublets * * * the theater or place of amusement owned or controlled by him, then * * * the party * * * will be held responsible for any act of such lessee * * * which is a violation or infringement of this agreement.

SEC. 6. It is understood that no member will be permitted to work as an advertising agent under the weekly scale for more than two places of amusement under or controlled by the same management.

SEC. 9. Two weeks' written notice will be required of either party to this agreement to terminate an engagement. Such notice to take effect on the second Saturday following the date of notice.

SEC. 10. This scale applies for a week of six days not including Sundays or holidays.

SEC. 11. Overtime shall be paid for at the rate of time and one-half.

SEC. 12. Forty-eight hours shall constitute a week.

SEC. 13. Lower floor passes shall be furnished by the party of the first part to square locations for advertising privileges.

BREWERY WORKMEN

The International Union of United Brewery, Flour, Cereal, and Soft Drink Workers of America has jurisdiction over malt, grain elevator, yeast, vinegar, alcohol, wine, cider, cereal beverage, and mineral water workers and includes those engaged in manufacturing, bottling, and handling beverages. The union claims jurisdiction over the engineers, firemen, coopers, teamsters, chauffeurs, stablemen, and helpers around the brewery and enforces this claim in many

cities. A union may include workers in all the various lines here enumerated, but in cities where the industry is large separate locals of workers in each line of the work are often formed. The engineers and firemen, often with oilers, icemen, and laborers, form locals of their own. Drivers are often grouped with bottlers, though many locals of teamsters alone are affiliated with the brewery workmen's union.

The agreements are generally rather lengthy and are made between local unions, or joint executive boards in the larger cities, and individual employers. The agreement is generally a collection of agreements representing the various departments or local unions—as brewers, shippers, engineers, firemen, bottlers—and the conditions of work in the different departments vary. The number of hours worked is generally 8 per day, 48 per week, sometimes 44. Generally overtime is permitted, time and a half being charged; for Sundays double time must be paid. When foremen or chief engineers are not members of the union they are not allowed to do journeymen's work. All other employees, except the office force, and including watchmen and freight handlers, must be members of the union and "citizens of the United States or those who have declared their intention to become citizens."

The number of apprentices allowed varies from 1 apprentice for every 5 journeymen to 1 for 20. The term of apprenticeship is generally two or two and a half years.

Proprietors must furnish suitable sanitary rooms, lighted and heated, for the changing of clothes. Union-made materials and machinery are to be given preference. Strikes, sympathetic or otherwise, are forbidden, but members of Local No. 293, Los Angeles, in section 11 of their agreement dated March 21, 1924, refuse "to handle or bottle any product of any brewery that is declared unfair" by the union. The union label is supplied at cost to all proprietors complying with the terms of the agreement.

Many unions provide for the settlement of disputes by arbitration. A somewhat elaborate provision is given in Article X of the St. Louis Brewery Workers' Union agreement made with the Cereal Beverage Manufacturers of that city, February 1, 1921, which is still in force, the last extension having been made November 1, 1924. The article reads as follows:

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

of the board, equally divided, shall constitute a quorum. A majority vote on all questions shall be binding on the board.

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

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

All complaints and answers shall be submitted in writing, and arbitration shall be confined to the subject in dispute. The written records of the arbitration shall contain the complaint filed, the answer filed, names of witnesses and the decision of the arbitrator and his reasons supporting the decision rendered. The arbitrators shall meet at an agreed place within the city of St. Louis for the purpose of completing the organization within one week after written request is made for arbitration. Arbitration shall be completed within 14 days. Should either side fail to comply with the request for arbitration within the specified time, the side so failing shall forfeit its case.

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

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

The following typical sections are taken from the agreement of the Philadelphia Joint Board, made in May, 1924:

No man shall be ordered to varnish casks or vats without the proper safety appliances having been first installed as provided by the laws of Pennsylvania. There shall be provided by the employer rubber boots, gloves, and goggles for the protection of employees engaged in cleaning casks or vats and sharp substances. Oil lamps are prohibited in all departments. Men working in the washhouse and racking room shall be provided with waterproof aprons by the employer.

Brewery department

Watchmen will receive one week's vacation during the year with pay. * * *

No one employee shall be compelled to stack three full half-barrels on top of one another. In breweries where more than 80 half-barrels must be racked off in an hour, two men must be employed to stack them up.

Employees shall receive beverages during working hours, and time of serving same shall not exceed 10 minutes in the forenoon and not exceed 10 minutes in the afternoon, but employees are to be allowed beverages before and after hours. During the 10 minutes' beverage pause in the forenoon, employees in this department shall be entitled to eat lunch.

* * * The term of apprenticeship shall be 2 years: 7 months in the fermenting room; 7 months in the storage and racking room; 6 months in the kettle room; and 4 months in the washhouse. At the end of this term the given apprentice, if capable, shall receive his certificate from the brew master.

Shipping, drivers, helpers, laborers, and stablemen

Watchmen will receive one week's vacation with pay during the year. * * *

Stablemen and drivers who are compelled to feed, water, and clean horses on Sunday or on special holidays shall not work on such days longer than 3½ hours and shall be paid the regular hourly rate. Any work beyond such time shall be paid at the rate of time and half-time.

Each driver and operator shall load his own vehicle at the proper place appointed in the brewery and upon his return shall unload and properly place empties and full packages where directed. It shall be part of the duties of the drivers and operators to haul all material required in the brewery from the cars

or railroad station and deliver same at the proper place as directed by the superintendent of the shipping department. Each driver shall clean his horses and harness where no other provision is made.

Engineers

Men working seven consecutive days in this department will be paid for the seventh day at double time, unless the union is unable to fill vacancies, whereupon the regular rate shall be paid. * * *

The engineer going off watch must turn over his plant to the next watch in perfect running order, leaving no hot bearings or imperfect joint or packing, and shall receive no extra pay for overtime consumed in correcting imperfections when he is at fault.

Firemen, oilers, and firemen helpers

Men working seven consecutive days in this department will be paid for the seventh day at double time, unless the union is unable to fill vacancies, whereupon the regular rate shall be paid. * * *

* * * A fireman shoveling over 3 tons of coal on a shift shall in no case be compelled to shovel same more than once, and he shall have a helper. Fuel must be conveniently placed in front of furnaces.

The international union also makes agreements with large yeast companies having several plants in different parts of the country. The provisions are similar to those already mentioned and are binding on all locals interested; each local, however, arranges its own wage scale with the company.

BRICK AND CLAY WORKERS

Locals of the United Brick and Clay Workers of America are to be found mainly in the Middle West. The union is industrial in character and comprises within its membership all who work in and around the yards, except foremen, superintendents, shipping clerks, and the office force. The agreements generally provide for a closed shop; an 8 or 9 hour day, with exceptions for certain men; overtime and work on Sundays and holidays (except absolutely necessary work) generally paid for at the rate of time and a half; a weekly pay day; no strike until after an investigation of grievances; and settlement of complaints by a committee on grievances.

The following provisions, which in some respects are at variance with the preceding description, are taken from the agreement of Brickmakers' District Council No. 1, Chicago, effective for three years from May 1, 1924:

SECTION I. * * * Should the organization fail or be unable to furnish men in sufficient numbers within two days after being notified by the manufacturer to furnish men, the manufacturer may employ men who are not members of the organization and may pledge such men 30 days' work. At the end of the 30-day period these men may be replaced by union men, but if the organization fails to supply union men to replace such nonunion men at the end of said 30-day period the manufacturer may retain such nonunion men for a further period of 30 days and continue to do so until this organization shall be able, at the end of some 30-day period, to supply union men; provided, however, that such nonunion men be employed with the understanding that they pay the same dues per month as are paid by members of this organization and are subject to the same check-off regulations as apply to union men.

After working 30 days temporary employees must be accepted into the union if such employees elect to join the union.

The manufacturer on his part agrees to promptly notify the organization when he is in need of men.

The manufacturer further agrees to check off all initiation fees, dues, fines, and assessments each month, provided that the local union or the business agent of

this organization submit a list in duplicate to the manufacturer, arranged according to yards when necessary, at least 10 days prior to pay day.

The manufacturer reserves the right * * * to adopt any and all improved machinery and methods in the conduct of his business which he may deem advisable to adopt, and in case any new machinery is used which displaces hand labor such machinery shall be operated at a price not to exceed the price paid to men operating similar machinery in brickyards in the Cook County district. The manufacturer shall have the right to discharge men not satisfactory to him.

SEC. II. * * * Nothing in this agreement shall prohibit an employer, one foreman, or one member of any firm from working on the yard not more than two hours on any one day.

SEC. III. * * * Where it is necessary for men to work more than 8 hours for the proper operation of the plant, they shall be paid straight time up to 10 hours, and time and one-half thereafter. * * * Burners and helpers to receive straight time. When a yard is shut down for repairs, all extra roustabout work shall as far as possible be divided among all available men on the plant.

All members of this organization who are citizens and who are entitled to vote, and do vote, shall be given opportunity to do so both on election and primary election day.

SEC. IV. * * * All yards shall have a stated pay day, to wit: All employees shall collect their wages semimonthly. * * * If pay day falls on a Sunday or holiday, employees shall receive their pay on the previous day.

SEC. V. Each yard shall have a steward, whose duty it shall be to enforce this agreement. In the performance of this duty he shall hear complaints of any and all character made by either the employees or the manufacturer or his agent, the foreman, and shall then and there endeavor to settle such complaints. * * * Cases which can not be adjusted in this manner shall be reported to the district council by him. If the district council can not settle the matter in dispute with the manufacturer, the case shall be left to the decision of a man to be agreed upon as umpire by the business agent of District Council No. 1 and the manufacturer. Said umpire shall render a decision within three days after all evidence in the case shall have been presented to him, and his decision shall be final and binding upon both parties.

Under no circumstances shall a yard be shut down by either the steward, the men, or the local unions having jurisdiction over the yard where a complaint is under investigation.

* * * Representatives of the manufacturer and a representative of each local union shall meet at least every three months to discuss grievances that may arise and other matters of mutual interest and importance to both parties. Said meetings to be called and arranged by officials of each party.

SEC. VII. The label of Brickmakers' District Council No. 1 and the name, initial or number of the yard of the manufacturer shall be placed upon the brick manufactured, except in the case of side-cut brick or in any other cases where the marking may be impracticable. Such label shall at all times be the property of Brickmakers' District Council No. 1 and may be withdrawn at any time for any violation of this agreement.

SEC. XVIII. No strikes or cessation of work shall be called or brought about by any individual, group of individuals, or any local unions belonging to this organization for any reason whatsoever.

A strike may be called only by District Council No. 1, and by it only after the manufacturers, through their business agent, shall have had ample opportunity to present their side of any controversy concerning the rules or scale of wages to the men.

SEC. XX. The business agent of this organization and the business agent of the manufacturer shall constitute the tribunal which is to determine whether or not this agreement or any section thereof shall have been violated, and their decision shall be final and binding upon both parties to this agreement. * * *

All fines shall be checked off in like manner as dues and assessments are checked off, and in such installments as may be agreed upon by the two business agents.

SEC. XXI. All collected fines shall be held in trust by the business agent of the manufacturers and credited to an account called "Relief Fund of District Council No. 1," and he shall pay out money from this fund as may be agreed upon by the two business agents provided for in this agreement.

The following clause relative to apprentices appears in the agreement of Local No. 16, Belleville, Ill., March 22, 1924:

SECTION 7. Apprentices shall only be put in when Local No. 16 can not furnish experienced men; if the apprentice's work proves satisfactory, he shall receive the scale of wages. The yard committee is to be notified who the apprentice is.

BROOM MAKERS

Members of the International Broom and Whisk Makers' Union are generally employed on a piece basis, the rate varying with the weight, size, and character of the article made. The international organization prepares a general contract relating to the use of the union label. This label contract with a scale of wages attached is frequently the only agreement entered into by many unions with their employers. The essential provisions of the general label contract are as follows:

Said party of the first part shall not employ in their broom factory, located at -----, any person or persons whatsoever who are not members in good standing in the International Broom and Whisk Makers' Union -----, with the exception of such persons as are not eligible to membership, and employed on work not claimed by said union.

The said parties * * * shall pay to their employees the scale of wages hereto attached and in employing apprentices shall comply with the apprentice laws of the International Broom and Whisk Makers' Union.

These said parties of the second part agree to work for the above said parties of the first part for the attached scale of prices for the term of this contract.

* * * This contract shall extend for a period of ---- months from date of signature and shall be binding on the parties hereto.

* * * All brooms manufactured by the said parties of the first part shall be labeled with the label of the International Broom and Whisk Makers' Union, and the cost of the said labels shall be paid by the said parties of the ----- part.

* * * All questions upon which the parties hereto fail to arrive at a satisfactory agreement shall be submitted to a board of arbitration, and there shall be no suspension of business pending such decision, except by mutual agreement.

[NOTE.—In all cases, the scale of wages adopted by the local union must be attached to this agreement and be a part thereof.]

Some of the conditions attached to the wage schedule of Local No. 29, Chicago, effective September 1, 1923, and continued for another year from September 1, 1924, are as follows:

All shops shall furnish scales at convenient places for tyers to weigh brooms.

All extra work other than regular employment by journeymen tyers and sewers shall be paid for at the rate of 90 cents per hour.

Overtime shall be paid for at the rate of 15 per cent in all departments of the trade.

All shops shall be provided with proper heat, light, and ventilation, and members will not be permitted to work while this section is violated.

When any department is laid off, no member shall work in said department until entire department resumes work.

Journeymen shall be allowed 10 minutes, * * * to clean off and around their machines.

No overtime shall be allowed in any factory unless said factory is working full time, 44 hours, and 6 days per week.

Working-days shall consist of 8 hours, as follows:

From April 1 to October 1—7.30 a. m. to 12 o'clock noon and from 12.45 p. m. to 4.15 p. m.

From October 1 to April 1—8 a. m. to 12 o'clock noon and from 12.45 p. m. to 4.45 p. m., and 4 hours on Saturday, from 8 a. m. to 12 o'clock noon.

* * * No work shall be done in any factory on Sunday except putting in a bleach in hot weather or repairing machines.

Manufacturers conducting union factories and using the union label shall not handle brooms, toys or whisks not bearing the union label.

Any foreman not eligible to membership in this union working at either tying or sewing shall pay 35 cents per week for the use of the label.

Any official of the union on business for the union shall be admitted to factories at all times.

All journeymen shall be supplied with sufficient material to work steady during the time shops are running. But when one journeyman waits for material all journeymen in shop shall stop work until all journeymen have material.

In case journeymen are short of material and not sufficient help working, the shop steward shall notify the foreman to put on sufficient help to keep all journeymen working steady, and if he is unable to obtain sufficient help he shall take help from machines until he can obtain other help, and if he refuses to do so the shop steward shall send the members home at once.

BUILDING TRADES

Each of the crafts ordinarily grouped under the term "building trades" makes agreements with its employers according to its own rules and customs. In several cities, however, it is customary for these agreements to be approved by a body representing the trades collectively, and also for the allied body to issue statements showing the rates of wages in the various allied trades. In a few cities agreements are made by the Building Trades Council with bodies representing the builders. The building-trades agreements generally provide for the prevention or arbitration of disputes between employers and employees. The more important parts of an agreement between the joint conference board of the Building Construction Employers' Association and the Chicago Building Trades Council for three years from April 1, 1923, follow:¹

ARTICLE 2. Both parties hereby agree that there shall be no strikes, lookouts, or stoppage of work, and that they will by all lawful means compel their members to comply with the arbitration agreement and working rules as jointly agreed upon and adopted, and that where a member or members affiliated with either of the two parties to this agreement refuse to do so they shall be suspended from membership in the association or union to which they belong.

ART. 3. Principles upon which this agreement is based:²

I. That there shall be no limitations as to the amount of work a man shall perform during his working-day.

II. That there shall be no restriction of the use of machinery, tools, or appliances.

III. That there shall be no restriction of the use of any raw or manufactured material, except prison made.

IV. That no person shall have the right to interfere with workmen during working hours.

V. That the use of apprentices shall not be prohibited.

VI. That the foreman shall be the agent of the employer.

VII. That workmen are at liberty to work for whomever they see fit, but that they shall demand and receive the wages agreed upon by the joint arbitration board in this trade under all circumstances.

VIII. The employers are at liberty to employ and discharge whomsoever they see fit.

ART. 4. Both parties * * * will at their annual election * * * elect an arbitration committee to serve for one year.

ART. 5. The arbitration committee * * * shall consist of — members, who shall, within 30 days after the * * * signing of this agreement, meet and form a joint arbitration board, elect a president, secretary, treasurer, and umpire, and thereafter the said arbitration committee shall meet not later than the third Monday of January in each year in joint session, when they shall organize a joint arbitration board for the ensuing year.

ART. 6. No person who is not engaged in the trade covered by this agreement, or holds a public office, either elective or appointive, under the municipal, county,

¹ Much of this agreement is incorporated into the individual agreements of the different building trades of Chicago.

² These principles appear in the individual agreements of many building trades unions.

State, or National Government, shall be eligible to act as a representative on this trade joint arbitration board; and any member shall become disqualified to act as a member of this trade joint arbitration board and cease to be a member thereof immediately upon his election or appointment to any public office or employment.

ART. 7. An umpire shall be selected who is in no wise affiliated with this trade or who is occupying an elective public office. In the event of any umpire * * * being unable to serve, any unsettled dispute within the jurisdiction of this agreement shall be settled by the joint conference board * * * and its decision shall be final and binding upon all parties to this agreement.

ART. 8. Both parties * * * agree to recognize and abide by the decisions of the joint conference board created under the terms of the joint agreement between the Building Construction Employers' Association of Chicago and the Chicago Building Trades Council * * *. Should a dispute arise between either party to this agreement and any other body of employers or employees and the parties in controversy are unable to adjust same, said dispute will at once be taken up and decided by the joint conference board, subject to appeal on all jurisdictional matters to the national board for jurisdictional awards, whose decisions and rules shall be final and binding upon all parties to this agreement.

ART. 9. The joint arbitration board shall have full power to enforce this agreement * * * and to make and enforce all lawful working rules governing both parties. No strikes or lockouts shall be resorted to * * * pending the decision of the joint arbitration board or the joint conference board or of the national board for jurisdictional awards.

ART. 11. When a dispute or grievance arises between a journeyman and his employer * * * the question at issue shall be submitted in writing to the presidents of the two organizations, and upon their failure to meet within 48 hours and agree and settle it, or, if one party to the dispute is dissatisfied with their decision, it shall then be submitted to the joint arbitration board which shall hear the evidence and decide in accordance therewith. All verdicts shall be decided by majority vote, by secret ballot, be rendered in writing, and be final and binding upon all parties. If the joint arbitration board is unable to agree, the umpire shall be requested to sit with them, and after he has heard the evidence shall cast the deciding vote.

ART. 14. No member or members affiliated with the party of the second part shall leave his work because nonunion men in some other line of work or trade are employed on the building or job or * * * on any other building or job.³

ART. 17. The abandonment of work by the members of the party of the second part, either separately or collectively, by concerted or separate action, on any building or buildings being constructed by or for any member of the party of the first part will be considered a breach of this agreement, unless the party of the second part, upon demand, furnishes within 24 hours an equal number of competent men for such work.

ART. 18. If after 48 hours' notice to the party of the second part they are unable to furnish to all members of parties of the first part a required number of mechanics, then the party of the first part shall be entitled to procure and employ the men required. Such men shall be affiliated with the international unions associated with parties of the second part.

ART. 19. The foreman, if any, shall be selected by and be the agent of the employer, subject to the terms of this agreement and its working rules and decisions of the joint arbitration board.

ART. 22. Holidays. * * * No work shall be done on these days except to protect life and property.

ART. 25. There shall be no overtime work except of an emergency nature to preserve life or property.

ART. 26. Nothing in this agreement shall be construed to interfere with the rights of the officials of the unions from stopping work for the purpose of collecting wages due the members until such time as payment is made or, in case of dispute as to the amount of wages due, until the matter has been referred to the joint arbitration board for adjustment.

The agreements of local unions in the building trades show uniformity in many directions. In general, they are made for one year;

³The penalty for violation of this agreement is \$25 in case of employees and \$50 to \$200 in case of employers. If not paid by the offender, it is to be paid by the association to which he belongs.

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

ASBESTOS WORKERS

The International Association of Heat and Frost Insulators and Asbestos Workers is composed of persons engaged in the application, installation, and erection of heat or frost insulation and the handling or distributing of insulating materials. One general form of agreement, varying only in details, is in use by all the locals. The area covered by an agreement includes the city where made and extends from 25 to 75 miles from the city hall in every direction.

Generally but one improver, who receives two-thirds a mechanic's pay, is allowed for each mechanic employed, and he is allowed to work only in company with a mechanic. Improvers serve four years before being allowed to take a mechanic's examination.

When work is allowed to be done on Labor Day, triple pay is required.

Employers agree not to sublet any work. No member of a firm or officer of a corporation is to do the work of a workman, and no member of the union is to contract or estimate on work or to act in any trade capacity other than that of workman. Mechanics in charge of out-of-town operations, where board is paid, are to complete the same before quitting their employer.

Ordinary disputes may be settled by a disinterested umpire. Local strikes and lockouts are forbidden; general strikes and lockouts are permitted only when ordered by a building trades council or the national union or an employers' association.

The provisions of Local No. 26, Rochester, N. Y., relative to arbitration are as follows:

15. During the term of this agreement the questions relating to its interpretation or its violation shall be submitted to and determined by conciliation and arbitration, it being understood, however, that the plain provisions of this agreement shall remain fixed during the term of this agreement. In the event of differences between the parties all work shall continue without interruption

pending proceedings for conciliation and under the conditions prevailing at the time when the differences may arise. In the event that one of the parties claims the other is violating this agreement or is acting contrary to its provisions, or ought for any reason to change its conduct in any particular, such claim shall be reduced to writing and served upon the other, and two representatives of each party shall meet at the Builders' Exchange, 25 Main Street East, at 8 o'clock in the evening of the day following the service of the claim for the purpose of conciliation.

If the differences shall not have been adjusted by conciliation within 48 hours, then on the fourth day after the claim shall have been served, at the same hour and place, three representatives of each of the parties shall meet for the purpose of arbitration. Each party shall have the privilege to challenge one of such representatives of the other side, and the two remaining on each side shall constitute the four arbitrators.

The four so selected shall choose a fifth person to act as chairman of the board of arbitration.

Such board of arbitration shall hold daily sessions until the matter submitted to it shall have been decided. All questions shall be determined by a majority vote of the five arbitrators.

Pending the proceedings herein provided for, neither party shall permit any walkout, strike, or lockout. A decision reached by conciliation or arbitration shall be forthwith reduced to writing and a copy thereof served upon each of the parties hereto and shall be binding upon both sides.

BRICKLAYERS

The Bricklayers, Masons, and Plasterers' International Union of America includes marble setters and ceramic, mosaic, and encaustic tile layers in addition to the workers mentioned in the title of the union. Marble mosaic unions are generally independent of the bricklayers' union, as are likewise a few unions of tuck pointers.

In addition to the agreements made locally the national organization makes national agreements with individual employers and certain national associations. A general national agreement is made with contractors holding building contracts in several cities. It is supplemental to the local agreements and has not varied in form for several years. It is as follows:

We, the firm of ----- agree to work the hours, pay the wages, and abide by the rules and regulations established or agreed upon by the Bricklayers, Masons and Plasterers' International Union of the locality in which any work of our company is being done. In employing bricklayers, masons, plasterers, tile layers, and marble masons preference shall be given to members of the Bricklayers, Masons, and Plasterers' International Union.

No change to be made in the hours and wages in any locality that would entail a financial loss to us without our being consulted upon the proposed change and agreeing to it.

In consideration of the foregoing the Bricklayers, Masons, and Plasterers' International Union agrees that no stoppage of work or any strike of its members, either collectively or individually, shall be entered into pending any dispute being investigated and all peaceable means taken to bring about a settlement.

The agreement between the national organization of bricklayers and the Tile and Mantel Contractors' Association of America, operative for five years from April 1, 1923, relates to the setting of tile in buildings and does not cover warehouses, yards, or manufacturing establishments. It provides that there shall be no restriction on the amount of work an employee may do, that the superintendent or foreman is to be the agent of the employer, that the employer may employ and discharge workmen at will, and that eight hours shall constitute a day's work, with overtime at time and one-half and double time for Sundays and holidays. The articles relative to apprentices and to differences are as follows:

ARTICLE IX

In order to provide sufficient skilled mechanics for the natural increase of the tile trade, it is agreed by both signatories to this agreement that an apprenticeship system be established of such scope as will meet the requirements both as to the number and efficiency of its workmen.

To insure the required number of mechanics, it is agreed that each employer employing 1 or more journeymen shall employ 1 apprentice, and that when an average of 5 mechanics are employed throughout the year * * * he shall be entitled to 2 apprentices, with the maximum of 3 apprentices * * * [if employing 10 or more mechanics throughout the year.

It is further agreed that in order to promote the institution and execution of an apprenticeship system guaranteeing thorough training, the following rules and regulations be adopted and made part of this agreement, and both parties hereto bind themselves to carry them into effect:

General rules and regulations governing the employment, training, and instruction of apprentices

1. Applicants for apprenticeship must be at least 16 years of age and must be duly indentured. Application for apprenticeship shall be approved by the local joint arbitration board.

2. Apprentices shall serve a term of three years of continuous employment, including school instruction if provided. The first three months of the apprenticeship term shall be recognized as a probationary period; during this period the apprenticeship indenture may be annulled by either party thereto.

3. (a) All apprenticeship terms shall wherever possible include technical school instruction of a minimum period of one month per year for the first two years of the apprenticeship * * *.

(b) Graduates of fully accredited schools recognized by the * * * association and the * * * union, * * * giving a three months' course of instruction and technical training, shall receive six months' credit for such schooling.

(c) Applicants for apprenticeship who have served some time in connection with the tile trade shall receive such credit as the joint arbitration board in any locality may determine.

4. Apprentices shall be given a thorough training in all work pertaining to the preparing for and settling [sic] of all work.

5. The rate of wages shall be as follows: First year, 40 per cent of the mechanic's wages; second year, 60 per cent of the mechanic's wages; third year, 75 per cent of the mechanic's wages.

6. Supervision of apprentices and the enforcement of a faithful performance of the apprenticeship agreement by both parties hereto shall be as follows:

(a) In States having laws pertaining to apprentices, by the laws of the State.

(b) In cities not located in States having laws pertaining to apprentices, by the joint arbitration board of the local tile contractors and the local union.

7. All indentures must be executed in quadruplicate, one copy delivered to the apprentice, one retained by the employer, the third to be filed with the party of the first part, and the fourth to the party of the second part to this agreement.

8. Apprentices upon completion of their term, shall be furnished with a suitable certificate upon application for same, to be issued by the * * * association and the * * * union, accompanied with recommendations and certifications of qualifications by the supervising boards.

ARTICLE XIV

SECTION 1. * * * All questions or differences * * * which can not be settled locally * * * shall be referred to the executive officers of the two organizations for immediate settlement, but if * * * changes of any kind whatsoever are desired in the changeable parts of it, written notice stating definitely the change desired must be given * * *. If the matter can not be adjusted previously by correspondence between the executive officers * * * then the said officers shall meet in a joint session * * * and then and there reach an equitable agreement. If such an agreement seems impossible between the two parties within a reasonable time, then the matter shall be settled by arbitration, and such settlement shall stand as the final verdict, pending which, no strike, lockout, or stoppage of work, individually or collectively, shall be permitted.

SEC. 2. * * * Six months prior to the expiration of this agreement [both parties] shall meet in joint session for the purpose of formulating a new agreement, pending which being accomplished this agreement shall remain in full force and effect.

The agreement between the national organization of bricklayers and the National Association of Marble Dealers, effective January 1, 1924, is a little shorter than the preceding. It relates to interior marble setting. Some of the articles are as follows:

ARTICLE III. The party of the second part agrees * * * to do * * * work * * * without restriction (excepting only such as has been manufactured in a penal institution and is known as "prison made"), and it is agreed if they shall fail to furnish a sufficient force when notified to do so, that the mechanics furnished will work in harmony with such other mechanics working under similar conditions as are obtainable.

ART. IV. * * * There shall be no limitation as to the amount of work an employee shall perform during his working-day or as to the use of machinery or tools.

ART. V. * * * No person shall have the right to interfere with or talk to a workman, except the duly accredited representatives of both parties hereto, during working hours. The superintendent shall be the agent of the employer and when a superintendent is not employed on a building, and the work is in charge of a working foreman, then said foreman is also the agent of the employer. The agent of the party of the second part shall be any accredited representative thereof.

ART. VI. * * * The employing of workmen shall be done by the employer or superintendent unless they order the foreman to do so.

ART. VII. * * * All workmen are at liberty to work for whomsoever they choose, and all employers are at liberty to employ and discharge whomsoever they choose.

ART. VIII. * * * The employer on any job shall determine the number of helpers to be employed.

ART. IX. * * * Eight hours shall constitute a day's work; any time worked after the regular eight hours (except Sundays and holidays) shall be regular overtime, and the workmen shall be paid for it at a rate of double time, and it shall be designated as "emergency time," except in localities where mutually agreed otherwise.

ART. XII. It is agreed by the party of the first part that a minimum wage scale of \$1.12½ per hour shall be paid everywhere in the United States and Dominion of Canada for all work covered by this agreement; provided that in order to meet local conditions the local organizations of the party of the second part, or local members or representatives of the party of the first part, may submit requests for changes in the wage scale to be effective on January 1 or July 1 of each year, not less than 30 days prior to one or the other of the dates mentioned above; but such local scale when established in any locality shall remain in effect for at least one year from the date when it becomes effective. The party of the first part agrees that requests for changes in the wage scale emanating from the local organizations of the party of the second part * * * shall receive prompt consideration in conference with the duly accredited representatives of the local organizations of the party of the second part, in each case, and an agreement reached, if possible; * * * if an agreement on any local wage scale can not be reached by negotiation as herein provided, the matter shall be settled by arbitration, and the result of the arbitration shall be binding upon both parties to this agreement and upon all of their members; pending the result of any conference or arbitration provided for herein no strike, lockout, or stoppage of work, individually or collectively, shall be permitted.

ART. XIII. * * * All questions or differences arising between the parties to this agreement not covered by the preceding article and not affecting the agreement itself which can not be settled locally by the agents of both parties hereto shall be referred to the executive officers of the two organizations for settlement immediately. If the matter can not be adjusted previously by correspondence between the executive officers of the respective parties hereto, then the said officers shall meet in joint session at some location to be mutually decided upon on any agreed date, not more than 30 days after the matter has been referred to them, and then and there reach an equitable agreement. If such an agreement seems impossible between the two parties within a reasonable time, then

the matter shall be decided by arbitration, and such settlement shall stand as the final verdict; pending such verdict no strike, lockout, or stoppage of work, individually or collectively, shall be permitted.

ART. XVI. It shall not be considered a violation of this agreement to withdraw members of the party of the second part from any operation in protection of its direct interests.

The local unions are variously organized. In the smaller places they include workers in all branches of the trade. In the larger cities each branch is often separately organized.

The agreements generally are for one year and follow the lines shown in the three national agreements heretofore given, with, of course, the modifications and changes demanded by local conditions. Many of the local agreements are practically copies of the national agreement.

The agreement between the Mason Builders' Association and certain bricklayers' unions,⁴ of Greater New York and Long Island, for 1924-25 provides that the association is to obtain its help from the union. It further provides that—

ARTICLE IX. * * * Any member of these unions upon showing his card of membership shall be permitted upon any job when seeking employment. The shop steward or business agent shall determine who are members of these unions. It shall not be the duty of the foreman to ask any man to what union he belongs. If the shop steward be discharged for inspecting the cards of the bricklayers on the job or calling the attention of the foreman to any violation of the agreement, he shall be at once reinstated until the matter is brought before the joint arbitration committee for settlement.

The representative of the builder in direct charge of bricklayers must be a member of the Bricklayers, Masons, and Plasterers' International Union. If charges are preferred against this man, his employer shall be notified at once in writing what the charges are. If the charges are sustained at the trial, the penalty shall not be enforced for two weeks, and the employer shall have the right to have the matter discussed by the joint arbitration committee after the New York executive committee of the bricklayers' unions has rendered its decision.

ART. X. Any member of a union, party to this agreement, who is an employer, or who may become an employer, must deposit his card of membership in said union, and his membership shall cease, excepting his mortuary benefit therein.

ART. XI. 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 rate only. If a bricklayer works half an hour or less, he shall be paid for half an hour.

ART. XII. If a building be abandoned for any cause, on which wages—and wages only—of any member of these unions are unpaid, the bricklayers shall reserve the right to refuse to work thereon until these wages are paid.

The following provisions are taken from the agreement of Local No. 2 with the Builders' Association of Niagara Falls, N. Y., April 1, 1923:

ARTICLE V. (a) The Bricklayers and Masons' Union No. 2 agrees that none of its members shall be allowed to contract or subcontract any work unless said member takes a withdrawal card from the union.

(b) Said card shall not be recognized for redeposit for a period of six months from date of issue.

(c) The secretary of the union shall notify the secretary of the Builders' Association of all such withdrawals and redeposits of union cards for such purposes.

ART. XV. When a contractor or firm of contractors hires a foreman to lay out and generally superintend the erection of brick or stone work, such foreman shall be a practical bricklayer or stonemason and shall be a member of the Bricklayers, Masons, and Plasterers' International Union of America, and only the two

⁴Unions Nos. 1, 9, 34, 37, and 41.

first-named members of any firm shall have the right to act as a foreman of any brick or stone work; such names to be submitted to the committee at the time of signing the agreement.

ART. XVI. There shall be a permanent board of arbitration appointed, three members from each party to this contract, to be designated in writing. The persons so appointed may be changed at any time by a new designation in writing. The six so appointed shall at once choose a seventh person to act as umpire in case of their disagreement, designating him in writing, and they may change the umpire, or appoint a new one, for special cases at any time by a like writing. In case of a disagreement between the six arbitrators the decision of the umpire shall be final. All designations made under this article, and all decisions of such arbitration, shall be filed with the secretary of the local union. The duties of the arbitration board so composed shall be to settle all disputes resulting from the enforcement or violation of this agreement. If, during the term of this agreement, this arbitration board shall decide that abnormal conditions necessitate a change in any of its clauses, this board, after due consideration, shall be empowered to adjust them.

CARPENTERS

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

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

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

The agreements are generally short. Most of those in the building trades follow closely principles already given. Those in the other trades contain some variations. The wages of millmen, however, generally run lower than the wages of building carpenters and they occasionally work 9 hours a day. Foremen are generally required to be members of the union. When work is carried on with two or more shifts, the second and third generally receive 8 hours' pay for 7 hours' work. Piecework is forbidden. Several agreements require employes to be protected under the provisions of the workmen's compensation laws of the State where they are working.

Apprentices must be between 17 and 22 years of age at the time of apprenticeship. Generally each shop is allowed 1 apprentice, and another for each 5 to 10 journeymen employed. Their term of service is 4 years. Their wages vary from one-fourth to two-thirds that of journeymen. They must be members of the union or, at least, registered with it. A complete statement of apprenticeship is given in the agreement between Local No. 31, of Trenton, N. J., and the Master Builders' Exchange, effective May 1, 1924. The following extracts are taken from section 9 of the agreement:

One apprentice may be registered to all bona fide contractors. In no case shall an apprentice be started until the consent of the board of arbitration has been obtained. He shall be taken on trial for three months, and if satisfactory the board of arbitration shall be notified and the boy credited with the time he has served. He shall then be indentured to the contractor for four years, starting from beginning of trial, and a copy of indenture to be given the contractor, to Local Union No. 31, and to the boy's parents. He shall then be registered in Local Union No. 31. The boy must be between 17 and 22 years of age when starting his apprenticeship. * * * The employer shall furnish work for the apprentice 52 weeks per year, and in case the apprentice does not report for work the employer is not obligated to pay him for that day. The employer shall furnish all necessary tools for the apprentice. * * * The apprentice must take a two-year course in the night school in the School of Industrial Arts, half of the cost of his tuition to be borne by Local Union No. 31 and half by his employer, and on his entrance into the School of Industrial Arts the local union shall see that he attends same.

Section 7 of Article XI of the agreement between the district council of Pittsburgh and the Master Builders' Association of Allegheny County, dated April 12, 1924, reads in part as follows:

All apprentices shall be required to attend whatever trade school the joint arbitration board shall make arrangements for them to attend. They shall be given credit for the length of time that they spend in the school the same as though they were actually working on the job.

The following extracts from agreements of various locals are of interest:

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

That 60 per cent of the carpenters employed on buildings or working in shops must be affiliated with the Albany District Council. No member or members of the union shall lump or subcontract work. (Agreement of District Council, Albany, N. Y., May 1, 1924, art. 4, (f) and (g).)

No members of the parties of the first part shall sublet, piece or lump out their carpenter work except to a contractor working under this agreement. Neither shall any journeyman, who is a member of the party of the second part, be permitted to take piece or lump work in any shape or manner, or work for any owner or contractor who does piece or lump work, whether he be a member of the party of the first part or not. Contracting firms having two or more members, only two of them shall use tools. (Agreement of Local No. 183, Peoria, Ill., effective April 1, 1924, art. 9.)

No contractor or employer shall * * * require his men to work on any unfair job.

No contractor or employer shall * * * require his carpenters to perform the work belonging to any other organized trade. (Agreement of Local No. 66, Jamestown, N. Y., May 1, 1923, arts. IX and X.)

All carpenters doing carpenter work for individuals shall charge the same rate as the master carpenters, and under no circumstances shall work be done after working hours. All members of the different locals shall use their influence to have such work turned over to members of the master carpenters.

No carpenter will be allowed to loan his tools to a disinterested party, such as plumbers, painters, tanners, plasterers, bricklayers, electricians, laborers, or any craftsman not directly connected with the carpenter work. Should he be found doing so the contractor shall have the right to dock same one hour's time. (Agreement of District Council, Wilkes-Barre and vicinity, May 1, 1924, (8) and (9).)

No lawyer is to act as arbitrator, council [counsel] or advisor at any proceedings held under this plan, but it is further provided that a judge may act as arbitrator.

It is also further mutually agreed that the plain provisions of this agreement, the agreed wage scale, the hours of work, and the employment of union carpenters shall remain fixed and shall not be a matter of arbitration during the life of this agreement. (Arbitration plan of District Council, Syracuse, N. Y., and Syracuse Builders' Exchange, for 1923, (I-G) and (I-I).)

ELECTRICAL WORKERS

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

Telegraph and moving-picture operators and mechanical operators in transportation are each grouped into unions by themselves. Most of the rest are found in locals affiliated with the Brotherhood of Electrical Workers. The telephone operators form a separate department in the brotherhood.

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

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

Very few local agreements are made for a longer period of time than one year. The agreements recognize a closed shop, the 44-hour week, and the payment of double time for overtime except on Saturday afternoon in the case of one man per shop who is there to attend to emergency calls only. Linemen occasionally work eight hours on Saturday. Rubber boots, coats, hats, and gloves are furnished by the employer where required.

The distinctions between helpers and apprentices and their respective duties are shown in the following extracts:

The workmen covered by this agreement are divided into three classes: (a) Journeymen; (b) helpers; and (c) apprentices registered with the union.

The employer shall be entitled to 1 apprentice and an additional apprentice for every 10 union men, journeymen, and helpers he has on an average employed weekly.

Apprentices shall be registered to the employer on request in writing to the union, and the request in writing shall specify the number of journeymen and helpers in his employ. The employer shall notify the union as soon as he has laid off an apprentice or if an apprentice leaves his employ or becomes a helper. Unemployed registered apprentices shall be assigned to an employer in preference to a new applicant. If the employer fails to comply with the above, the union reserves the right to refuse to register another apprentice to said employer.

The employer shall be entitled to a number of helpers equal to the number of journeymen employed by him, it being understood that no more helpers than journeymen shall be allowed regularly on any one job. This does not require a helper to lay off during the temporary absence of the journeyman with whom he is working. (Agreement of Local No. 3, New York City, January 4, 1924, secs. 7-10.)

A helper as herein mentioned is one who has been registered with Local No. 69 i International Brotherhood of Electrical Workers, at least one year, during which time he must have been 75 per cent of the time employed.

An apprentice under this agreement is one who has not served one year at the electrical work. It is necessary that he be registered with Local Union No. 696, International Brotherhood of Electrical Workers, but he shall not become a member until he has been registered at least one year. He shall be issued an apprentice card on the payment of \$1, card to be good for six months. He shall pay the sum of \$1 each succeeding six months after issuance of said card; all money so paid to apply on initiation fee when he shall become a helper at the end of the two years' period.

(a) A helper will be permitted to work alone for a period not exceeding 3 hours providing no journeyman is available.

There shall at no time be more than one helper to each journeyman.

Each shop shall have not more than one apprentice to each four journeymen and not more than three apprentices, irrespective of the number of journeymen. (Agreement of Local No. 696, Albany, N. Y., May 1, 1924, arts. 7-10.)

Any shop employing one journeyman steadily will be entitled to one helper, and for the next three additional journeymen one extra helper, or an apprentice providing helper is first employed, and thereafter for every three journeymen, including the seventh journeyman, one helper, and thereafter one helper to two journeymen; but in no case will any shop be entitled to more than one apprentice. No contractor member of firm to be considered a journeyman, as referred to in this article. No apprentice shall be allowed to work for a contractor, party of the first part, until registered by Local Union No. 43, and shall not in any case be given any priority over the helper.

Apprentices shall be registered to employer, on request in writing to the union and the request in writing shall specify the number of journeymen and helpers in his employ. The employer shall notify the union as soon as he has laid off an apprentice, leaves his employ or becomes a helper. Unemployed registered apprentices shall be assigned to an employer in preference to new applicant. If the employer fails to comply with the above, the union reserves the right

to refuse to register another apprentice to said employer, it being understood that no more helpers than journeymen shall be allowed regularly on any one job. (Agreement of Local No. 43, Syracuse, N. Y., June 18, 1924, arts. 11, 12.)

Each helper shall attend a night school for electrical instructions and shall attend on an average of not less than 5 hours per week during school period. (Agreement of Local No. 481, Indianapolis, April 1, 1924, art. 13.)

The pay of helpers and apprentices varies from one-fourth to two-thirds that of a journeyman.

Strikes and lockouts are forbidden except such as are called by building-trades officials or the officers of the national organization. No one while a member of the union is to contract to do electrical work on his own account. Only one member of a firm or corporation is allowed to work as a journeyman and he is required to carry a card showing that he is a working member of the firm.

The following extracts from various agreements are of interest:

All men sent out of the city on a job shall be allowed transportation, traveling time, sleeper and board by the party of the first part. No traveling to be done on Saturday afternoons or Sundays unless first ordered by the party of the first part, in which case double time shall then be paid. No pay to be allowed for traveling at night except in emergency, breakdown, or repair calls, in which case double time shall be paid. Time of traveling to be designated by the party of the first part. (Agreement of Local No. 309, East St. Louis, Ill., July 15, 1924, sec. 10.)

The official union label of the International Brotherhood of Electrical Workers shall be placed on the inside (and outside, if convenient) of all buildings where the electrical work is being done by the members of this local union. It is desirable to have the contractor also place a placard wherever permissible.

Upon violation of this agreement by either party said agreement shall become null and void, and no new agreement shall be signed by either party unless the offending party shall file bonds to the extent of \$100.

Upon second violation the bond shall become forfeited to the offended party.

All differences arising between the parties to this agreement are to be settled by a board of arbitration, consisting of two electrical contractors who have signed this agreement and who employ at least two journeymen of this local union continuously, they to be selected by the contractor with whom the difference exists, and two journeymen of this local union. (Agreement of Local No. 52, Essex County, N.J., April, 1923, secs. 8, 13, and 14.)

This agreement is to take effect March 1, 1924, and shall continue in force until March 1, 1925, and shall be considered renewed from year to year thereafter under the same terms and conditions as herein stated unless one party notifies the other party in writing on or before October 1, five months prior to the termination of this agreement, specifying the changes desired, or five months prior to the termination of the year for which this agreement is continued, renewed, or extended, of their intention to terminate this agreement, and if any change in the terms of the agreement is contemplated by either party they must notify the other party of its intention to make change at least five months prior to the expiration of this agreement or any renewal or extension thereof. (Agreement of Local No. 26, Washington, February 21, 1924, Art. II, sec. 1.)

ELEVATOR CONSTRUCTORS

Elevator constructors assemble, erect, and equip escalators and elevators in buildings. A model agreement was drawn up September 10, 1923, by a joint committee representing the manufacturers and the

International Union of Elevator Constructors. It contains the usual regulations for a closed shop, a 44-hour week, double rates for overtime, and prohibition of strikes or lockouts except by authorization of the building trades council and the international union authorities. Some of the other provisions are as follows:

Second. The rate of wage to be paid * * * shall be based on terms of international agreement covering the elevator industry throughout the United States as follows:

* * * The average wage rate of the five highest of the following seven principal building trades—bricklayers, plasterers, carpenters, electricians, sheet-metal workers, plumbers and steam fitters, and iron workers—be accepted as the wage rate for the elevator constructor mechanics; the wage rate for helpers to be 70 per cent of the mechanic's rate.

* * * No change in wage rate shall be made more often than six months. Thirty days' notice in writing shall be given by either party of a desire of such change, and such written notice shall constitute cause for a meeting of both parties.

Fourth. When it is necessary to work more than one shift on contract work requiring three days or more, workmen shall be paid at the rate of time and one-half for the first eight hours of the extra shift and double time for all additional time.

Eighth. * * * The total number of helpers employed shall not exceed the number of mechanics, except that the party of the first part may use as many helpers as best suits his convenience under the direction of a mechanic in wrecking old plants, hoisting material, putting on cables, and on foundation work.

Ninth. Traveling time and expenses: * * * When members * * * are sent outside of the jurisdictional radius covered in this agreement, they will be paid straight-time rates for traveling time during regular working hours. If the trip extends beyond regular working hours, single time will be allowed for the actual traveling time up to five hours.

Tenth. * * * There shall be no restriction placed on the character of work which a helper may perform under the direction of a mechanic.

Eleventh. * * * The party of the first part may hoist or lower their material with the aid or use of derricks employed on the building, and this work shall be done under the direction of the party of the second part.

Twelfth. Scarcity of help: * * * In the event of their being unable to supply sufficient mechanics and helpers to meet the requirements of the party of the first part, the party of the first part may employ mechanics or helpers not members of the party of the second part, and the party of the second part will issue permits to such mechanics or helpers, these permits to be renewed from week to week. * * * These mechanics and helpers may apply for admission to the organization of the party of the second part and may be elected to membership therein if they meet the requirements of the organization.

Thirteenth. * * * The party of the first part is entitled to one apprentice and one additional apprentice for each eight mechanics on the pay roll of the party of the first part. Such apprentices shall not be under 18 years of age at the beginning of their apprenticeship.

Sixteenth. In the event of any dispute arising * * * which can not otherwise be settled, the matter shall be submitted to arbitration, each party selecting two members and these four to select the fifth, and the parties hereto * * * to accept the decision of such arbitration board.

Both parties further agree to submit differences that can not be settled locally to a national arbitration committee, which * * * shall have power to enforce its decision by right of mutual consent for the protection of the public and the entire elevator industry; and * * * pending their decision there shall be no stoppage of work.

The national arbitration committee * * * shall consist of an equal number of representatives of the International Union of Elevator Constructors and representatives of the Elevator Manufacturers' Association and shall be formed annually * * *; and its decision shall be final and binding upon each party of this agreement.

In general the local agreements follow the model.

In some cities the union has jurisdiction over elevator operators. The wages of these workers often vary with the height of the building

in which they work. The two-year agreement between Local No. 66 and the Building Managers' Association of Chicago, November 1, 1923, provides for a working-day of 8½ hours, with overtime at the regular rate up to 10 hours and time and a half thereafter and on Sundays and holidays (except in the case of regular all-night operators); equal rates of pay for male and female employees; provision of uniforms, where required, by employers. Elevator starters receive \$10 per month more than operators.

ENGINEERS, STEAM AND OPERATING

The International Union of Steam and Operating Engineers includes engineers operating steam rollers, boilers, or heating plants in buildings, "dinkey" locomotives, pumps, concrete mixers, stone crushers, steam shovels, cable ways, pile drivers, and hoisting and portable engines of all classes used in connection with building operations, whether operated by steam, electricity, air, or gas. The hoisting and portable engineers are connected with the building trades. Engineers on railroads and steamboats form unions by themselves. In breweries engineers and firemen often form a joint local affiliated with the brewery workmen's union.

The agreements provide for reasonable protection against falling materials and the weather. The rule is a 48-hour week in breweries and buildings and a 44-hour week in the building trades. Where three shifts are employed, the custom is to work each shift 8 hours daily, including the lunch period, but with only 4 hours on Saturday. On building work double rate is always paid for all overtime. Local No. 506, Philadelphia, in an agreement effective May 1, 1923, provides (Art. III, sec. 1) that "Engineers and firemen employed on straight time shall be paid for all holidays."

The agreement of Local No. 11, Syracuse, N. Y., dated April 1, 1924, states (art. 9) that engineers are entitled to one week's vacation during the summer months, with pay, "with employer's consent."

The following provisions are taken from the agreement of Local No. 103, Indianapolis, April 11, 1924 (Art. IX, secs. 1-4):

When an engineer is employed to operate a mixer for paving (not building construction) he may be employed by the month.

An engineer may be employed to operate a steam shovel by the month * * *. An engineer employed by the month must receive a full month's pay, but if employment is changed to other than by the month the conditions provided in hoisting engineers' agreement for employment in building construction shall prevail.

The working-days in a month for an operator employed by the month to constitute a calendar month * * * except that boilers may be washed and repairing of machine shall be done on Sundays. No work shall be done on Labor Day except in case where it is necessary to save life or property. Saturday afternoon shall be considered a half holiday.

The working-days for an operator employed by the month shall be 10 hours or less, which shall be between the hours of 7 a. m. and 6 p. m.

FIREMEN AND OILERS

The International Brotherhood of Stationary Firemen and Oilers is composed of oilers, water tenders, boiler washers, ash handlers, coal passers, and boiler, retort, and stoker firemen and helpers. Their agreements are usually made with individual employers. The following extracts are taken from the agreement made by Local No. 32, Detroit, April 1, 1924:

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

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

ART. IX. It is further mutually agreed that in case of grievance or difference between the employer and employees, the difficulty in question shall be laid before an arbitration committee consisting of five men, two of whom shall be appointed by the employer, and one of the two so appointed shall not be in any way interested in that particular industry; two shall be appointed by Local Union No. 32, International Brotherhood of Stationary Firemen, and one of the two appointed shall not be a member of national or international union the members of which are employees of that particular industry; the fifth man shall be elected by the four men appointed as above and shall not be in any way interested in the industry or be a member of any labor organization, or, as the case may, by mutual consent, be submitted to the State board of consultation [sic] and arbitration, and both employer and employees shall abide by the decision of said committee of said board of consultation and arbitration.

HOD CARRIERS

The International Hod Carriers, Building and Common Laborers' Union of America is composed of persons doing laborers' work in yards, quarries, factories, mills, building operations, constructing streets, sewers, and tunnels, laying water, gas, and electric mains, tending carpenters, bricklayers, and plasterers, making mortar, and building scaffolds. As a rule a union includes members working at all branches of the trade, although in the larger cities there are a few specialized unions. A few extracts from agreements follow:

When three 8-hour shifts are employed, one-half hour for lunch shall be allowed each man in every shift, with pay; but where possible the men shall lunch alternately to permit the work to proceed continuously.

All digging depth below 15 feet of level of surface of ground, rate of pay shall be increased 5 cents per hour every additional 10 feet. (Agreement of Cement Workers' Local No. 100, East St. Louis, Ill., April 1, 1924, Art. II, secs. 15 and 28.)

All work shall proceed pending a settlement of dispute, but a sympathetic strike called by the Building Trades Council, or the district council of the International Hod Carriers, Building and Common Laborers' Union of America, when it is necessary to protect union principles, shall in no way be considered a violation of this agreement. (Idem, Art. III.)

All men tending masons to begin work previous to the hour of starting in order to have material on the boards or scaffold by starting time shall be left to option of contractor. Laborers shall receive time and one-half for overtime and Saturday afternoons, except when working with bricklayers who are working overtime; then double time shall be paid. * * * Men beginning 10 minutes before starting hour to quit 10 minutes before quitting time. (Agreement of Local No. 177, Des Moines, 1924, Art. III.)

Time and one-half shall be paid for the first two hours overtime after the regular quitting time on Mondays, Tuesdays, Wednesdays, Thursdays, and Fridays. All other overtime shall be paid for at the rate of double time. When members are compelled to work more than two hours overtime, they shall be allowed one-half hour for lunch with pay. If men are working after 12 o'clock midnight, the employer shall furnish lunch with pay. Where possible the men shall arrange to lunch alternately to permit the work to proceed continuously. (Agreement of Locals Nos. 22, 53, 162, and 284, St. Louis, Mo., effective March 1, 1923, Art. XI, sec. G.)

LATHERS

The membership of Wood, Wire, and Metal Lathers' International Union includes workers engaged in putting laths or plaster board into position for the application of plastic material. The following extracts are taken from the agreement of Local No. 74, Chicago, in effect July 23, 1923, articles 4, 9, 18, and 26:

ARTICLE 4. It is conceded by both parties to this agreement that 100 yards of wood lathing on ordinary work is a fair day's work. It is also conceded by both parties to this agreement that special provisions should be made for those members of the party of the second part who are incapable from age or other causes so as to give them equal rights with all other members, and in accordance with the above the party of the first part concedes the right of the party of the second part to grant special privileges to the members of this class and to regulate the wages.

ART. 9. The party of the second part agrees to allow the use of common labor to distribute material from floor to floor, but no laborer to be allowed to use the tools pertaining to the craft of lathing. At no time shall this clause be construed to affect the right of the party of the second part to distribute their own material.

ART. 18. Any contractor who desires to work with the tools must show a contractor's card issued by Local 74 and conform to the working rules of the party of the second part.

ART. 26. It is agreed that 90 yards of plaster board is considered a fair day's work when nailed on wood or ordinary construction. Plaster board to be nailed to each joist, stud or bearing with approved large-headed nails not to exceed 6 inches apart.

PAINTERS

The members of the Brotherhood of Painters, Decorators, and Paperhangers of America apply (and remove) oil, paints, varnishes, stains, and the like to any material for preservative or decorative purposes, set glass, and hang paper. In small cities the various workers of the craft are grouped into single unions. In larger cities individual unions are found of sign painters, scenic painters, hard-wood finishers, wagon painters, ship painters, car painters, varnishers, gilders, paper hangers, glaziers and decorative and art glass workers, grouped together into district councils. As a rule the agreements are made with individual employers.

The 44-hour week is practically universal, but the Seattle, Boston, New York and vicinity, and the Sign Painters' Union No. 830, of Chicago, agreements call for a 40-hour week, Saturday being observed as a whole holiday. The following extracts from the agreement of District Council No. 9, New York, May, 1923, include the provisions found in most painters' agreements, other than those common to all building-trade agreements:

First. * * * On all out-of-town work done by an employer he shall employ members of District Council No. 9 to the extent of at least 50 per cent.

Fourth. Men employed by New York employers to do work out of town shall receive the wages and work the hours herein provided, but if the wages in the locality in which such work is done are higher than herein provided, the men shall receive such higher wage, and if the hours of labor prevailing in such locality are shorter than those herein provided, the men shall work such shorter hours. The higher wage and the shorter hours shall apply to all men on such jobs, whether such men come from the jurisdiction of District Council No. 9 or from the locality in which the work is performed.

Fifth. * * * When a man is directed by the employer to remain on an out-of-town job from the beginning of the same until its completion, the employer shall pay his board and lodging for seven days per week at a rate sufficient to insure decent accommodations under the prevailing living conditions in the locality.

Sixth. The rate of wages for apprentices shall in all cases be based upon journeymen's wages and shall be as follows: Thirty-five per cent of such wages during the first year of apprenticeship, 45 per cent during the second year, 55 per cent during the third year, 70 per cent during the fourth year. After the fourth year such apprentice shall be considered a full-fledged journeyman and shall receive full journeyman's wages.

Seventh. * * * Men having charge of five men or more shall receive one hour's pay in addition to their regular wages for each day's work.

Ninth. Only 1 apprentice shall be allowed for 10 full-fledged journeyman workers or less. No shop shall have more than 2 apprentices at any time. The conditions of employment of apprentices shall be regulated by the joint apprenticeship committee of the painting and decorating industry.

Eleventh. Stoppage of work on account of a sympathetic strike ordered by the union shall not be considered a violation of this agreement.

Twelfth. The employer shall carry adequate insurance under the workmen's compensation law to cover all men.

Thirteenth. The employer shall not sublet or subcontract to employees or other persons any work of painting, decorating, paper hanging, or other work done by members of the union.

Fourteenth. The employer shall provide adequate and secure lockers for the clothes and tools of the men and shall be responsible for loss or damage of the same. Such lockers shall be separated from the paint shop.

Fifteenth. The employer shall make adequate and proper provisions for the health and safety of the workers in connection with their work and as far as possible protect them from hazards and from the danger of lead poisoning or other vocational diseases, and particularly:

(a) Provide proper and modern safety devices to men employed on scaffold work. No man shall be discharged for refusing to work on a ladder or scaffolding which he considers unsafe.

(b) Furnish the men with clean and sanitary drop cloths or rags whenever the same are used in his work.

(c) Provide proper toilet and washing facilities on every job, and allow five (5) minutes' time for washing up.

(d) Furnish fresh drinking water to the men at least twice a day.

(e) Allow men working with flat paints in insufficiently ventilated rooms a reasonable interval for breathing fresh air between work in one room and another.

(f) No dry sandpapering of painted surfaces or trim shall be allowed.

(g) No paints and substitutes of turpentine proven by chemical analysis to contain benzol or other highly poisonous substances injurious to the health of the men shall be used.

(h) No spray painting machine of any make or construction shall be used for the painting of any building or structure.

Nearly all agreements prohibit work on Saturday afternoon and many prohibit overtime work, except in emergency, and then only on written permission of the executive board or district council or business agent. Local No. 156, Evansville, Ind., in its agreement effective April 1, 1924 (sec. 4), makes this provision:

Members must secure permits from the business agent, stating the number of men to work Saturday afternoon, and all members working shall pay 50 per cent of their wages earned on said Saturday afternoons into this local union's treasury.

Section 9 of the same agreement provides:

When four other building trades receive an increase of wages higher than Local Union No. 156, that the painters' scale shall automatically become increased to the minimum scale of the four trades receiving increase.

Extra wages are paid to those performing hazardous work.

Five cents per hour above the minimum rate of wages shall be paid for swing-stage work where stage is swung more than 50 feet or two stories above the base of operations.

Bridge and structural-iron painting shall be paid for at the same rate as paid to structural-iron workers; this applies to superstructure of new buildings not inclosed, such as open skeleton work and bridge work, but does not apply to

inside of buildings such as trusses, beams, and miscellaneous iron and steel work. (Agreement of District Council No. 6, Cleveland, March 1, 1923, extracts from Art. X.)

Any member * * * working on tanks, stacks, or above 60 feet—sidewalk level—shall be paid 50 cents per hour in addition to the regular rate of wages for the entire sign.

Working on stacks 100 feet or higher shall be paid for at the rate of double time.

Any member * * * working on electric signs erected either horizontal or vertical, whether it is new work or repaint, shall be paid 25 cents per hour in addition to the regular rate of wages. (Agreement of Sign, Scene, and Pictorial Painters' Union, Local No. 830, Chicago, April 1, 1924, secs. 6 and 7.)

The use of a brush over 4½ inches in width is generally prohibited in ordinary flat work.

Apprentices are generally required to be under 21 years of age, to be registered with the union, and to serve with some contractor for three years. Generally not more than one apprentice to five journeymen in a shop is allowed and the total number of apprentices is rarely allowed to exceed two or three.

Employers are required to keep a strictly union shop. Members are forbidden to work with nonunion men or for an employer who does not sign the agreement or comply with its provisions. A stoppage of work because of the presence of nonunion men is not considered a violation of the agreement, sympathetic strikes are permitted, and contractors are not allowed to become members of the union, nor are journeymen allowed to contract for work. Only one member of a firm is allowed to do journeymen's work, and must then observe union rules as to wages and hours.

The following provisions are found in the agreement of New York Sign Writers, Local No. 230, April 1, 1924, Articles III, IX, XIII, and XIV:

ARTICLE III, SECTION E. Sign painters and their assistants working on the road shall receive the daily wage scale adopted by the local union having jurisdiction over the locality from which they are traveling, and not less than \$4.50 per day hotel expenses, until they return to their home town; provided they must comply with the working rules and laws in the locality in which they work, and demand at all times the shorter workday and the higher wage scale.

ART. IX, SEC. A. No member * * * shall be directed or allowed to work on scaffolds or ladders unassisted, but must be provided with competent help to insure safety and proper handling. "All men so engaged shall be members in good standing in the party of the second part."

SEC. B. No advertising journeyman will be allowed to work without a senior apprentice, studio work excepted.

ART. XIII. It is expressly agreed that all ladders, planks, etc., shall be delivered on the job by the employer. Where rags and cloths are used they shall be furnished to the men in sanitary condition. Heat and hot water shall be supplied in shops, and all standard sanitary conditions covered by legislation must prevail.

SEC. A. All scaffolds and rigging shall be inspected, swung, and removed from jobs by members of the party of the second part.

SEC. B. * * * All rigging, ropes, scaffoldings, and tackle used by members of the party of the second part shall be inspected at intervals in a way that will insure the safety of all members of the party of the second part using said rigging, etc.; any member of the party of the second part shall have the right to refuse to work upon the rigging, scaffolding, etc., improperly hung or in an unsafe condition. All such unsafe rigging shall be removed or defects otherwise corrected.

ART. XIV. * * * The party of the first part shall make use of the union labels of the party of the second part on all signs and show-card work executed by members of the party of the second part, unless sufficient reason is given.

SEC. A. The union label must be placed on all political signs, all work intended for buildings under construction or alteration executed by members of the party of the second part, and failure to comply with this requirement will result in the label being affixed wherever omitted by the party of the second part at the expense of the party of the first part.

SEC. B. The party of the first part agrees on receiving union labels from the party of the second part to sign the usual union label agreement with the party of the second part and be governed by same.

The following provisions are found in the agreement of Sign, Scene, and Pictorial Painters' Local No. 830, Chicago, April 1, 1924, sections 3, 4, 10, 11, 18, and 19:

SECTION 3. Any member of the party of the second part working for two or more consecutive weeks for the party of the first part shall be known and considered a regular employee. All regular employees shall be guaranteed 40 hours' employment for each successive calendar week they are employed thereafter. All regular employees whose services are not required for the following week must be notified of same not later than the preceding Friday.

SEC. 4. Sign and pictorial painters and senior apprentices working "on the road" shall receive the daily wage scale adopted by the local union having jurisdiction over the locality from which they are traveling, and not less than \$3.50 per day hotel expenses, together with all traveling expenses from date of leaving until they return to their home town; provided that they must comply with the working rules and laws of the locality in which they work and demand at all times the shorter workday and higher wage scale. Members so engaged shall receive a traveling card issued by the G. E. B. through their local unions, said cards to be colored—the color to be changed semiannually.

SEC. 10. Said party of the first part shall have the right to employ apprentice boys under the age of 21 years, as follows: If he employs and pays the scale of wages to 40 or more journeymen, 3 boys; 20 or more journeymen, 2 boys; 2 or more journeymen, 1 boy; but in no case will more than 3 boys be allowed. Such boy or boys to be bound by contract on form furnished by Local 830 for a term of four years, and said party of the first part shall, at the expiration of said time furnish said boy with his indenture paper or credentials. It is expressly understood and agreed, however, that no apprentice shall be allowed to work where two journeymen are not employed steadily. In no case shall an apprentice in the first and second year of his term be allowed to do a senior apprentice's work.

SEC. 11. The said party of the first part further agrees not to employ or cause to be employed more senior apprentices than the combined number of journeymen in each shop. It is expressly agreed that no senior apprentice or apprentice shall be permitted to work overtime in any shop unless assisting a journeyman. No senior apprentice or apprentice shall remain in any shop after workmen have quit (preparatory work excepted) unless there remain with them an equal number of journeymen. * * * No senior apprentice shall be permitted to work as a journeyman at any of the branches under the jurisdiction of the Painters' District Council.

SEC. 18. A sympathetic strike, when ordered by the board of business agents of Painters' District Council No. 14, shall not be a violation of this agreement.

SEC. 19. This agreement shall not take away the power of the business agent of the Painters' District Council or Local 830 to call a strike on any shop for any reason that may appear to the Painters' District Council or Local 830 to be sufficient.

The following provisions are found in the setters' agreement of the Art Glass Workers' Local No. 624, Chicago, June 1, 1924, sections 5, 7, 8, 12, 15, 16, 17:

SECTION 5. When members of the party of the second part are sent out on work or returning therefrom or when traveling between jobs necessitating travel after working hours, they shall be paid single time until they reach their destination if a sleeper is not provided.

SEC. 7. No firm, individual, or party of the first part shall be allowed to use the union label that does not employ at least one journeyman at any time. It

is further agreed upon that should said parties not have work for one or more journeymen, then the union label shall be withdrawn until such time as party of the first part shall employ one or more journeymen.

SEC. 8. Each apprentice shall be registered on the books of the Local No. 624, and not more than one apprentice shall be allowed to every seven journeymen or a major fractional part thereof. Any person engaging to learn the art-glass trade shall be required to serve four years as an apprentice, and he shall not be under 16 or over 21 years of age at the time of beginning his apprenticeship.

SEC. 12. * * * In times of dull business the working hours shall be reduced or the men work in shifts, so as to give each employee an equal opportunity to earn a living.

SEC. 15. In case of trouble or a strike on any building where members of Local No. 624 are employed * * * no member of this union shall work on same.

SEC. 16. * * * The firm signing this agreement will not discriminate against any man on strike from any other shop.

SEC. 17. This union reserves the right of the use of the union label and the party of the first part will only have the use of same on work that is made under fair union conditions and in accordance with agreement made by the joint action of the standing committee.

Piecework and subcontracting by journeymen, commonly known as "trade work," is generally forbidden in the painting trade. Paper hanging, however, is almost entirely piecework and double time is paid for all overtime work.

PLASTERERS

The Operative Plasterers' and Cement Finishers' International Association of the United States and Canada consists of two classes of members: Plasterers, who do plain and ornamental plastering of cement, stucco, and artificial stone work; and cement finishers who spread and finish cement, concrete, asphalt, and composition work in buildings, bridges, elevators, gutters, streets, steps, sidewalks, tunnels, sewers, cisterns, etc. The agreements are similar to those of the other building trades. The following extracts are taken from the agreement of Local No. 109 with the Plastering Contractors' Association, Akron, Ohio, January 1, 1923:

ARTICLE I. * * * Foremen * * * shall receive at least 50 cents per day in advance of plasterers' wages.

ART. II. Overtime to be paid at the rate of time and one-half to the hour of 9 p. m.

ART. VII. No employer shall be allowed an apprentice unless he has been employing journeymen for a year or more. No employer shall have more than one apprentice at any one time except when employer employs more than six men the year round; then he shall be allowed one apprentice every two years. Every apprentice shall be on probation for a period of three months. Any apprentice coming * * * from another place to finish his trade shall furnish a release from his former employer and comply with the regular apprentice laws. No apprentice to be over 21 years of age when commencing apprenticeship.

The apprentice shall not work during the time of apprenticeship for any other than the respective employer to whom he may be apprenticed unless said employer is unable to keep him continually employed.

ART. XIV. Salamanders or stoves, when used for heating or drying work, shall be covered and piped to chimney or other opening to carry obnoxious fumes out of the building. All buildings to be inclosed beginning November 15 to March 15. Open torches which give off obnoxious fumes shall not be used for lighting or heating * * *.

ART. XVI. * * * Where there are two or more members in one firm, only one member shall be allowed to use the tools.

The following extracts are taken from the agreement of Local No. 155 and the Employing Plasterers' Association of Baltimore, May 1, 1924:

SECTION 5. On all jobs where there are 4 or more men working there shall be a foreman. No foreman shall have charge of more than 20 men, and for each and every additional 20 men or a fraction thereof there shall be an additional foreman. Each foreman shall receive 50 cents or more per day than the regular rate of wages.

SEC. 14. All shafts and dangerous places must be sheeted tight above and below to insure safety of men employed in such places. When men are requested to work on top or inside of a car in any elevator or on a platform used in an elevator shaft, car or platform must be inspected by a recognized inspector of the city, and a certificate of inspection issued to the plastering contractor or whoever may be employing the plasterer before the plasterer will be allowed to work in such a place.

Dangerous places to be determined by the business agent, and he to be notified before any plasterer is asked to or works in such a place.

SEC. 15. On and after November 1 to April 15 all buildings shall be inclosed in a suitable manner to exclude weather conditions. From November 15 to March 15 all buildings shall be heated to a temperature of not less than 40° F. before the plasterer shall be allowed to work in same.

SEC. 21. Any member of Local No. 155 leaving the city to work for any master plasterer doing business in the city of Baltimore shall not receive less than the regular rate of wages. Any member being sent to a job where he will have to remain longer than one day shall have his hotel or board bill paid, also transportation and traveling expenses. No traveling time allowed for 12 hours between the hours of 4 p. m. and 7.30 a. m. Traveling time during the other hours of the day or night shall be paid for at the regular rate of wages. Under no circumstances will any member of the local be allowed to travel from Saturday, 11.30 a. m., to Sunday evening, 8 p. m. This section does not apply to cities where there is an Operative Plasterers' and Cement Finishers' International Association local.

SEC. 29. All employers parties to this agreement shall submit to the business agent of Local No. 155 every Monday morning the number of men they have in their employment and where working; also jobs that employer expects to start within the week and where located, blanks to be furnished by Local No. 155 for compliance with this section.

PLUMBERS

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

Plumbers' agreements are generally made with employers' associations. The agreement between the Heating and Piping Contractors' Association and the Enterprise Association of Steam, Hot Water, Hydraulic, Sprinkler, Pneumatic Tube, Ice Machine, and General Pipe Fitters of New York and vicinity, Local No. 638, dated June 29, 1923, is practically an arbitration agreement. The rules referred to in article 10 below are similar to those to be found in most steam fitters' agreements. The principal clauses of the agreement are as follows:

ARTICLE 1. * * * The Enterprise Association shall furnish to the members of the Contractors' Association all the competent steam fitters * * * which they demand * * * and the members of the Contractors' Association will, in the employment of members of the Enterprise Association, observe the rules of the Enterprise Association within the territory to which they apply as set forth in the copy of same hereto attached. No other rules shall apply during the life of this agreement.

If the Enterprise Association fails for a period of six days to supply any member * * * of the Contractors' Association with a sufficiency of competent

steam fitters, then the joint trade board of arbitration shall meet and at once act, so as to make the terms of this agreement operative forthwith.

* * * The Enterprise Association agrees to keep their books of membership open * * * for examination at all times of qualified helpers of the Progress Association who shall become Enterprise steamfitters upon passing such examination.

A sufficient number of examining boards of the Enterprise Association shall meet and pass the required number of candidates as quickly as the deficiency demands.

ART. 2. * * * The Contractors' Association * * * will furnish the Enterprise Association a list of its members and will notify the Enterprise Association of any changes that take place in said list of members every month.

ART. 3. * * * No strike against any member or members of the Contractors' Association shall be ordered by any officer or entered into by any member of the Enterprise Association, nor shall any lockout against members of the Enterprise Association be declared by the Contractors' Association so long as this agreement and the rules hereto attached are conformed to by both parties.

ART. 4. * * * A permanent board of arbitration shall be established; the said board to consist of four members of the Contractors' Association and four members of the Enterprise Association, whose term of service shall be not less than six months. At least three of the arbitrators representing the Enterprise Association shall at the time of their selection have been in the continuous employ of one or more members of the Contractors' Association for at least three months next preceding.

ART. 5. * * * No business agent of the Enterprise Association shall be eligible to serve as an arbitrator.

ART. 6. * * * The questions, matters, and complaints which shall be presented to the board of arbitrators for decision shall be as follows:

All alleged violations of this agreement or the rules attached.

The determination of the true intent and meaning of any part of this agreement or the rules.

The making of a new agreement to supersede this agreement at its termination.

Any other matter which may, by mutual agreement, be referred to the board.

The board of arbitration shall meet monthly (unless mutually agreed unnecessary) to consider the probable number of steam fitters which will be required in the near future to carry on the work of the members of the Contractors' Association.

ART. 7. * * * In case any of the rules or agreement are violated by either of the parties to this agreement, or by any of its members, then no strike or lockout against any member or members of either of the associations shall be instituted by either association without first submitting the grievance or question at issue to the board of arbitration.

The first meeting of the board of arbitration shall take place within two working-days after notification in writing from the secretary of the association having a grievance. When a decision is reached by the board of arbitration upon any matter submitted to it, the said decision shall be final and binding on both parties. Any subsequent action of either association shall in no way alter or nullify the effect of said decision, nor shall said decision be abrogated by either association without the consent of the board of arbitration.

A unanimous vote shall be necessary to carry any resolution.

Should the board of arbitration fail to agree * * * said board * * * shall select an umpire, and each side shall make its argument before the umpire, who shall within two working-days thereafter render his decision, and said decision shall be final and binding upon both parties hereto.

ART. 8. * * * Both parties * * * shall abide by any joint arbitration plan that may be agreed upon by a convention of the representatives of the several employers' associations and a majority of the unions of the building trades of New York City.

* * * Disputes between trades and disputes relative to questions of jurisdiction of trade shall be adjusted in accordance with the method set forth in the joint arbitration plan of the New York building trades as adopted on July 9, 1903, and amended on April 22, 1905, and all decisions rendered thereto determining disputes arising out of the conflicting jurisdictional claims of the various trades shall be recognized by and be binding upon the parties hereto.

ART. 9. * * * No change in this agreement shall be asked for by either party hereto, to take effect prior to the first day of January, 1924, and not then

unless notice by the association asking for such change is given to the other association on or before the first day of November next preceding the said first day of January, 1924. Such notice shall be given in writing by the secretary of one association to the secretary of the other association and shall state specifically all changes desired, and written receipt therefor shall be evidence of such notice.

In case no notice is served by either association on or before November 1, 1923, then this agreement shall continue in effect from year to year, with right reserved for either party to serve notice on any 1st day of July in any year for any desired change to take effect on the following 1st day of January.

ART. 10. * * * This agreement is based upon the 12 principles for trade agreements indorsed by the Building Trades Employers' Association and the Building Trades Council of New York City, and same shall become part of this agreement, and nothing in the rules of the Enterprise Association attached hereto or within this agreement shall be interpreted to contradict or nullify any of the said 12 principles for trade agreement.

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

The following extracts from the agreement between Steam and Hot Water Fitters and Helpers' Local No. 533 and the Association of Plumbing and Heating Contractors of Kansas City, December 30, 1923, cover most of the items found in plumbers' agreements:

SECTION 2. * * * There shall be created * * * a joint board, consisting of 10 members, 5 of whom shall be appointed or selected from the membership of each party hereto, all of whom shall be members in good standing in their respective associations, * * * that the journeymen members of this joint board be employed by a member of this association, and that the employing members be employers of No. 533 members.

The duties of this board shall be initiative, supervisory, and judiciary; it shall study the conditions of the trade, use every effort to elevate standards, improve methods, and increase efficiency. It shall have charge of all matters pertaining to this agreement and mutual interests of the parties thereto. It shall perform such other duties as may hereinafter be prescribed, all in accordance with this agreement and the laws of the land.

Sec. 3. * * * The members of the association agree to employ only members of Local Union No. 533 to do their work as long as Local No. 533 is able to supply them with reliable, competent, and otherwise satisfactory fitters and helpers, preference of employment at all times to be given to members of the association.

Sec. 4. Every disagreement, misunderstanding, or grievance of any character whatsoever arising between any individual member or members of either party hereto shall be submitted to both business representatives, and in the event of their failure to agree upon a settlement within 48 hours, or if one party to the dispute is dissatisfied with the decision arrived at, it shall then be submitted to the joint board in writing. The joint board shall have the power to summon any member or members affiliated with either party hereto, against whom complaint has been lodged for violating this agreement, and they shall also have the power to summon witnesses in connection therewith. The summons shall be given to the representative of the association to which the member or members belong. He shall cause the member or members to be summoned to appear before the joint board on the date set for the hearing. Failure to appear, after having been duly summoned * * * shall subject the member to a fine of not less than \$5, or not more than \$25, for each offense; said fine to be collected by the organization to which the offending member belongs and turned over to the joint board.

* * * No strikes, lockouts, or any cessation of work shall be caused by either party to this agreement. This will not affect the * * * complying with the order of the Building Trades Council for cessation of work provided the heating contractor affected is notified prior to removal of journeymen. Journeymen must be given sufficient time and be required to place tools and material on job in safety before quitting.

Sec. 6. The joint board shall meet regularly on the second Wednesday of each month at 8 p. m. at place agreed upon. Special meetings may be called on occasion may require by the representatives of either party hereto.

SEC. 8. * * * The foreman shall be selected by and be the agent of the employer. Any member of No. 533 acting as job foreman, having been duly appointed as such, shall receive foreman's wages, which shall be \$1 per day above prevailing wages.

* * * No member of the association shall employ a member of Local Union No. 533 for more or less than the stipulated scale in this agreement and no member of Local No. 533 shall demand or receive more than the stipulated scale from any shop or on any job in Kansas City or vicinity. For disability or age the joint board will allow [No. 533] men to work for less than the prevailing scale of wages.

SEC. 12. Automobiles belonging to journeymen not to be used during working hours. The journeymen may use car of an employer during working hours provided a sign in reasonably large letters is painted on the car, and provided the employer carry liability insurance to protect the journeyman driving such car; and further provided the employer purchase chauffeur's license for journeyman if law requires it and pay all other expenses incidental to the journeyman driving car.

SEC. 14. * * * Members employed on any job shall report at said job 15 minutes before regular hour of going to work and shall have his working clothes on ready to go to work at the designated hour. They shall continue to work until designated hour to cease work. Any workman not ready for work at the said hour shall be docked for all time lost. Helpers shall pick up all tools other than hand tools used by fitters before the hour of quitting work. All hand tools used by fitters shall be carried to and placed in tool box after the hour to cease work.

SEC. 16. Any member deciding to withdraw from Local No. 533 to enter business in the heating industry shall, together with the other parties interested in said business enterprise, be asked to appear before the joint arbitration board.

SEC. 19. All apprentices shall be registered by a joint committee composed of two employers complying with this agreement and two members of Local No. 533.

Committee in its judgment may require an apprentice to receive instructions upon subjects named by it.

Employer agrees that apprentice shall have opportunity for normal advancement; the employer shall assist and encourage him to attend classes and study as prescribed by the committee.

Apprentice applicants shall be of ages between 16 and 21 years, inclusive, except upon proof of having worked at the trade or for reasons sufficient to the committee.

Apprentice to be examined by the committee at its discretion, but not less than once for each six months.

Apprenticeship is for five years, at the end of which time his last employer shall submit a statement concerning him to the committee, as to qualifications to become a steam fitter.

Apprentice after four years may apply for examination to the committee, and if he passes shall be permitted to work with the tools as a junior journeyman, wages to be set by the committee. * * * The employer is not to lay off journeymen so that junior journeyman fitter may be kept busy. Junior fitter not to be employed unless there is a journeyman fitter employed.

The following extracts relate to various matters:

ARTICLE 4. When men are required to work out of town, the firms shall pay all traveling expenses, board, and lodging, and if within a reasonable distance of Portsmouth they shall be allowed to come home once a week at the firm's expense, on their own time.

ART. 13. No journeyman plumber or steam fitter shall perform any labor for anybody unless he shall be a member of the Master Plumbers' Association or a signer of this agreement. (Agreement of Local No. 453, Portsmouth, N. H., June 18, 1923.)

ARTICLE II, SECTION 11. * * * All men sent outside of Marion County shall receive straight time while traveling between the hours of 6 a. m. and 6 p. m. If necessary to travel at night, the employer shall provide berth. (Agreement of Local No. 73, Indianapolis, Ind., April 30, 1924.)

PARAGRAPH 5. The ratio of plumbers' apprentices shall be one for each of three journeymen steadily employed; the term of apprenticeship shall be three

years, after which apprentice shall be known as a senior apprentice and shall be entitled to work by himself, with tools, for a period of two years, under supervision of the employer, and shall be paid such wages as employer may determine. During the term of apprenticeship, and while serving under journeymen, apprentices shall be permitted to do any and all such work as they are capable of; while such journeymen are working on other parts of the work, the ratio of the senior apprentices to be employed shall be one for each three journeymen steadily employed. (Agreement of Local No. 189, Columbus, Ohio, February 1, 1924.)

ROOFERS

The United States Tile and Composition Roofers, Damp and Waterproof Workers' Association is composed of the two classes of workers named in the title.

The union was formed in 1920 by a consolidation of the two classes of roofers, but in the larger cities the two branches have kept their separate existence.

The following extracts from Local No. 75, Dayton, Ohio, May 1, 1923, relate to matters peculiar to the trade:

ARTICLE IV. All employees shall be required to be on the job ready to begin work 10 minutes before the regular starting time, and no employees shall be required to work overtime except in case of bona fide emergency or vital necessity.

ART. V, SEC. 2. * * * The foreman shall receive 10 cents per hour more than the journeyman roofers.

SEC. 3. Only one member of any company will be allowed to work on any job, and he must be a practical roofer.

SEC. 6. When there are three journeymen on the job one laborer will be allowed; or two to five, six, seven, or eight; three for nine, and so on.

ART. XII, SEC. 2. Employers shall be required to provide employees with rubber-soled shoes for all work on steep roofs and with rubber boots on all waterproofing jobs where same are necessary.

NOTE.—There will be allowed one apprentice on tile or slate in every shop employing journeymen tile or slate roofers. Where there is one journeyman, there will be allowed one apprentice and one laborer; where two or more journeymen are used, one apprentice and laborers necessary to handle tile or slate. Wage scale first year and half, composition scale; next year, scale of foreman on composition; and the last six months of service to be paid the difference between the composition foreman and the journeyman scale on tile and slate; said apprentice will be registered with Local No. 75. When apprentice is working on composition work, he will receive the scale of wages paid on that class of work.

SHEET-METAL WORKERS

Members of the Amalgamated Sheet Metal Workers' International Alliance are coppersmiths and tinsmiths. The former make and repair sheet copper and brass work—copper pipes, kettles, tanks, pans, stills, and coils. The latter make and repair sheet-metal roofing, cornices, gutters, conductors, hollow-metal doors, metal sashes, ceilings, ventilators, and furnaces. In only the larger cities are the two classes of members found in separate unions. Workers in railroad shops, automobile shops, and shipyards generally form unions by themselves. Agreements are generally made with associations of sheet-metal contractors.

A very complete agreement is that of Local No. 38, Westchester County, N. Y., made June 29, 1923, with the Master Plumbers and Steamfitters' Association, from which the following extracts are taken:

4. Both parties hereto agree to furnish each other, within 30 days after date of this agreement being duly signed, a correct list of the membership * * * of the other.

5. In the event of the expulsion or resignation of a member of either party the other party shall be so notified by mail. Upon receipt of such notice it is agreed that the expelled or resigned member is no longer subject to the provisions of this agreement.

6. The party of the first part agree that they will employ members of the party of the second part, and the party of the second part agree that they will work for the members of the party of the first part or for employers regularly engaged and who are established in the sheet-metal business, who are not members of the party of the first part, and who will agree to comply with the provisions of this agreement.

8. Should any dispute arise between the parties hereto, it shall be referred to a joint conference board, consisting of five members of each of the parties hereto, who shall serve during the life of this agreement and who shall meet jointly.

13. Each party hereto shall designate a representative with power to enforce the intent and provisions of this agreement, also all decisions of the conference board. Any member * * * failing to comply shall be considered a non-member by the opposite party.

14. Either party hereto having a grievance, or a violation of this agreement, shall serve notice of such to the representative of his party, who shall at once notify the opposite party. In case the grievance is one whereby the terms of a trade agreement are being violated the cause shall be removed at once; failing, the aggrieved party can appeal to the conference board. * * *

17. Members of the party of the second part shall not be permitted to contract for labor or executive work on their own account.

25. Regular or consecutive overtime shall not be worked unless permission to do so has been granted by a joint committee, consisting of the chairman of the party of the first part and the chairman of the party of the second part. This shall not apply to occasional overtime made necessary by the exigencies of the work.

26. The party of the second part or any member thereof shall not order any strike against the party of the first part, and the party of the first part shall not lock out any member of the party of the second part.

ARTICLE II, SECTION 1. There shall be a joint committee on apprentices comprised of four members; two from each of the parties hereto. They shall have full control of all matters pertaining to apprentices.

SEC. 2. Each member of the party of the first part shall have the privilege of employing one apprentice to every five journeymen or a part thereof.

SEC. 3. When an employer takes an apprentice he shall at once notify the secretary of which party he is a member of, who shall at once notify the joint committee on apprentices. This committee shall act upon the application within one month. * * * No such candidate is to be more than 21 years of age.

SEC. 4. Each shop shall be privileged to provide one junior to every five journeymen or a majority fraction thereof, and at no time shall a junior be employed unless a journeyman is employed.

SEC. 5. Each apprentice shall have 12 consecutive months' work in shop during the term of his apprenticeship.

SEC. 8. Every apprentice must attend a trade school or take a course in a correspondence school for the last two years of his term as apprentice.

ART. IV, SEC. 1. The employer may employ one helper to every three journeymen. Helpers may use the hammer, dolly bar, screw driver, and monkey wrench while assisting the journeyman, but under no conditions shall the helper use the tools.

SEC. 2. Upon request of the business agent the employer shall furnish a list of the names of journeymen and apprentices he employs.

ART. V, SEC. 2. When an employer orders a man to leave town after 5 p. m. to start work the following morning, he shall be paid single rate for such time consumed in travel, but not to exceed 8 hours.

SEC. 3. All traveling expenses and board shall be paid by the employer to journeymen working outside the jurisdiction * * *. Where members of the party of the second part are working outside this jurisdiction for a member of the party of the first part, such member of the party of the first part shall pay the transportation of the journeyman to a point within this jurisdiction at least once each month.

The most important provisions of an apprenticeship agreement between Local No. 12, Pittsburgh, and the Sheet Metal Contractors' Association, April 4, 1924, are the following:

ARTICLE I, SECTION 1. Every shop employing one journeyman is entitled to one (1) apprentice and one for every three additional journeymen employed. All apprentices shall serve five years at this trade before becoming a journeyman. Every apprentice shall be registered by the secretary of the apprenticeship committee, which shall consist of three members of the Sheet Metal Contractors' Association and three members of Local Union No. 12, Amalgamated Sheet Metal Workers' International Alliance. A complete record shall be kept by the secretary of the date of commencing, who employed by, date of leaving, what trade school he attended, days absent from school and from work. No apprentice shall be permitted to leave the shop at which he is employed without the consent of the apprenticeship committee.

SEC. 2. Every apprentice must and shall attend sheet-metal classes at the Carnegie Institute of Technology the last four years of his apprenticeship, or until he has finished the course for sheet-metal apprentices.

* * * Any apprentice receiving grade "A" marks at the end of any school year shall receive two months' credit on his next eight months' period, thus reducing that period to six months.

SEC. 3. The apprentice shall apply himself diligently to learning the various processes, tool and machine operations used in constructing the sheet-metal work as conducted by his employer, in addition to his school work, so that at the end of each term of his apprenticeship he shall be competent to merit advancement to the succeeding term.

SEC. 4. The apprenticeship conclusion date shall be noted on the apprenticeship enrollment card. Identification cards are good for term of issues only. On the first Wednesday of September, January, and May the apprentice shall present himself at the time and place notified by the joint committee on apprentices, make report of his progress in school and shop, and exchange identification card of expired term for identification card for ensuing term.

SEC. 5. A committee of three shall be selected from the Sheet Metal Contractors' Association and a like number of members from Local No. 12, Amalgamated Sheet Metal Workers' International Alliance, who shall pass upon the admission of the applicant to journeymanship. His monthly report shall be taken into consideration and time lost shall be made up before a certificate will be granted.

SEC. 6. The joint committee on apprentices shall act in an advisory capacity between apprentice and school; adjust all differences that may arise; terminate the apprenticeship and services of the apprentice if deemed for the best interest of the sheet-metal trade.

They shall semimonthly make report to the employers' association and the union. Their decision in all matters affecting relations between employer and apprentice, as intended by these rules shall be binding on all parties.

SEC. 7. On dates appointed by the joint committee on apprentices, three times yearly, on the first Wednesdays of September, January, and May, apprentices shall report at 8 p. m. at place designated by joint committee on apprentices. At these meetings the apprentice shall make report and exchange identification cards of expired term for card of ensuing term.

SEC. 8. The employer shall send the apprentice to the Carnegie Institute of Technology for trade instruction one day each week from October 1 to May 1, during the last four years of his apprenticeship. The apprentice shall be allowed his regular wage for days while attending school.

SEC. 9. The employer shall cooperate with the apprenticeship committee by signing the monthly school report cards furnished to the apprentices by the school, and report to the committee if the apprentice is making satisfactory progress in shopwork to warrant advancement at the end of each period.

The following extracts are taken from the agreement of Local No. 43, Atlantic City, May 10, 1924:

ARTICLE 6. No member of Local 43 shall work for any but legitimate sheet-metal contractors who have signed this agreement, are regularly engaged in business, who carry compensation for their employees, and who have a permanent place of business and the customary equipment.

ART. 7. No employee shall contract or subcontract any work for any individual, firm, or corporation other than whom he is directed by his employer or the business agent of this union.

ART. 9. Only one apprentice will be allowed to every three journeymen employed. No more than five apprentices will be allowed any employer at one time. All apprentices shall be registered in Local 43, and their ages when starting their apprenticeship shall be between the ages of 16 and 21 years of age, and they shall serve an apprenticeship of four (4) years, and at no time will they be allowed to take charge of work where the assistance of a qualified mechanic is required.

The following provisions appear in the agreement of Local No. 5, Youngstown, Ohio, April 1, 1924:

RULE 10. No member of Local No. 5 shall be permitted to contract for work or do work on his own accord other than on his own individual property while employed by any contractor signing this agreement, but shall turn over all such work to his employer. Members of No. 5 will do all in their power to enforce this rule.

RULE 13. Any foreman in any shop under the jurisdiction of Local No. 5 which has 10 or more men working under him is required to make application for membership, pay same initiation fee as others, but will immediately take out withdrawal card, the same to be renewed annually for the sum of \$3.

The following provision appears in the agreement of Local No. 102, Washington, D. C., November 1, 1923:

ARTICLE XII, SECTION 1. The school as conducted by the Sheet Metal Contractors' Association is available for all registered apprentices. It is the use of this school by all registered apprentices that will help the trade. Therefore, it is understood the union will use its entire influence to have all registered apprentices attend this school.

The tuition to be paid to be the prevailing fee, and said fee shall be paid to the treasurer of the school board through the instructor.

STRUCTURAL-IRON WORKERS

The members of the International Association of Bridge, Structural, and Ornamental Iron Workers construct, load, erect, install, remove, dismantle, and wreck bridges, viaducts, trestles, dams, reservoirs, piers, docks, elevators, caissons, tunnels, subways, blast furnaces, vats, tanks, towers, trusses, and fire escapes; drive piles; move and place machinery and rigging; and make, erect, and construct the structural and ornamental iron and metal work in buildings. Ordinarily a local union includes workers of all classes. In a few of the largest cities, however, there are unions composed of but one class of workers. The territory covered by a local generally extends many miles from the city or town where its headquarters are, often more than 100 miles. Agreements are usually made with employers' associations.

Extracts from the agreement between the Bridge, Structural, and Ornamental Iron Workers and Reinforced Concrete Steel Riggers and Machinery Movers Local No. 3, and the Structural and Ornamental Iron Employers of Pittsburgh and vicinity, effective March 1, 1923, show those general provisions of structural-iron workers' agreements not common to other building-trades agreements:

ARTICLE III, SECTION 1. Time and one-half time shall be paid for the first two hours of overtime after the regular working hours. Double time shall be paid thereafter.

The time and one-half rate to apply only in case of emergency which shall be determined by the foreman and steward on the job.

Double time shall be paid for overtime from Saturday noon to 8 a. m. Monday and the following holidays: Decoration Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas.

No work to be done on Labor Day unless for the protection of life or property.

SEC. 2. When working on jobs out of the city of Pittsburgh special arrangements shall be made to accommodate the working hours with respect to the transportation service to obtain 8 hours' work on the job.

ART. V. When three shifts are employed on the same piece of work 7 hours shall constitute a day's work for each shift, but the rate of wages shall be at the rate of 8 hours' pay, straight time, for each shift.

ART. VI, SEC. 1. No less than 4 men shall constitute a riveting gang, no less than 6 men shall be on the floor around a derrick, constituting a raising gang; a pusher, 2 connectors, 2 hookers-on, and the bellman, and if the derrick be operated with swing lines or bull stick 7 men shall constitute the gang, and there shall be no infraction of this rule.

ART. XII. When structural and ornamental iron workers are hired by an employer or his representative to go out of the city to work, he shall be furnished first-class accommodations, berth and traveling expenses, and be paid straight-time rate of wages, not to exceed 8 hours out of 24, while traveling to and from the job; and in the event of the employee quitting job before he has worked 10 days his expenses shall revert to his employer and their conduct being judged by the foreman in charge.

ART. XIV. Any member of the union who may be employed as a pusher where four or more men are employed shall receive not less than 12½ cents per hour more than the prevailing rate of wages.

ART. XV. Apprentices may be employed in proportion of 1 apprentice to every 10 journeymen, and shall serve not less than two years before being eligible for membership in the union and before receiving the rate of wages agreed upon for journeymen. An apprentice shall be given varied duties from time to time that will enable him to learn the trade and fit himself for the position of journeyman. * * * Laborers shall not perform the duties of apprentices.

ART. XVIII, SEC. 1. There shall be no cessation of work for any cause except where nonunion men are employed. Should any dispute or misunderstanding arise the same shall be referred to a joint arbitration committee, consisting of three members from the Structural and Ornamental Iron Employers' Association of Allegheny County and three members from * * * Local Union No. 3. In case they can not agree this joint arbitration committee shall select an umpire whose decision shall be final and binding on all parties.

The following extracts are taken from the agreement of House-smiths' Union, Local No. 52, New York City, with the Allied Building Metal Industries, made June 1, 1923:

2. There shall be no strikes or lockouts upon the work of members of the association, nor shall the members of the union collectively leave the work of a member of the association, nor can any sympathetic strike against any member of the association be entered into by the union. All disputes arising in the trade shall be settled by a joint trade arbitration board, with an umpire if necessary, and the decision of the joint trade arbitration board or of the umpire shall be final and binding upon the parties thereto.

(a) The joint trade arbitration board shall consist of three members of the association, appointed by the association, and three members of the union, appointed by the union, whose term of service shall not be less than one year.

Walking delegates or business agents of the union shall not be eligible as arbitrators, except by full consent of both parties.

6. When four or more men are employed on a job, one shall act in the capacity of a working foreman and shall receive \$1 more per day than the prevailing rate of wages of finishers; when six or more men are employed on a job, one shall act in the capacity of working foreman and shall receive \$2 more per day than the prevailing rate of wages for finishers.

7. A finisher shall be permitted to work on any job without a helper when no more than eight hours are required to do the work. Each finisher shall be assisted by a helper when only two men are required for a job. When more than two men are required for a job the proportion of finishers and helpers shall be discretionary with the employer. It is not the intention of this clause to permit generally the manning of jobs by helpers.

13. When a member of the union takes a contract for any work covered in this agreement, he shall immediately forfeit and surrender his membership card.

This rule also applies to any member of the union who becomes a member of a firm or corporation engaged in any of the lines of business covered in this agreement.

14. * * * The parties hereto, the association, and the union will exercise the utmost discipline possible to prevent their members from either individually, collectively, in conjunction with each other, or in conjunction with others snowballing wages. The term "snowballing" is understood to mean the practice on the part of employers of offering, in order to secure workmen, higher wages than those provided by agreement and the practice on the part of workmen of individually or collectively demanding, before accepting employment, higher wages than those provided by agreement. The parties hereto understand and mutually agree that the practice of snowballing is demoralizing to the association and to the union in that it encourages unnecessary and undesirable shifting from employer to employer and produces distrust among both employers and employees, each of the other and of their organizations.

The agreement of Local No. 10, Kansas City, for 1924 contains the provisions given below:

ARTICLE 10. Piecework shall not be tolerated by this union in any form, and no member shall be required to do any specific amount of work.

ART. 13. When employer or his representative furnish board and sleeping quarters for the men they shall furnish clean and comfortable sleeping quarters and palatable food and shall not charge more than \$9 per week for board and lodging.

ART. 15. When members of this union are called upon by the international association to protect union principles or change jurisdiction claims, it shall in no way be considered a violation of these rules.

ART. 17. When employer sublets the work to another firm or company, the subcontractor shall be subject to all the terms of these rules.

The following are taken from the agreement of Local No. 348, Erie, Pa., May 1, 1924:

ARTICLE 6, SECTION 4. Workmen shall have clothes changed ready to start work at starting time. Changing of clothes and washing of hands when quitting for the day shall be considered as working time. When tools are checked in and out the same shall be done during working hours.

SEC. 5. Contractors shall furnish a suitable shelter for the use of ironworkers for the purpose of keeping their clothes and eating their lunches, the same to be heated in cold weather.

CLERKS, RETAIL

The Retail Clerks' International Protective Association includes in its membership persons employed in mercantile and mail-order establishments handling and selling merchandise. The national association has prepared an agreement, which is in use by several locals, providing that employers signing the agreement and conforming to its terms shall be entitled to the use of the union store card issued by the union, and that only unionists shall be employed, or that any nonunionists employed shall become members within 30 days. The card shall specify the closing time on various days and the legal holidays to be observed.

Locals in the larger cities generally insert additional clauses. According to such agreements the stores are to close by 5.30 or 6 p. m., except on Saturday and two or three days before Christmas, when they may keep open until 8 or 9 o'clock; 8 or 9 hours to constitute a day's work except Saturday, with overtime at time and a half; a week's vacation with pay after one year's service; and pay for all holidays.

The following provisions are taken from the agreement of Local No. 195, Chicago, April 1, 1924, which was made for two years:

2. (a) Fifty-four hours shall constitute a week's work with one full day of rest each week. Clerks shall not be required to start earlier than 8.30 a. m. in the

morning and cease work not later than 9 p. m. The following schedule of hours shall be adopted where stores are open Sundays. Work starts at 8.30 a. m. each day and ceases at 6 p. m. on Mondays, 9 p. m. on Tuesdays, 6 p. m. on Wednesdays, 9 p. m. on Thursdays, 6 p. m. on Fridays, 10 p. m. on Saturdays, and Sunday 1 p. m. Clerks shall be off one full day a week either Monday, Wednesday, or Friday, as agreed upon by the party of the first part and employees. The same schedule of 54 hours a week shall be mutually arranged for between the employer where stores are closed on Sundays.

3. * * * Where stores are operated on Sundays the employees shall cease work at 1 p. m. Stores shall be open evenings one week before Jewish Easter and New Year's and * * * one week before Christmas.

4. (c) All salespeople engaged in the business less than 18 months shall be classed as apprentices and their wages will be optional to the employer and employee for a period of the first 18 months' experience and the minimum wage scale of a salesman thereafter. Apprentices shall be limited to not more than one apprentice for every two salesmen for two to six salesmen, and a proportional number thereafter.

CLOTHING TRADES

BOOT AND SHOE WORKERS

There are several independent shoemakers' unions, each with locals operating in various places and making agreements. These agreements generally provide for a union shop, a revision of prices and conditions at stated intervals, an overtime rate, a form of arbitration, and an equal division of work during slack seasons.

The Boot and Shoe Workers' Union issues a form, known as the "union-stamp contract," which is in very general use by the unions under its control. Extracts from this agreement follow:

First. The union agrees to furnish its union stamp to the employer free of charge, to make no additional price for the use of the stamp, to make no discrimination between the employer [and] other firms, persons, or corporations who may enter into an agreement with the union for the use of the union stamp, and to make all reasonable efforts to advertise the union stamp, and to create a demand for the union-stamped products of the employer in common with other employers using the union stamp.

Second. The employer agrees to hire as shoe workers only members of the Boot and Shoe Workers' Union, in good standing, and further agrees not to retain any shoe worker in his employment after receiving notice from the union that such shoe worker is objectionable to the union, either on account of being in arrears for dues, or disobedience of union rules or laws, or from any other cause. The employer agrees that there shall be no discrimination against any member of the union because of his or her activity in union affairs.

Third. The employer agrees that he will not cause or allow the union stamp to be placed on any goods not made in the factory for which the use of the union stamp is granted, and the employer agrees that it will be a violation of this contract to use the union stamp or stamps in any other place than the particular factory for which the use of the stamp is granted.

Fourth. * * * The union will not cause or sanction any strike, and the employer will not lock out his employees while this agreement is in force. The employer agrees that where a change of system or methods is made he will notify the local union affected and endeavor to mutually agree upon a price to be paid. Failing to agree, the matter shall be arbitrated, and the decision rendered shall date from the time of change in system and method. In the event of the employer or local union * * * giving written notice to the general president of their desire to refer to arbitration any matter in dispute relative to wages, conditions of employment, interpretation of contract, or any other difference of opinion, he shall insist that the application for same shall be signed within seven days from his receipt of said notice. Failure of either party to comply with this clause shall constitute a direct violation of this contract.

Fifth. The union agrees to assist the employer in procuring competent shoe workers to fill the places of any employees who refuse to abide by section 4 of this agreement, or who may withdraw or be expelled from the Boot and Shoe Workers' Union.

Eighth. The employer agrees that the union is the lawful owner of the union stamp, and the employer agrees not to make or cause to be made any union stamp or stamps, and it is further agreed that the union will furnish free of cost all stamps necessary to be used under the agreement.

Thirteenth. In case the employer shall cease to do business or shall transfer its business or any part thereof to any person or persons or corporations, this agreement shall be ended, and the stamp or stamps shall be returned to the general president forthwith, without demand from the union, when a new agreement of similar tenor to this may be entered into between the employer and the general executive board of the Boot and Shoe Workers' Union.

The Amalgamated Shoe Workers of America Joint Council No. 1, in Lynn, Mass., incorporated the following provision into its agreement made August 6, 1924:

VIII. During the months of June, July and August the working time shall be five days a week of nine hours each, beginning Monday of each week; during the other nine months the time shall be the foregoing and a half day on Saturday, the total not to exceed 50 hours. Concerns manufacturing slippers may work the Saturday half day in June, July, and August, or any of said months, providing they select other three months in which to omit the Saturday half day.

The agreement between the Shoe Workers' Protective Union and the Haverhill Shoe Manufacturers' Association, December 19, 1923, contains the following provisions:

1. There shall be no strike, lockout, or cessation of work and nothing shall be done by either party to hinder, impede, retard, or prevent production. This article is not arbitrable.

4. * * * During their spare time * * * superintendents, foremen, foreladies, assistant foremen and assistant foreladies may be employed to a reasonable extent in working on shoes in any of the departments without being members of the union. Any claim of the union that the designation of any employee as one holding such a position is a pretext or that any such person is to an unreasonable extent employed or engaged as a shoemaker, if not adjusted with the union, shall be referred to arbitration.

Manufacturers, including, in cases of corporations, officers, may work on shoes in any of the departments of the business without being members of the union.

5. During the months of June, July, and August regular working time shall be five days of nine hours each, and there shall be no Saturday work during those months.

During the months of December, January, February, March, April, and May of each year, the regular working time shall be 5½ days each week of 48 hours.

During September, October, and November the regular working time shall be five days of nine hours each, but each local agent may, if in his opinion it is necessary, grant Saturday work.

9. All differences shall be referred for final settlement to a board of arbitration which shall consist of three members, who are to be chosen as follows: One member to be appointed by the general agent of the union, one member to be appointed by the manager of the association, both of whom shall serve until the determination of the particular controversy for which they were appointed; the third member, who shall be known as the neutral arbitrator, shall be chosen by said general agent and manager; provided, however, that if within 12 secular days from the date hereof they shall fail to agree upon and designate the third or neutral member of said board, then the neutral member shall be named in writing by any four of the following named persons * * * acting upon the written application of said manager or said general agent, but no neutral member shall be so named unless he has the indorsement of either said manager or said general agent.

All decisions and orders of said board of arbitration shall be made in writing and shall be signed by a majority of its members, except as otherwise provided, and shall be made within three days after the close of the evidence.

The third or neutral member of said board of arbitration shall be reimbursed for all expenses and disbursements incurred by him in the performance of his duties and shall be paid a reasonable compensation for his services, the parties hereto agreeing to pay in equal shares all sums of money required for the above-

mentioned purposes. Clerical or stenographic services incurred by the board shall be borne equally by the association and union.

12. This agreement shall remain in force until December 31, 1928, provided, should either party to this agreement desire to alter, amend, or annul it before its expiration it shall give written notice thereof to the other party not later than September 1, 1925, in which event the agreement shall remain in force until December 31, 1925.

CLOTH HAT AND CAP MAKERS

The United Cloth Hat and Cap Makers of North America consists of makers of cloth hats and caps and millinery workers. Their agreements generally call for a union shop; a 44-hour week; prohibition of foremen doing journeymen's work; overtime at the rate of time and a half, but no overtime work during "the period of unemployment";⁵ a weekly pay day; equal division of work among all the workers during dull seasons; and full pay for named holidays.

The following are certain of the general provisions in the agreement between the Joint Council of New York and the Cloth Hat and Cap Manufacturers' Association, effective for two years from July 1, 1924:

ARTICLE I. (e) When a worker who is indispensable in the factory serves notice of leaving, the employer shall immediately notify the union, through the association, and such worker shall not leave before the union is able to replace him or her. This, however, shall not be applied to workers who are leaving the trade or the city.

(f) No worker shall be discharged without sufficient cause or reason, nor until an opportunity has been given for a joint investigation as to the sufficiency of the cause and reason. In case of disagreement the board of adjustment shall decide after a trial.

ART. II. (b) No overtime work shall be permitted during the months of June, July, and August, nor on Saturdays and Sundays during the balance of the year, nor shall more than eight hours' overtime be permitted in any one week, same to be worked during the first four days of the week. Should conditions in the trade at any time warrant a deviation from the above regulation of overtime, the matter shall be taken up in conference between the association and the union, with the chairman of the board of adjustment, as chairman, for such adjustment as the needs of the industry may require.

ART. V. (a) The members of the association shall have their work made in their own shops, with the exception of such work as may be agreed upon between the association and the union for every individual manufacturer, subject to following rules:

1. Exceptions are to be permitted for such work which the respective manufacturer is not adapted to make in his own shop.

2. The respective manufacturer shall register with the union the shops with which he contracts for work that is subject to exception.

(b) Members of the association working for jobbers or manufacturers shall register with the union all such jobbers and manufacturers for whom they work.

(c) Workers shall not be required to work for any firm, member of the association, which will work for or supply work to any manufacturer or jobber during the pendency of strikes called or conducted by the union against the latter firm.

(d) The union reserves the right not to permit its workers to perform work for any member of the association who does any work for firms or who sells goods to firms against whom the union has declared a strike, or who sends goods to such firms, its principals, agents, factors, or jobbers during the pendency of such a strike, and the calling of a strike by the union against a member of the association to enforce the right hereby reserved shall not be construed as a violation of this collective agreement.

(e) In no case shall any member of the association buy cut goods for caps or hats to be manufactured on its premises.

⁵ As this is a seasonal industry there is a period, both in summer and in winter, when there is little or no employment.

ART. VII (c) There shall be no opposition to or interference with the introduction of new machinery on the part of the union, provided that such introduction does not eliminate from employment workers in the shop where such machinery is introduced.

(e) The association shall supply the union with a correct list of the names and addresses of all its members and shall immediately inform the union concerning the withdrawal, resignation, or expulsion of any members, as well as concerning the admission of any new members.

(f) The association agrees that its members will permit the inspection of their pay rolls and payments for work by representatives of the board of adjustment and the union for the purpose of investigating whether the respective firm is living up fully to the provisions of this agreement.

That part of the same agreement relating to the unemployment and security trust funds and the adjustment of disputes is given substantially in full below:

ARTICLE VI.—*Unemployment fund*

(a) The association agrees that every one of its members shall send to the Joint Council of New York * * * on each and every pay day during the life of this agreement a sum equal to 3 per cent of the pay roll for that particular week, covering all the workers coming under the terms of this agreement. These payments shall be by check made payable to the Joint Council of Greater New York of the United Cloth Hat and Cap Makers of North America and shall be accompanied by a statement on a form supplied by the union, setting forth a list of the workers, the amount of wages paid to each, and the total sum of wages paid for that week, thereby supplying the data on which the 3 per cent payment for the week in question is being made.

(b) These payments shall begin as soon as the joint council shall make the arrangements for the receiving of moneys, which shall in no event be later than September 1, 1924.

(c) The sums of money thus received by the joint council are to be used in its discretion in such ways or forms as it may deem necessary for the payment of unemployment benefit to the members of Locals Nos. 1, 2, 3, 17, 23, 30, and 40 of the United Cloth Hat and Cap Makers of North America, and for no other purpose, except incidental expenses that may be incurred in the administration of this unemployment fund.

(d) In arranging for the payment of the weekly sums by the members of the association as herein described, it is not intended that either the association or the members of the association shall have any right, property, or interest in the funds accumulating from such payments, and shall incur no other responsibility in connection with the disbursement of the said funds over and beyond the obligation to make the weekly payment of the sum herein specified * * *. Nor is it intended that any worker employed by the members of the association shall in any way acquire specific rights, property, or interest in the said fund, but that the Joint Council of New York of the United Cloth Hat and Cap Makers shall be deemed to have completely fulfilled the requirements of this provision of the agreement as far as the association or any of its members are concerned, or any individual worker working for such firms, by using the said fund for the payment of unemployment benefit to members of the locals herein mentioned under such arrangements as the said joint council may agree upon.

ARTICLE VIII.—*Security trust fund*

(a) For the faithful performance of this agreement on the part of the individual members of the association it is hereby agreed that the association will collect from each member of the association a sum equal to \$200 per member. This sum shall be deposited either in cash or United States Government bonds with a bank or trust company in the name of a trustee to be agreed upon by the association and the union. Until such time as the association and the union have designated the trustee herein provided the association shall be the custodian of this fund and shall to all intents and purposes be deemed the trustee of the said fund.

(b) In the event the complaint by the union before the board of adjustment against any member of the association shall, after a trial, result in a decision

awarding to the union or to any workers of said firm a sum or sums of money, a member of the association affected by said decision shall pay the said sum or sums so awarded within 72 hours after rendering the decision. If the member fails to pay such sum or sums within the time specified, the chairman of the board of adjustment shall certify in writing the fact of such failure to the trustee of the fund or to the association while it is custodian of said fund. The trustee or the association, as the case may be, shall thereupon draw upon the security fund for the amount of the award rendered by the chairman of the board of adjustment, up to the amount of the member's share in the security trust fund, namely \$200. The member of the association affected by such proceeding shall be required to deposit with the trustee the equivalent of the sum drawn out within 72 hours of the drawing of such amount from the security trust fund. If he shall fail to do that he shall forfeit the protection of the agreement.

ARTICLE IX.—*Adjustment of disputes*

(a) The parties to this agreement agree that there shall be no strike or lock-out during the continuance of this agreement for any reason whatsoever or because of any matter in controversy or dispute between the association and the union or between any member of the association and any member of the union, but that all matters in controversy or dispute, if any, which the firm and its workers have been unable to adjust shall be immediately referred to the managers of the respective organizations by the party or parties aggrieved for immediate joint investigation and adjustment.

(b) During the pendency of the controversy a stoppage or a cessation of work shall not be permitted, whether by the authority of a representative of the union or in any other way. In the event that the representatives of the parties hereto shall be unable to adjust the controversy or dispute the same shall immediately be referred to the committee on adjustment, whose decision shall be final and binding upon the parties to this agreement.

(c) The committee on adjustment shall consist of five members, two representing the association, two representing the union, and Dr. Paul Abelson, who is hereby agreed upon and designated as chairman of the board of adjustment for the life of the agreement.

The following provisions from the agreement of Local No. 10, St. Paul, Minn., November 1, 1924, show the efforts to stabilize employment in the industry:

Five per cent of the pay roll to be paid to the union each week until the number of weeks of employment for the year is determined, and to be returned to the firm when 48 weeks' work have been given for the year.

Four per cent of the pay roll to be returned to the firm if 47 weeks' work only have been given.

Three per cent of the pay roll to be returned to the firm if 46 weeks' work only have been given.

Two per cent of the pay roll to be returned to the firm if 45 weeks' work only have been given.

One per cent of the pay roll to be returned to the firm if 44 weeks' work only have been given.

If 43 weeks' work or less shall have been given during the year, then there shall be no return of this money.

If any employee leaves before the end of the year, said employee shall not be entitled to any part of this increase, and the 5 per cent of said employee's wages paid to the union shall be returned to the firm.

Payments of the 5 per cent to the union shall be continued uninterruptedly by the firm until November 1, 1926.

FUR WORKERS

The membership of the International Fur Workers' Union of the United States and Canada consists of fur workers in all branches—cutters, nailers, finishers, liners, ironers, cleaners, glove makers, cap makers, rug makers, muff-bed workers, garment workers, trimmers, dyers, hatters; also sheepskin workers, tanners, and dyers, and feather-boa workers.

A two-year agreement between the Associated Fur Manufacturers (Inc.) and the Furriers' Union of New York City, effective February 1, 1924, covering Locals Nos. 1, 5, 10, and 15, provides for a 44-hour week; no overtime except during the months of September to December, inclusive; pay for 10 holidays (optional whether they shall be American or Jewish holidays); weekly payment of wages; no piece-work; registration of apprentices; 1 apprentice to every 10 journeymen, with a maximum of 5 apprentices in a shop; an apprenticeship period of six months; prohibition of inside contracting; no one to be permitted to work for two firms at the same time; no work to be taken home; and the creation of a committee to prepare a plan for unemployment insurance. The following extracts are taken from the agreement:

4. Firms whose factories are closed on Saturdays may change the Saturday hours to Sundays. Such changes must be registered with the conference committee.

5. No factory shall operate more than six days a week.

8. No firm shall be permitted to work overtime more than 13 weeks.

9. Overtime work shall be not more than two and one-half hours a day, five days in the week, excepting during the periods from the second week in September to the second week of December, inclusive, when additional overtime will be permitted upon Saturday afternoon not to exceed four hours. No worker shall be permitted to work regular time in one place and overtime in another place. Overtime shall be paid for at the rate of one and one-half. Employers shall file with the conference committee a record of overtime immediately upon the cessation of such overtime period.

Adjustment of disputes

18. * * * There shall be no strike or lockout during the continuance of this agreement * * *. All matters in controversy or dispute, if any, shall be immediately referred to the managers of the respective organizations, * * * for * * * investigation and adjustment. In the event that the representatives of the parties hereto shall be unable to adjust the controversy or dispute the same shall be immediately referred to the conference committee.

Conference committee

19. The parties to the agreement hereby establish a conference committee consisting of 11 members, 5 representing the association and 5 representing the union, and Dr. J. L. Magnes to act as the chairman, with the power to vote in case of a tie. Dr. Paul Abelson is hereby designated as the secretary of the conference committee, with authority to act with the full power and duties of the chairman of the conference committee in the absence of Dr. J. L. Magnes. Two representatives of the union and the manager and labor manager of the association shall be ex officio members of the conference committee.

20. The conference committee shall secure such clerical and other assistance * * * as it may deem necessary, the expenses to be defrayed by each party to the agreement in equal amounts.

21. The conference committee shall devote its attention chiefly to the solution of problems and disputes affecting the entire industry. For the investigation of problems and disputes affecting the individual workers and employers, the manager and the labor manager of the association, two representatives of the union, and the secretary of the conference committee shall constitute a committee on immediate action and shall be known as the industrial court in the fur industry. The committee on immediate action shall have the power to work out, subject to the approval of the conference committee, methods of procedure to facilitate their work. The conference committee may arrange for periodic inspection by a representative of the association and the representative of the union of such shops of the association as are subject of complaint to determine whether all workers are in good standing with the union.

22. Any employer or the workers shall have the right to appeal from the decision of the committee on immediate action to the conference committee.

23. The conference committee shall have the power to recommend the disciplining of any member of the union or a member of the association for violations of the terms of this agreement after due trial; and both parties to this agreement agree to enforce such recommendation.

28. The same conditions as prevail in the shops of the members of the association shall be maintained in the shops of contractors working for the members of the association.

Members of the association may give work to an outside firm or contractor provided that such firm or contractor employs at least five workers and maintains contractual relations with the union, and * * * shall at all times comply with all the provisions of the union agreement.

Firms giving any part of a garment or whole garments to be made by an outside shop or contractor, or doing any business with them, shall immediately file the names of the outside shop or contractor with the conference committee.

29. In the case of contractors working for members of the association doing only finishing work after the cutting, operating, and nailing has been done in the inside shop, a special form of a conference committee certificate shall be introduced. All firms who at the time of the signing of this agreement have been employing such contractors shall file within 30 days of the ratification of this agreement the names and addresses of such contractors.

The conference committee shall arrange through the committee on immediate action for the inspection of such contracting places doing only finishing work, and shall issue certificates to such contractors.

Periodic inspection of these shops shall be made under the auspices of the conference committee, and the association agrees that no work will be given to contractors on finishing work who have either failed to secure conference committee certificates or whose certificates have been revoked by the conference committee.

30. Equitable division of work shall be carried out wherever possible during the months of June, November, and December for those who have worked with the firm not less than seven consecutive weeks prior to the period when equal division of work is begun in each establishment.

In the event of the union claiming that an emergency affecting unemployment prevails in the industry the matter shall be referred to the conference committee to establish whether or not such alleged emergency exists, and upon its finding the existence of such an emergency ways and means for mitigating this condition shall be devised. In the consideration and action of such matter the chairman of the conference committee shall act only in the capacity of mediator.

LADIES' GARMENT WORKERS

The International Ladies' Garment Workers' Union covers workers engaged in the manufacture of ladies' garments of all classes. The local unions, located mainly in large cities, are generally composed of workers engaged on one branch of work, as buttonhole makers, embroidery workers, cutters, finishers, pressers, tailors, examiners, fitters, or designers on cloaks, suits, waists, skirts, dresses, children's clothing, corsets, underclothing, or raincoats. Frequently the locals in a city have a joint board which makes the agreements.

The agreements are generally for one year, call for a union shop, a 44-hour week, overtime at time and a half, no piecework (though there are exceptions to this), no strike or lockout to occur during the life of the agreement, a system of arbitration or method of adjusting disputes, equitable division of work in dull times, workers observing Saturday as the Sabbath to be permitted to work on Sunday instead, no officers or members of the firm or foremen of the members of the association to do journeymen's work, wages to be paid weekly, no work to be performed at home, employers to furnish sewing machines, power, and all material required for work, and no time contracts to be made between employers and individual workers.

The Joint Board of the Cloak, Skirt, Dress, and Reefer Makers' unions, New York, N. Y., makes two agreements. The current

agreements bear the same date, July 16, 1924. One is with the Merchants Ladies' Garment Association, composed of merchants or jobbers who employ manufacturers to make garments for them. In it the association agrees to prevent members giving work to non-union manufacturers under penalty of fine or expulsion. Other provisions are as follows:

Second. * * * The term "manufacturer" within the meaning of this agreement comprises all types of employers producing garments on their own premises, including manufacturers who produce garments from their own material, "sub-manufacturers" who cut and make up garments from goods delivered or sold to them by the merchant or "jobber," and "contractors" who make up garments from goods delivered to them in cut form.

A "union shop" within the meaning of this agreement is one that employs at least 14 machine operators and a corresponding number of employees in other branches of the work and is operated under a contract with the union. With respect to establishments conducted directly by members of the association a "union shop" is one that employs none but members in good standing of the union to perform all operations in connection with the production of the garments, observes the union standards hereinafter enumerated, and complies with the other requirements above set forth.

Third. For the purpose of carrying the provisions of the above clause into effect the union shall immediately submit to the association a list of all manufacturers who are operating under contracts with it and shall at least once in every week notify the association of all changes in and additions to the list.

The association shall immediately furnish the union with a full list of the manufacturers with whom its members deal * * *. Such list shall be corrected and supplemented every week.

Fourth. No member of the association shall give work to a new manufacturer or order or purchase goods from him before ascertaining from the association that such manufacturer is in contractual relations with the union.

Seventh. (a) No member of the association shall order or purchase garments from any manufacturer whose workers are on strike, nor shall any member of the association make or cause to be made any work for any person against whom the union has declared a strike until such strike in each case has been fully settled.

Eighth. No member of the association shall send out cut goods to contractors unless he operates an inside shop.

Ninth. Each member of the association shall be responsible to the members of the union for the payment of their wages for work done by them on garments made by submanufacturers for such association member, provided that such liability shall be limited to one full week's wages in every instance.

Eleventh. The association shall cooperate with the union in establishing and maintaining an unemployment insurance fund for the benefit of the members of the union. The fund shall be made up by contributions from the manufacturers and the union or individual members of the union; the contribution of the employers to the unemployment insurance fund shall be equal to 2 per cent of the weekly pay roll and that of the workers to 1 per cent of their weekly wages. The fund shall be administered jointly under proper rules and provisions to be agreed upon by the parties.

Twelfth. An appropriate label shall be adopted by the joint board of sanitary control to designate that the garments carrying the same have been manufactured under proper sanitary surroundings. The joint board of sanitary control shall furnish such labels at cost to manufacturers conducting union shops. Each member of the association obligates himself to handle or deal in no garments that do not bear this label.

Thirteenth. All complaints, disputes, or grievances arising between the parties hereto involving questions of interpretation or application of any clause of this agreement or any acts, conduct, or relations between the parties or their respective members, directly or indirectly, shall be submitted in writing by the party hereto claiming to be aggrieved to the other party hereto, and the manager of the association and the manager of the union, or their deputies, shall in the first instance jointly investigate such complaints, grievances, or disputes and attempt an adjustment. Decisions reached by the managers or their deputies shall be binding on the parties hereto.

Should the managers fail to agree, the question or dispute shall be referred to a trial board, consisting of one member from each organization party hereto and

a permanent umpire, to be known as the "impartial chairman" in the industry. Such impartial chairman shall be selected by the parties hereto in conjunction with the Cloak, Suit, and Skirt Manufacturers' Protective Association and the American Cloak and Suit Manufacturers' Association, within two weeks from the date of the execution of this agreement. Should the said parties fail to agree upon a choice of such impartial chairman within the said period of two weeks, the advisory commission appointed by the Governor of the State of New York and consisting of Messrs. George Gordon Battle, Herbert Lehman, Arthur D. Wolf, Lindsay Rogers, and Bernard Shientag, shall, upon the request of either party hereto, appoint such impartial chairman.

Each case shall be considered on its merits, and the collective agreement shall constitute the basis upon which the decision shall be rendered. No decision shall be used as precedent for any subsequent case. Should the said umpire resign, refuse to act or be incapable of acting, or should the position of umpire become vacant for any cause or reason, the parties hereto shall immediately and within five days after the occurrence of the vacancy or the refusal or inability to act designate another person to act as umpire, and in the event of the failure or inability of the parties to make such selection within the period of said five days the advisory commission appointed by the Governor of the State of New York, hereinbefore referred to, shall, on application of either party, summarily appoint such umpire. In the event that the commission shall cease to function, then the Supreme Court of New York County on application of either party shall summarily appoint such umpire under the provisions of the arbitration law of the State of New York or otherwise.

The second agreement of the joint board is with the Industrial Council⁶ of the Cloak, Suit, and Skirt Manufacturers' Protective Association, which is composed of those members of the association who deal collectively with the unions. This second agreement contains all the above provisions and also the following:

Nineteenth. No overtime work shall be exacted or permitted in the manufacture of cloaks and suits between November 15 and December 31, nor between May 1 and July 15. Manufacturers engaged in special lines, such as the manufacture of skirts, pile fabrics, linens, and summer goods, shall have the right to establish periods different from those above stated, according to the demands of their business, provided that such periods in all cases do not exceed eight months of the year.

In the seasons in which overtime is permitted such overtime shall not exceed 10 hours in any week nor 2½ hours in any day and shall be restricted to the first five working-days of the week. Additional overtime shall not be permitted except in cases of emergency, and then only with the consent of the union.

Twentieth. * * * All operators, finishers, and piece tailors shall be paid at the rate of time and one-half for overtime. All other classes of workers for whom the last agreement provided that double time shall be paid for overtime shall receive that rate under this agreement.

Twenty-first. All workers shall be paid for the following legal holidays, to wit: Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and for one-half day of election day. And such holidays shall be observed.

During the week in which a legal holiday occurs employees working less than a full week shall be paid for the holiday pro rata for the hours worked.

Twenty-second. No contracting or subcontracting within the shop shall be permitted. No work shall be given to workers to be made at home.

Twenty-sixth. Should there be a shortage of labor in the industry, and the union unable to supply the employers with workers, the employers may engage apprentices to make up the deficiency. The wages to be paid to such apprentices, as well as the conditions and regulations under which they shall work, shall be determined between the union and the association when such emergency arises.

Twenty-seventh. The employer may discharge his workers for causes such as incompetency, misconduct, insubordination in the performance of his work, breach of reasonable rules to be jointly established, soldiering on the job.

⁶Or Industrial Branch, as it is called in the agreement.

Thirty-first. No member of an employing firm or foreman thereof shall do cutting if such firm employs no cutters. If a member or foreman of the firm not employing cutters is found to do the work of a cutter, such firm shall become liable to and pay to the union a sum equal to the minimum weekly wage scale of cutters, i. e., \$44 for each of such violations of this agreement.

Some provisions appearing in the agreement of the Underwear and White Goods Workers' Local No. 62 and Cutters' Local No. 10 with the Cotton Garment Manufacturers of New York (Inc.), March 26, 1923, and not mentioned heretofore are the following:

Second. Only such members of the association shall be considered parties to this agreement, entitled to its benefits, and bound by its terms as shall have and continue in their employ members in good standing of the union to the extent of at least 30 per cent of the total number of their employees eligible for union membership. Members of the association not complying with this condition shall not be deemed parties to this contract for any purpose whatsoever.

Fourth. All piece prices shall be settled between the employer and a price committee of not less than three nor more than five chosen by the employees in each establishment and representing, as far as possible, different branches of the work. The prices of new styles shall be adjusted within two days; otherwise the workers shall not be required to do the work. Should a dispute arise between the employer and the price committee the same shall be adjusted on the basis of a test to be made by an average experienced operator selected by the employer and the price committee and conducted under the direct supervision of the association and the Local Union No. 62. Any employee who has been working at least two months in the factory shall be eligible to make such test. The prices so adjusted shall be paid as of the commencement of the work. A list of all piece prices shall be made and posted in a conspicuous place in the factory. A record shall be kept in a notebook to be furnished to the workers by the employer, wherein the lot numbers of the work delivered and prices to be paid therefor shall be entered. If there should be no price committee in a factory, the union shall have the right to investigate such factory for the purpose of ascertaining whether the provisions of this agreement with respect to wages are lived up to, and to cause the election of a price committee as above provided. When an employer has declared his intention of having certain work made on a particular machine and he and the price committee can not agree upon the price to be paid for such work, and the manufacturer refuses to permit the price to be fixed by test as provided for in this paragraph, the manufacturer shall not have such work made on different machines or by outside contractors, the intention of this provision being that the method of test hereinabove provided shall not be evaded, and no methods resorted to in order to coerce workers to reduce prices.

Eighth. Overtime shall be limited to six hours per week and shall be paid to piece and week workers at the rate of double time.

Twelfth. * * * In any factory wherein the workers who are members of the union constitute at least 60 per cent of the total number of employees eligible to membership the managers of the parties hereto shall direct that all the workers become members of the union, as a condition of the continuance in the employ of the manufacturer, except in extraordinary cases approved by the grievance board. No cutters and assistant cutters shall hereafter be employed unless they are members in good standing of Local No. 10, and not later than January 1, 1924, all of the cutters and assistant cutters shall * * * be members in good standing of Local No. 10.

Thirteenth. A worker shall be considered a learner during the first seven months of his or her employment.

Twentieth. Each of the parties hereto shall forthwith appoint four representatives, and the eight persons so appointed shall constitute a board to be known as the grievance board for the hearing and determination of all claims arising hereunder between employer and employees or between the parties hereto. The determination of said board in all matters shall be conclusive upon the parties hereto. Should the members of the board fail to agree, the matter in dispute shall be submitted for determination to three persons, one appointed by the association, one by the union, and the third or umpire, to be chosen by the said

appointees of the parties hereto. The determination of any two of such three arbitrators shall be binding upon the parties hereto.

It shall be the duty of the grievance board to enforce compliance with the terms of this contract.

MEN'S CLOTHING WORKERS

There are three unions of workers engaged in the manufacture of men's clothing. Their agreements have several matters in common. Thus nearly all are for a period of one year and call for a union shop, a 44-hour week, an overtime rate of time and a half, controversies to be first taken up by the shop chairman and the employer and arbitrated when necessary, an equal distribution of work during the slack season, a weekly pay day, prohibition of individual agreements with employees, and pay for certain holidays.

The Amalgamated Clothing Workers of America have no standard form of agreement. The unions make agreements individually or jointly with individual employers or associations of manufacturers in the same city, according to circumstances. The agreements vary greatly in length and contents. The following extracts are taken from a standard agreement used in Philadelphia by the joint board with individual manufacturers.

1. The firm agrees to employ none but members of the union, and such workers * * * must secure working cards from the union office before beginning to work. If the union can not furnish additional workers when needed, the firm shall be privileged to secure such workers, who if not members of the union shall become members and secure working cards from the union office.

3. No worker shall be discharged without cause. Consent to discharge shall be given by the union representative if he should be convinced that the cause for discharge is justified.

5. No overtime shall be performed without the consent of the union representative.

7. * * * No subcontracting system shall prevail in the shops of the firm and no individual agreements or contracts be made with any of the clothing workers.

8. The firm agrees that no work shall be made in any of its shops for any firm or manufacturer against whom a strike may be on.

9. * * * A union representative shall have access to * * * the shops of the firm at all times for the purpose of making investigations with reference to the sanitary conditions and also as to whether the provisions herein contained are complied with.

10. * * * Matters in dispute either between the workers in the shops and the firm or its representatives or between the union and the firm shall be adjusted amicably. In no case shall a stoppage of work be effected before all efforts for a peaceful settlement * * * are exhausted.

11. No work shall be sent by the firm to any outside contractor unless said contractor maintains a union shop in accordance with the terms of this agreement. The firm shall furnish the union a list of all contractors now making work for the firm. No additional contractor shall be given work by the firm without the consent of the union.

12. * * * In the event any of the contractors fail to pay wages due to members of the union the firm shall pay all such wages due for work performed on garments of the firm.

The United Garment Workers of America have a short standard form or label agreement between the national organization and individual manufacturers, from which the following extracts are taken:

1. All employees engaged in the manufacture of garments for the party of the first part shall be not less than 16 years of age and must be good-standing members of the party of the second part.

2. All proper sanitary conditions shall be observed in all shops manufacturing goods for the party of the first part, who agree to comply with all the requirements of the State laws relating to workshops.

4. Garments shall be manufactured in shops equipped with mechanical power, owned and operated by party of the first part.

6. The said label shall be in charge of a member designated by the party of the second part, employed in said shop, who shall keep an account of same. The label shall at all times be considered the property of the party of the second part, and all labels on hand shall be returned to said party immediately upon notification that the privilege to use the same has been withdrawn.

7. The party of the first part agrees to pay for the use of labels that have been sewed in garments in the process of manufacture only at the rate of \$3 per thousand labels.

8. The party of the first part shall abide by the union conditions observed in the respective branches of the trade.

9. Should any difference arise between the firm and the employees, and which can not be settled between them, the said differences shall be submitted to the general officers of the United Garment Workers of America for adjustment. Should this not prove satisfactory, the subject in dispute shall be submitted to an umpire to be mutually selected for final decision.

The following extracts are taken from a supplementary agreement of Local No. 228 with a firm in Portland, Oreg., June 4, 1923:

4. Whenever a new garment is introduced or when work is changed on any garment, the firm will ask the price committee for a price on same and will pay the operator's average pay on the work until the firm and the committee reach an agreement.

6. * * * The price committee shall consist of one person from each department. All prices must be reported in detail to Local Union No. 228 and ratified by the same before they are finally accepted.

7. The party of the first part or his representative shall have the right to discharge any of their employees, providing there is just and sufficient cause for such discharge, but the local union is in duty bound to protect its members; therefore the union shall investigate any grievance at once.

11. * * * Each operator will have a definite operation assigned to them, after nine months' service in the factory, and they will be given the same work as long as there is any of that kind in the factory; also a second and third operation will be assigned to each operator, to be given them when none of the first operation is available.

12. When it is necessary to change an operator's work in order to complete rush orders, the work regularly belonging to operators so engaged will not be given to other persons, but be kept for the regular operator on that work; when the firm desires any operator to leave her regular work and work on rush orders, such operators will be paid their average hourly wage; when an operator has no work regularly belonging to her and is offered other work in the factory, she will be paid for such work at the regular piecework rate.

13. When any operator or group of operators are not able to do their work in such quantity as to keep the work moving properly through the factory, an extra operator will be placed upon the work until the surplus work is almost completed; * * * the extra person will be taken off the work in time to leave the regular operator ample work.

16. When new or improved machines are placed in the factory, old operators * * * will be given preference in operating same; if prices agreed upon by the union on new or improved machines do not enable the operator to make as much as on old machine at the old price, prices on the new machine must be raised to cover such deficiency.

17. All prices submitted * * * will be tried out by time work * * * before the piecework rate is paid, and all prices must be ratified by Local Union No. 228 before being finally accepted and paid in Portland.

18. During slack seasons no new employees will be hired and no work will be divided with any employee who has been a member of Local Union No. 228 for less than nine months.

19. Any employee entering the factory who is not a member of * * * Local Union No. 228 must affiliate with said local union within 31 days from the time of entering said employment; any person employed about the factory who is not

eligible to membership in the United Garment Workers of America, but who is eligible to membership in the union of his craft, is required to join said union at their earliest convenience.

22. Where work has been established on a week-work basis in any department, same shall not be changed except with the consent of the local union.

The Journeymen Tailors' Union of America is composed of tailors, cleaners, dyers, pressers, and bushelmen working in the clothing industry. Their agreements are generally short. Extracts from a longer agreement of Local No. 350, Parkersburg, W. Va., effective September 16, 1924, follow:

3. * * * When female apprentices are employed in place of male apprentices, they shall receive the same rate as male.

5. Any employee who has worked at the trade for two years shall be classed as first class. Any employee * * * when promoted to a higher position shall receive \$2 increase every six months until they have reached scale of wages paid.

7. * * * All apprentices are to receive \$1 per week increase every six months until minimum wage is paid.

8. All females working at jobs formerly occupied by males shall receive males' pay, provided they perform equal service as males. No employee shall receive less than their present salary while with the present employer during period of this contract.

9. The parties hereto mutually agree that 44 hours constitute one week's work, and 52 weeks per year, straight salary. * * * Time to be divided as follows: January, February, July, and August, 41½ hours per week; March, June, September, and December, 44 hours per week; April, May, October, and November; 46½ hours per week. Shop to close at noon Saturdays.

10. Any and all overtime to be paid at the rate of time and one-half. Straight time for all legal holidays and all other days that the party of the first part sees fit to observe. Should it be necessary to work on any of stated holidays, payment to be made at double time, and Sunday double time. The factory if closed on account of fires, flood, lack of electricity, shortage of gas, etc., or by Government orders, the employees are to receive no wage during said period providing employer is in no way responsible for shutdown.

14. Party of the second part hereby agrees to furnish party of the first part with a union label for all garments made on the premises by members of the Journeymen Tailors' Union of America.

15. On no section of the work shall there be more helpers or apprentices than there are employees receiving first-class scale of wages.

Two provisions in the agreement of Local No. 5 with the Merchant Tailors and Designers of Chicago, October 1, 1923, appear in a similar form in several agreements, as follows:

No tailors to be discharged in the dull season; that is, during December, January, June, and July.

Team or group work may be used when desirable in each branch of the shop.

Other provisions found are as follows:

ARTICLE 5. Employees shall receive one week's paid vacation, providing they have been in the employ of the firm for a period of one year or more.

ART. 11. In case any member of Local Union No. 34 shall be suspended or discharged and proper inquiry reveals the fact that he or she is not guilty as charged, they shall be paid for all time lost. (Agreement of Local No. 34, Scranton, Pa., April 1, 1923.)

4. * * * Twelve hours to be the maximum overtime on the basis of one week's labor.

6. The National Tailors agree to retain all of their operative force during the dull season, viz, July and August in the spring and summer season and January and February in the fall and winter season, and not to increase or change and to equally divide all work amongst the employees during the inactive period, each employee working the same number of hours.

8. * * * The National Tailors are to have an absolute free hand in the management of their shops, and no opposition is to be met from either the Journeymen Tailors' Union Local No. 11 or employees in adopting new methods of operation, in sectionizing various operations, in installing machinery, etc., all of which tend to increase production, a factor of extreme importance. (Agreement of Local No. 11, St. Louis, Mo., February 1, 1924.)

COOPERS

The Coopers' International Union of North America consists of makers of barrels, kegs, vats, tanks, and the like. Coopers in breweries are frequently members of the brewery unions, but when they are sufficiently numerous to form independent unions these unions generally affiliate with the Coopers' International Union.

Coopers' agreements are generally short and call for a closed shop, a 44-hour week, a weekly pay day, a rate of time and a half for overtime, with double rate on Sundays and holidays, and work to bear the union stamp.

GLASS INDUSTRY

GLASS-BOTTLE BLOWERS

The Glass Bottle Blowers' Association of the United States and Canada is composed of all employees in and around glass-bottle factories. Agreements are made annually by the national organization with the employers in the glass-bottle industry. Agreements are made for the four departments of the industry—machine blowing, stopper grinding, covered-pot furnaces, and tank furnaces—and the wage scale and working rules of each are prepared and issued separately. Generally the work is by the piece. A rate is provided for each kind or part of a bottle blown. The general rules of all groups are similar. Extracts from the general rules and regulations governing the machine department, for the season of 1924-25, follow:

SECTION 1. Operators shall work six days per week on day turn and five nights per week on night turn, making an average of five and one-half days per week except during the months of May, June, July, August, and September.

When working three shifts, * * * actual working time to be seven and one-half hours per shift, with one-half hour for dinner.

Where there are a number of idle competent men in any branch, manufacturers and the committee shall use every effort to arrange for a division of time and work with the idle men.

SEC. 2. Eight hours shall constitute a day's work.

Work shall cease at 12 o'clock noon on Saturdays during the months of May, June, July, August, and September.

SEC. 3. There shall be no Saturday night work.

SEC. 4. When a machine is not in proper working order, or necessary facilities furnished, the operator shall report the same promptly to the factory manager, and if the machine is not put in proper working order or necessary facilities furnished within 60 minutes after such notification, the factory manager shall notify the shop to work the machine day work from the expiration of the hour or lay-off until the next regular time for starting work, which shall be the next half day.

If shop loses 60 minutes or less during the day, men are not to be paid for said time lost. If shop loses over 60 minutes during the day, men are to be paid for all time lost.

SEC. 6. When new ware or new machines are brought into a factory, and they have been worked long enough to be in good working order, it shall be the duty of the manager and the price-list committee to arrange wages and put the machine or press on piecework.

Sec. 7. All journeymen and apprentices shall be compelled to receive their earnings in full in cash every two weeks, and not more than one week's earnings shall remain unpaid when this payment is made. There shall be no deductions made for private accounts or bills against workmen. Apprentices are to be paid in full their proportion of wages every pay day under the rules.

Sec. 8. * * * Apprentices are to be taken during the season of 1924-25 at the ratio of 1 apprentice to each 10 journeymen steadily employed.

Sec. 9. Firms who * * * reduce the number of their journeymen must also reduce the number of their apprentices in the proportion to the journeymen employed at the time of reducing their working force, so that they at all times shall be within the requirements of the rule.

Sec. 10. If from any cause an apprentice leaves the trade, he can not be duplicated, but should he die during the first year of his apprenticeship the firm may duplicate him during that season only.

Sec. 12. Any operator holding a regular place and desiring to quit work must give notice to the manufacturer and then work five consecutive days immediately in his regular place. Manufacturers desiring to discharge operators must give them the same notice with the same rights.

Sec. 21. * * * When workmen are to be hired, they shall be members of the Glass Bottle Blowers' Association.

Sec. 23. Operators are permitted to enter the packing room before starting and after stopping work, on the day or night turn or during the regular stopping times, for the purpose of inspecting or looking after ware made by their shops, but must not remain in the packing room after such inspection has been made.

Sec. 25. Journeymen or apprentices shall not be permitted to work more than one shift in 24 hours.

Sec. 26. Operators shall not be discriminated against or discharged for carrying on the work of the Glass Bottle Blowers' Association.

Sec. 27. No operator shall be allowed to carry blanks or molds to or from the ovens.

Sec. 28. Continuous production is agreed to, but each operator shall take a vacation of two consecutive weeks between June 15 and September 15, time to be arranged between the factory committee and the superintendent.

Sec. 32. All information wanted in regard to the intent or meaning of the rules, regulations, and prices shall be referred to the president of the Glass Bottle Blowers' Association, whose decision in all such cases shall be binding unless said decision is reversed by the joint wage preliminary conference in the case of a protest.

A manufacturer desiring to protest against a decision of the president shall serve notice in writing on the branch in his locality of his intention to protest and shall also notify the president of both the Manufacturers' and the Glass Bottle Blowers' Associations of the protest, which notice shall contain all information necessary for a proper review of the case protested. Said notice shall be served not later than 30 days prior to the first day of the preliminary conference.

Protests on decisions made between April 1 and July 1 shall be reviewed at the final conference with notice as above stated, to be served not later than July 25.

The following extracts are taken from the tank-furnace agreement, season of 1924-25:

SECTION 14. * * * It is understood that where there are a sufficient number of competent idle men, and the branch so requests, every effort shall be made by the manufacturers to employ three shifts.

Sec. 18. No factory is to be stopped for the purpose of permitting the workmen to attend the funeral of a deceased member, but branches may appoint pallbearers or a suitable committee to attend funeral.

Sec. 32. An apprentice shall serve not more than four years, consisting of 40 working months, from date of being put in to blow. Said apprentice shall receive not less than 75 per cent of journeymen's wages. No loss of time shall be charged against the apprentice unless the time so lost can be reasonably attributed to him.

WINDOW-GLASS WORKERS

The National Window Glass Workers' Association is composed of window-glass blowers, gatherers, cutters, and flatteners. The associ-

ation makes a national agreement yearly with the National Association of Window Glass Manufacturers. The following extracts are made from the agreement effective September 15, 1924:

SECTION I, ARTICLE 26. Manufacturers shall deduct from the earnings of all members of the National Window Glass Workers working for them 2 per cent of the amount earned for dues to the National Window Glass Workers and shall within 10 days after each and every settlement present check for the full amount to the chief preceptor, payable to the secretary of the National Window Glass Workers, together with the names, amount earned, and the amount paid by each member during said period, same to be forwarded by the chief preceptor to the national secretary. No debt of any kind that a member contracts shall prevent the deduction of this 2 per cent, and any manufacturer who overpays or fails to deduct and forward said money for dues shall be liable to the National Window Glass Workers for the payment of same whether the member has anything due him or not. This also applies to entire earnings of boss cutter and boss flat-tenters. All bills to be presented weekly with the amount earned.

ART. 28. In case disputes arise concerning poor glass the blower and gatherer shall be required to work at list wages unless released by the manager or chief preceptor, except that this shall not apply to stony glass, in which case the manufacturer shall pay an average day's wages if he insists on having the glass worked.

ART. 29. Forty hours shall constitute a week's work for the blowers and gatherers. The following system may be adopted when locals so decide: In order to do away with the 4 o'clock shift on Saturday morning, the midnight shift shall produce a full day's work, the day shift starting at 8 o'clock and working until 12 noon. The 4 o'clock shift finishes work for the week at midnight Friday night. All work ceases on Saturday at 12 o'clock noon.

No more than five hours shall be worked consecutively without at least 30 minutes tempo being taken.

ART. 30. The president and executive board of the National Window Glass Workers shall have the privilege at any time during the operative period of this agreement to place a checker in the plant of any company in which they see fit to do so. Said checker shall have the privilege of making a record of all glass cut and packed at said plant.

ART. 31. All manufacturers signing or authorizing the signing of this scale hereby agree to bind themselves to comply with the usages and working rules of the National Window Glass Workers, which shall be printed for the use of both parties.

ART. 33. All manufacturers signing this scale hereby bind themselves and those they represent to and with the National Window Glass Workers that they will not, either by themselves or any officer, stockholder, representative, or other authorized person, sign any other scale or agree to pay any other scale of wages than the scale provided herein, and for any violation of this the president of the National Window Glass Workers shall, upon being satisfied of the violation, notify the company or firm that they have canceled this scale to such manufacturers, and all members of the National Window Glass Workers employed by such manufacturers shall cease work.

SEC. III, ART. 18. No member or local when a difficulty arises shall have the right to cease work or pull pipes without the authority or permission of the national president or executive board through the local council.

HOTEL AND RESTAURANT EMPLOYEES

The Hotel and Restaurant Employees' International Alliance and Bartenders' International League of America is composed of cooks, waiters, soft-drink dispensers, kitchen girls, porters, call boys, pantry help, and general help in hotels, restaurants, cafeterias, and ice-cream parlors, and at lunch counters, soda fountains, and the like. Generally one local includes all groups, but in the larger cities there are locals comprising members engaged in one line of work only. Usually the agreements call for a union shop, a 6-day week, a weekly pay day, overtime rate of time and a half, 8 hours' work to be done in 10

hours, no strikes or lockouts, arbitration of disagreements, and only two working partners in an establishment, and include scales for short shifts, parties, banquets, holidays, conventions, celebrations, and helpers and extra help of various kinds. The employer must furnish meals.

The following provisions are taken from the agreement of Locals Nos. 106, 107, and 167, Cleveland, July 15, 1924:

Nine hours to constitute a day's work, the same to be worked within a period of 13 consecutive hours. * * *

Adequate and sanitary locker facilities shall be provided and maintained by the management of each establishment. * * *

A clean and otherwise sanitary place must be provided by the management where waiters only may eat their meals. The management must provide clean, wholesome, and palatable food at all times, and the waiters shall have their choice at each meal of at least one roast and one entrée with an additional fish entrée on Friday and other fast days which are generally observed, and said entrée or roast, including soup, potatoes, one vegetable, coffee, tea, or milk, bread, butter, and one dessert, will be considered a meal. No one kind of roast or entrée shall be served to the waiters more than once in four consecutive days. In any establishment where the employer fails to comply with this agreement and arbitration fails to clear the matter, the management will, on presentation of a petition signed by two-thirds of the waiters employed, abolish the serving of meals to waiters and pay 75 cents in lieu of every meal, in addition to their wages. * * *

Waiters shall not be required to do so-called porter work, such as oiling tables, sweeping, washing of silver or glasses, or cleaning of vegetables or the handling of chairs and tables. * * *

Where special uniforms are required they shall be such as can be used for street wear or for regular service at any other establishment. * * *

The agreement provides that waitresses shall not sweep or mop floors, wash dishes or silver, mirrors, windows, or coffee urns, clean fruits or vegetables, make salads, count or put away silver when off duty, or be held responsible for loss of steak knives or any articles used in service, or for breakage.

Waitresses' standard uniforms for all kinds of waitress work shall be plain white tailored waists and large apron either gored or gathered. * * *

Any houses closing voluntarily on a holiday shall pay their cooks for the day closing.

The chef shall have full jurisdiction over the kitchen, and if any cook is discharged he shall be paid immediately.

The following provisions are taken from the agreement of Local No. 69, Galveston, Tex., May 1, 1924:

3. Ten hours to constitute a day's work for all employees except women.

4. * * * Double time for all time over 10 hours in one day.

5. The proprietors to have the right to arrange the hours to suit themselves, each employee, however, to complete the day's work inside of straight 14 hours, with permission of one split, with the exception of night watches, which are to start not later than 10 o'clock p. m. and work straight time.

IRON, STEEL, AND TIN WORKERS

The Amalgamated Association of Iron, Steel, and Tin Workers of North America is composed of all men working in and around rolling mills, tin mills, steel works, chain works, nail, tack, spike, bolt, and nut factories, pipe mills, and works run in connection therewith. The association makes an annual agreement with manufacturers, known as the western scale of prices. The scale is very lengthy and detailed. The memorandum of agreement preceding the 1924-25 scale reads, with a few slight omissions, as follows:

* * * The following scale of prices, based upon the actual sales and shipments of iron or steel, as arranged for in conferences, shall govern the wages of the several departments as herein stated commencing July 1, 1924, and ending June 30, 1925.

* * * When a scale or scales are signed in general or local conferences, said scales of contracts shall be considered inviolate for that scale year, and should the employees of any departments (who do not come under the above-named scales or contracts) become members of the Amalgamated Association during the said scale year the Amalgamated Association may present a scale of wages covering said employees, but in case men and management can not come to an agreement on said scale same shall be held over until the next general or local conference, and all men shall continue work until the expiration of the scale year.

However, should any of said employees be discharged for joining the Amalgamated Association or for practicing legitimate union activities, said discharges shall be considered a grievance of the whole in accordance with section 2.

* * * Where local scales affecting other departments are under consideration and negotiation, all men will continue work until a settlement has been reached or negotiations formally discontinued unless it shall be apparent that there is intentional delay in settlements.

It is further agreed that no scale shall go below the base price named on the rate selected.

No. 1. Whenever deviations from the western iron scale signed for by any manufacturer and the Amalgamated Association are made, and evidence is produced to prove it, the Amalgamated Association and manufacturers agree to make every effort to correct the same, provided the trains and furnaces are similar, but if the deviations continue to be tolerated by the Amalgamated Association all other mills shall receive the same. All manufacturers and workmen governed by this scale hereby agree not to make any deviations from the scale agreed to.

No. 2. In case of a grievance arising at any mill there shall be no cessation of work by men until the same has been investigated through the proper channels and has been finally passed upon by the district executive committee of the Amalgamated Association.

No. 3. All men under the jurisdiction of the Amalgamated Association shall be paid out of the office, provided full data be furnished the company as to details. The Falcon Tin Plate Co. system of pay days to be in effect except where present semimonthly system is mutually satisfactory. This not to apply where straight two-week or weekly pays now prevail.

No. 4. * * * When improved machinery or methods of operation are introduced into mills, thus increasing the output and reducing the work of the men, there shall be a readjustment of the scale governing such work.

* * * When and where misunderstandings arise as to the proper interpretation of any part of this agreement, the proper official or officials of the association with the local committee shall first discuss the matter with the management before any rulings on same are rendered. * * * Pending such investigation and discussion, there shall be no cessation of work by men affected.

LAUNDRY WORKERS

The Laundry Workers' International Union includes all employees in custom laundries. The agreements provide for a union shop, an eight-hour day, time and a half for overtime, and a method of arbitrating differences.

The following extracts are taken from the agreement of Local No. 26, San Francisco, June 18, 1923:

Ninth. Women markers, washers, and distributors must be paid the same rate of wages paid to men employed on the same work.

Tenth. Markers, distributors, washers, and wringers shall be known as Branch No. 1. All others shall be known as Branch No. 2. No member of Branch No. 2 shall be allowed to classify work which requires the reading of marks.

Eleventh. The proportion of apprentices in the marking and distributing room shall be at the ratio of one apprentice to every five journeymen in each laundry. No apprentice to be allowed in the washhouse. Apprentices must not

take the place of journeymen. Helpers in the washhouse when doing journeymen's work shall receive the same rate of wages paid to journeymen employed on the same work.

Twelfth. The term of apprenticeship in Branch No. 1 shall be 18 months.

The party of the second part agrees: * * * (b) That [it] will not call any strike of its members in sympathy with other organizations or labor unions unless sanctioned by the San Francisco Labor Council, and that its members will faithfully perform their various duties toward the laundry employing them under this agreement to their best ability.

The agreement of Local No. 64, Brockton, Mass., June 1, 1923, includes the following:

ARTICLE I. Forty-eight hours shall constitute a week's work with 50 hours' pay.

ART. III. * * * All work done Saturday afternoon shall be paid for at the rate of double time.

ART. IV. All overtime shall be paid for at the rate of double time.

ART. V. * * * Holiday work to be paid for at the rate of double time, and under no circumstances shall a member be compelled to work Labor Day.

ART. IX. One apprentice to be allowed for every 20 hands. Apprenticeship to last four weeks.

LEATHER WORKERS

The United Leather Workers' International Union of America is composed of persons employed in the production or transportation of leather or by-products thereof. The agreements of the unions generally call for a union shop, a 44 or 47 hour week arranged so as to give a Saturday half holiday, time and a half for overtime and double time for holidays, no piecework, and an arbitration committee.

The following extracts are taken from the 1924 agreement of Local No. 32, with the leather-goods manufacturers of Boston:

ARTICLE IV. Forty-four hours shall constitute a week's work. No work to be performed on Saturdays during the months of May, June, July, and August. During those four months the hours shall be from 7.45 a. m. to 12 m., and from 12.45 p. m. to 5.30 p. m., with the exception of Fridays, when work shall cease at 4.30 p. m.

ART. IX. Goods made by union help must bear the union label.

ART. XIII. Three apprentices to be allowed to every 10 experienced workers. New workers shall be apprentices for six months, then be considered second-class workers. After the next six months they shall be considered first-class workers if approved by a committee of the union and the association.

ART. XVI. In dull seasons all work shall be equally divided among all employees in the productive department of the same branch of work.

ART. XIX. Equal pay for same kind of work regardless of sex.

ART. XX. Not more than two employers or shareholders or foremen not members of the union [shall] be allowed to work on the productive part of the business. Only one foreman to be allowed to each department.

LONGSHOREMEN

The International Longshoremen's Association includes laborers engaged in loading and unloading all shipping along the water front and railroad cars on docks, piers, or in marine warehouses; clerks and mechanics doing work in connection with the same; grain elevator employees; and men engaged in cotton compresses and warehouses. In the larger Atlantic and Gulf ports the agreements are made between the unions representing the various classes of work and the United States Shipping Board and representatives of the

shipping interests. There is a marked similarity between the agreements for like work at the different ports.

Generally the agreements are made for one year, call for the employment of union men only, 44 hours per week for six months (May to October), and 48 hours during the remainder of the year, and specify rates for overtime work and the wages to be paid weekly. Disputes are generally to be adjusted by a committee of four (two representing each side), with the aid of a fifth man when a majority of the four are unable to agree.

The following provisions relating to loading and unloading of ships are taken from the agreement between the locals at Boston and the United States Shipping Board Emergency Fleet Corporation, deep-water steamship lines, intercoastal lines, and contracting stevedores, effective October 1, 1924:

ARTICLE III. When union men are employed on steamers, sailing vessels, and lighters in the harbor, loading and discharging cargo, they shall be paid from the time they leave the wharf until return to same. * * * Men not to be paid for meal hours unless they work. If men supply their own meals, 80 cents per meal to be allowed by the employers.

ART. V. No members of locals shall work with sailors running winches or handling baggage or cargo, to the exclusion of union men, unless union men are not available, but the stewards may handle stateroom baggage. When men do not return to work it is left to the discretion of the employing stevedores to fill their places as best they can.

ART. VI. It is understood that so far as possible only baggage and mail be handled on Labor Day and Christmas Day after 5 p. m. on Christmas Eve.

ART. VII. Providing it does not conflict with Article XVII of the working rules, men shall be hired in regular gangs before 5 p. m. on Saturdays, when required to work on Sundays, and before 5 p. m. on the eve of all holidays, excepting Saturdays, during the months of October, May, June, July, August, and September, when the time shall be 11 a. m. * * * In emergency cases of wrecked or stranded vessels, men are to be hired at any time.

ART. XVI. When men are knocked off 15 minutes or less after the hour, they shall be paid for one-quarter of an hour; if knocked off 16 minutes after the hour, and not more than 30 minutes, they shall be paid for one-half an hour; if knocked off 31 minutes after the hour and before 45 minutes, they shall be paid for three-quarters of an hour; and if knocked off 46 minutes after the hour, they shall be paid for one hour.

ART. XVII. Minimum number of men in gangs shall be 17. Employers to have the right to judge how all men are to be distributed.

This clause does not apply to any cargo discharged into or from lighters or directly into or from cars, nor to any cargo handled by an electric magnet, nor to sailing ships, in all of which cases the number of men shall be left to the stevedores' discretion.

The weight of the loads in all cases to be left to the stevedores' discretion. Any abuse of this clause shall be immediately reported to the standing committee of the employers.

Articles III and IX of the wage scale read in part as follows:

ARTICLE III. * * * There shall be no work performed during the meal-hour period, but if through necessity the men are compelled to work they shall receive double the prevailing rate of pay until relieved. Men to be paid a minimum of one hour for any fractional part of the first hour and actual time worked after the first hour.

ART. IX. When rubbers are required for handling wet cargo, leather hand pads or gloves for handling barbed wire, they shall be provided by the stevedore or company.

The following provisions relating to loading and unloading of vessels are taken from the agreement between the locals at Orange, Beaumont, and Port Arthur, Tex., and the United States Shipping Board,

the Master Stevedores' Association of Texas, and contracting stevedores in the places named, October 1, 1924:

Damaged cargo

Damaged cargo on vessels in distress, or where fumes, smoke, or obnoxious odors are present, to be shifted, discharged, or otherwise handled, shall be paid for at double-time rates applicable to class of cargo handled, but all undamaged cargo, whether in same compartment or not, shall be paid for at regular rates. In case of dispute as to what shall constitute damaged cargo the matter shall be referred to the grievance committee, whose decision shall be final.

Number of men per gang

The stevedore shall have the right to determine the number of men employed in each gang or working at each hatch, but the number of men at present employed at the various ports shall remain the same, except where hatchway is to be filled or other places not reached by an open hatch. The stevedore shall also have the right to shift the men from hatch to dock and from dock to hatch.

* * * There shall be no stoppage of work or lockout under any circumstances. * * * In case of dispute as to interpretation of this contract or any working rules agreed to in connection with this contract there shall be no cessation of work, and the case shall be referred to the grievance committee, composed of two representatives of the shipping and stevedore interests, two representatives of the organizations, and a neutral chairman acceptable to both sides.

The longshoremen's associations guarantee the full observance of this contract by the individual members of the association.

The employers also pledge themselves to the faithful performance of their obligation under this contract. No rule or rules affecting in any way the cost of labor or the working of ships shall be adopted by either party of this agreement * * * except by mutual consent.

Working rules

RULE 12. Handling coal in bunkers on fire, when smoke or fumes are present, shall be paid for at double the awarded rate for coal work.

RULE 16. Longshore gangs shall consist of not less than 14 men, the foreman to use his judgment in placing the men; not less than 6 men to be employed in the hold; however, in rigging up vessels preparatory to loading or discharging, where a full gang will not be needed, the stevedore may employ any amount of men sufficient to rig up such vessels.

RULE 17. Case oil gangs shall consist of 22 men and a foreman when loading with spiral conveyor, 18 men and a foreman when loading with whips, men to be placed as foreman sees fit.

Cotton work

Stowing cotton by hand.—Two hundred forty bales shall constitute a day's work for a gang of five men.

Stowing cotton with tools.—Stowing 105 bales shall constitute a day's work for a gang of five men.

The following extra-rate provisions are taken from the agreement of Locals No. 874, commercial checkers, and No. 975, steamship clerks, with the United States Shipping Board, deep-water steamship lines, and contracting stevedores, of New York City and vicinity, October 1, 1924:

8. Double time shall be paid when checking or tallying ammunition or explosives down the bay; time to start from the time of leaving the pier to their return to same; meals as covered by longshoremen's agreement.

11. All checkers or tallymen working on cargo damaged by fire or water, when working under distress conditions, shall receive double the prevailing rate.

12. Checkers or tallymen working offshore or tallying from dock into ship on cargo calling for double time under the longshoremen's agreement shall be compensated for double time under the conditions specified in such agreement.

MEAT CUTTERS

The membership of the Amalgamated Meat Cutters and Butcher Workmen of North America consists of workers (except the office force) connected with slaughtering and packing establishments, sausage workers, and meat cutters in shops. Generally there is but one union in a town, and the agreement covers the three classes of workers mentioned, though in a few cases there are separate agreements for each. Agreements are generally made with individual employers, call for a union shop and rate of time and a half for overtime, prohibit work on Sundays, and provide for a union card to be loaned to the employer and to be displayed by him in the market where it can be readily seen. It is agreed that members generally are not to work over eight hours a day in slaughterhouses or over nine hours a day in shops, or before 7 a. m. or after 6 p. m., except on Saturdays when work is to end at 9 p. m.; on holidays the shops must close at 9 or 10 a. m., and on days preceding holidays may remain open until 9 p. m. An apprentice is usually allowed for three or five journeymen. Employees are to keep counters, blocks, and the floor behind the counter clean and sanitary at all times.

The following extracts, from the agreement of Local No. 88, St. Louis, September 1, 1923, are of interest:

SECTION 5. The men shall be furnished by the firm for each week with six aprons, two coats, and one cap cover if caps are to be worn. Help-outs must be furnished with sufficient aprons, coats, and cap covers to insure neat appearance.

SEC. 9. It shall be deemed a breach of contract for any person other than a classified meat cutter to sell, cut, or wrap up meats.

SEC. 10. All meat cutters must be polite and courteous to the trade, must keep blocks, counters and themselves and their attire in a sanitary condition at all times.

The following excerpts are from the agreement of Local No. 115, San Francisco, August 26, 1924:

SECTION 7. Employees employed as wrappers, handling knife, or performing other duties other than wrapping any portion of time shall become members of this union.

SEC. 8. Delicatessen stores handling fresh meats shall observe the same hours as meat markets, and delicatessen wishing to remain open after meat markets are closed must partition off or inclose meat department.

The agreement of Local No. 1, Syracuse, N. Y., December 1, 1923, contains the following closed-shop provisions:

ARTICLE 8. It is further agreed that the party of the second part will not be required to work with nonunion men of any craft doing work for the proprietor in the market in which he is working.

ART. 9. Union meat cutters will not be required to sell nonunion sausage products of any kind, the preference of purchase to be granted to local industry * * *, as far as practicable. This article proposed and adopted by the Master Butchers of Syracuse and accepted by this union in the interest of home industry.

METAL TRADES**BOILER MAKERS**

The International Brotherhood of Boiler Makers, Iron Ship Builders and Helpers, of America includes in its membership workers making boilers, grates, and fire doors; doing all iron work connected with the making of iron ships, iron tanks, vats, standpipes, water

towers, furnaces, roasters, converters, and stacks around mines, mills, and smelters, heaters, manufacturing and power plants, water-wheel and turbine work; and running welding, riveting, punching, and shearing machines, flangers, and drill presses. The members are formed into locals, and the locals of a city are united into lodges. Railroad workers are grouped into railroad lodges and generally affiliate with other railroad crafts. Generally the agreement calls for a union shop, an eight-hour day, foremen to be members of the union, wages to be paid weekly, and double time for overtime work.

The following extracts are taken from the working rules of Lodge No. 83, of greater Kansas City, effective January 29, 1923:

ARTICLE IV. On any outside work job where three or more members are employed they shall immediately select one of their members to act as steward until the same has been confirmed by the business representative or another appointed in his stead. * * * Members so elected by the members on the job or appointed by the business representative shall be compelled to serve unless excused for good and sufficient cause.

* * * The steward shall represent the lodge on the job where he is employed, help to enforce the laws of our brotherhood and Lodge 83, examine the cards and due books of all members on first starting to work and once a week or more often if he deems it necessary * * *. Collect all indebtedness of the member due the lodge and turn same over to the secretary on or before the next regular or special meeting. The steward in conjunction with the business representative shall take up the complaints and grievances and help to adjust same. He shall report to the lodge all infractions of the laws of this lodge by any member working on the job of which he is steward. No extra compensation shall be paid to a journeyman while acting as steward. He shall take care of injured members and accompany them to their homes or hospital without loss of time. He shall always while working carry a copy of these working rules. In case a member is killed on any job all members of that job shall lay off the balance of the day and the day he is buried. He shall perform such other duties as the lodge or business representative in consonance with our laws may direct.

It shall be the duty of all members starting to work on a job to report to the steward before starting.

ART. V. * * * No work shall be performed on Labor Day or Christmas Day except in serious emergencies affecting life or property; in such cases three hours for one shall be paid.

ART. XI. When the employer or his representative furnish board and sleeping quarters for the men they shall furnish clean and comfortable sleeping quarters and palatable food and shall not charge more than \$7 a week for board and lodging.

ART. XIII. When members of this union are called upon by the international brotherhood to protect union principles or change jurisdiction claims, it shall in no way be considered a violation of these rules.

ART. XIV. When the employer sublets the work to another firm or company, the subcontractor shall be subject to all the terms of these rules.

MACHINISTS

Members of the International Association of Machinists make, erect, inspect, adjust, assemble, install, maintain, dismantle, and operate machinery, engines, motors, and pumps, whether driven by hand, foot, steam, electricity, gasoline, air, or water. They manufacture and install machine tools, do riveting, calking, boxing, shaping, and drilling in boilers, tanks, and frames, and make cash registers, typewriters, adding and addressing machines, firearms, airplanes, drills, hand tools, automatic stokers, hoists, elevators, and derricks. Their agreements generally call for a union shop, an eight-hour day, overtime pay at the rate of time and a half, and one ap-

prentice for every five journeymen employed. Machinists at work on railroads generally affiliate with the railroad workers. Those connected with building trades affiliate with the building trades councils. Others affiliate with the metal trades councils.

Certain of the rules of District No. 8, Chicago and vicinity, May 1, 1923, are as follows:

SECTION 3. Eight hours shall be the standard workday, * * * except on Saturday, when work shall cease at 12 o'clock noon.

Where night shifts are worked, not more than 40 hours per week shall be worked in five nights.

Men employed on night shift shall receive the same compensation for 40 hours as they would receive for 44 hours on day shift.

SEC. 4. Double time shall be paid for all time worked over the regular day and night schedule and for Sundays and legal holidays.

If overtime is worked on either day or night shift, there shall be at least 30 minutes intermission before overtime takes place.

No overtime shall be worked on nights when shop meetings are to be held.

In case of depression in trade the hours shall be shortened all that is necessary to keep the normal force employed.

SEC. 5. Apprentices shall not be less than 16 and not over 21 years of age at the beginning of their apprenticeship term, * * * and be employed on day force only.

The number of apprentices shall not exceed one to every five journeymen machinists, nor shall they be permitted to work overtime.

Apprentices shall be required to attend a continuation school for a period of not less than eight hours every two weeks. They shall suffer no loss in wages for school attendance.

Apprentices in their last year of service may be sent on outside jobs with journeymen machinists in the ratio of one to each job.

METAL POLISHERS

The Metal Polishers' International Union has jurisdiction over metal polishers, buffers, and platers. Its agreements are customarily made between locals and individual employers and generally call for a union shop, an eight-hour day, overtime rate of time and a half with double time for Sundays and holidays; 1 apprentice to 8 or 10 journeymen, and apprentices to serve for three years.

The following provisions are taken from the agreement of Local No. 12, Maspeth, Long Island, February 1, 1924:

ARTICLE IV. It is further agreed that in the event that the firm has any of its polishing, buffing, or plating work done outside the shop it will be done in a union shop.

ART. V. Forty-four hours shall constitute a week's work, and time and one-half shall be paid for all overtime, except Sundays and regular holidays, viz: New Year's Day, Lincoln's Birthday, Washington's Birthday, Decoration Day, Fourth of July, Labor Day, Columbus Day, election day, Thanksgiving, and Christmas, which shall be paid for at the rate of double time.

ART. VIII. Any grievance that may arise, first shall be settled, if possible, by a committee of the employees of the company and the officials of the company, and in the event of the above constituted committee failing to agree, then the matter shall be referred to a committee composed of the officials of the organization and the officials of the company; and in the event of the above constituted committee failing to agree, then the grievance shall be referred to the Central Trades Labor Council to be arbitrated according to its constitution by disinterested members of that body; and it is further understood and agreed that no strike or lockout whatever shall take place until all such honorable efforts at arbitration have failed.

The agreement of Local No. 138, Belleville, Ill., June 30, 1923, contains, among others, the provisions that follow:

(5) There shall be no limit to the output of production.

(6) When a man is taken from piecework and placed on daywork temporarily (meaning three days or less) he shall be paid the average of his previous one week's earnings. Steady dayworkers to receive the shop average.

(11) When a difficulty arises between the foreman of the said party of the first part and any of the parties of the second part, and said difficulty can not be amicably settled, it shall be referred to the superintendent of the said party of the first part, and then if an adjustment can not be reached it shall be referred to the two associations; both parties in the dispute shall continue operation in the ordinary manner.

MOLDERS

The International Molders' Union of North America has jurisdiction over workers in the trade of molding in all its branches and subdivisions.

In 1891 the national union made an agreement with the Stove Founders' National Defense Association. Conferences between the two organizations have been held yearly since then and the original agreement has been modified and enlarged. Extracts from the conference agreement issued January 1, 1924, follow:

CLAUSE 1. *Resolved*, That this meeting adopt the principle of arbitration in the settlement of any dispute between the members of the International Molders' Union of North America and the members of the Stove Founders' National Defense Association.

CLAUSE 2. That a conference committee be formed, consisting of 12 members, 6 of whom shall be iron molders appointed by the International Molders' Union of North America and 6 members appointed by the * * * association, all to hold office from January 1 to December 31 of each year.

CLAUSE 3. Whenever there is a dispute between a member of the * * * association and the molders in his employ (when a majority of the latter are members of the International Molders' Union), and it can not be settled amicably between them, it shall be referred to the presidents of the two associations before named, who shall themselves or by delegates give it due consideration. If they can not decide it satisfactorily to themselves, they may, by mutual agreement, summon the conference committee, to whom the dispute shall be referred, and whose decision by a majority vote shall be final and binding upon each party for the term of 12 months.

Pending adjudication by the presidents and conference committee, neither party to the dispute shall discontinue operations, but shall proceed with business in the ordinary manner. * * * No vote shall be taken except by a full committee or by an even number of each party.

CLAUSE 4. Apprentices should be given every opportunity to learn all the details in the trade thoroughly and should be required to serve four years. Any apprentice leaving his employer before the termination of his apprenticeship should not be permitted to work in any foundry under the jurisdiction of the * * * union, but should be required to return to his employer. An apprentice should not be admitted to membership in the * * * union until he has served his apprenticeship and is competent to command the average wages. Each apprentice in the last year of his apprenticeship should be given a floor between two journeyman molders, and they with the foreman should pay special attention to his mechanical education in all classes of work.

CLAUSE 6. When the members of the Defense Association shall desire a general reduction in the rate of wages, or the molders' union an advance, they shall each give the other notice at least 30 days before the end of each year, which shall commence on the 1st day of January. If no such notice be given, the rate of wages current during the year shall be the rate in force for the succeeding year.

CLAUSE 10. The members of the * * * association shall furnish to their molders shovels, riddles, rammers, brushes, facing-bags, bellows and strike-off, provided, however, that they charge at actual cost tools so furnished, adopting some method of identification; and when a molder abandons the shop, or requires a new tool in place of one so furnished, he shall, upon the return of the old tools, be allowed the full price charged without deducting for ordinary wear; any damage beyond ordinary wear to be deducted from the amount so charged.

CLAUSE 11½. If sufficient iron is not furnished the molder to pour off his work, and such work has to remain over, he shall be paid for such work remaining over at the regular price.

This rule shall apply excepting in case of breakdown of machinery, where no allowance shall be made.

CLAUSE 12. Whenever a difficulty arises between a member of the * * * association (whose foundry does not come under the provisions of clause 3, * * *) and the molders employed by him, and said difficulty can not be amicably settled between the member and his employees, it shall be submitted for adjudication to the presidents of the two organizations or their representatives without prejudice to the employees presenting said grievance.

CLAUSE 13. In pricing molding on new stoves when there are no comparative stoves made in the shop, the prices shall be based upon competitive stoves made in the district, thorough comparison and proper consideration being given to the merits of the work according to labor involved.

CLAUSE 14. Stove manufacturers, members of the * * * association shall furnish in their respective foundries a book containing the piece prices for molding, the same to be placed in the care of the foreman of the foundry and a responsible molder agreeable to both employer and employees, said book to be placed in a locker on molding floor, to which the foreman and the molder so selected shall have free and independent access.

CLAUSE 15. The general trend of industrial development is toward employing skilled labor as far as practicable at skilled work, and in conformance with this tendency it shall be the policy in shops of members of the * * * association to discontinue the present practice of molders wetting and cutting sand, dumping out and trimming castings; this work to be done and paid for by the firms, who shall regulate the molding and pouring time as seems best to them, agreeing, however, to furnish the last ladle of iron to be poured, within eight hours from the starting of the eight-hour workday; failing in this, to pay time and one-half time at the minimum day rate agreed to between the two associations for time in excess of eight hours.

Each molder will give the shaker-out instructions as to the amount of water and new sand required. When in the morning the molder finds his instructions to the sand cutter have not been carried out he shall notify the foreman and the foreman shall be responsible for putting the sand in condition immediately, and if the firm has the molder put any or all of the sand in condition the molder shall be paid for the time consumed at the rate per hour that he earned during the molding period the previous day.

Whenever it becomes necessary for a molder to shake out his floor, because of lack of laborers to do this work, he shall be paid for this work, time and one-half on the basis of the minimum day wage agreed to between the two associations.

CLAUSE 16. Inasmuch as it is conceded by the members of the * * * association that the earnings of a molder should exercise no influence upon the molding price of work which is set, according to well-established precedent and rule of conference agreements, by comparison with other work of a like kind, the placing of a limit upon the earnings of a molder should be discountenanced in shops of members of the * * * association.

CLAUSE 17. When a full floor of new work is given a molder he should be guaranteed the daywork rate of pay for the first day, in order that he may be given an opportunity to get the job in good running order for piecework; if, however, the molder should earn more than the daywork rate, he should be paid his full earnings.

CLAUSE 19. The * * * union shall not itself, nor by any of its agents in any manner discriminate against the goods manufactured or sold by any member of the * * * association, because of the unwillingness of such member of said association to use the union label.

CLAUSE 20. When the price of piecework has been agreed to * * * such prices shall be reduced to writing * * * and shall be final and binding.

CLAUSE 21. The general ratio of apprentices to journeyman molders employed in the foundries of members of the * * * association shall be one to five, and one to each shop; provided, however, that whenever a member of the * * * association finds he can not secure the number of molders he may require for the needs of his business, the question shall be referred to the presidents of the two associations, or their representatives, for investigation and relief. If it is found that the member of the * * * association is entitled to relief he shall be allowed such additional number of apprentices as shall be mutually agreed upon.

The number of apprentices shall be computed upon the number of floors being operated by journeyman molders, it being understood that when the force of molders is increased said increase shall have been in existence not less than eight weeks previous to the employment of additional apprentices.

In shops where the ratio at present is more than one to five, the ratio agreed upon shall be reached by refraining from placing new apprentices at work until such time as the apprentices employed shall have been reduced to the proper number, and that in the shops where the present ratio is less than one to five, no journeyman molder shall be discharged or laid off for the purpose of supplanting him by an additional apprentice.

CLAUSE 23. Recognizing the desirability of introducing new methods and machines in stove foundries, it is agreed by the conferees of the International Molders' Union of North America and of the Stove Founders' National Defense Association that such processes are entitled to and should have consideration in fixing prices and wages.

CLAUSE 24. When a stove is to be priced, a list shall be furnished the committee of all pieces that belong to the stove, whether some of such pieces have been priced previously or not, so that the committee shall know what pieces go with the stove, and such pieces as have been already priced can be so marked and all prices, when agreed upon by a committee of molders and a representative of the employer, to be dated and signed by both parties.

CLAUSE 25. When new sand is needed, it shall be delivered to the molders' floor free of charge.

CLAUSE 28. Beginning January 1, 1924, the molding price of all work in shops of the * * * association shall be increased 10 per cent on the prices paid at the present time. Where the percentage is at present 100 per cent on list, this increase will make the percentage 120 per cent or its equivalent.

Seven dollars and twenty-five cents shall be established minimum day wage for all daywork molders, and molders working by the day at core making in the shops of the members of the * * * association.

In districts where the minimum rate established by the International Molders' Union of North America is in excess of \$7.25, the rate established by [it] shall apply.

The local union shall allow an old or physically incapacitated molder to work for such wage as may be mutually agreed upon between him, his employer and the local union.

Locals quite generally follow the conference agreement, though occasionally with oral change where advisable.

STOVE MOUNTERS

The Stove Mounters' International Union of North America includes in its membership stove, range, and furnace mounters and drillers, riveters, cutters, punchers, pattern fitters, testers, gaters, and welders working with them. Their agreements are generally short and made with individual employers and call for a union shop, a 48-hour week, time and a half for overtime, double time for Sundays and holidays, one apprentice for each eight journeymen, and some form of arbitration.

Some of the more important provisions in the agreement of Local No. 38, Peoria, March 17, 1924, other than the general ones mentioned above, follow:

ARTICLE II. Grievances of all kinds by either party should be taken up with the foreman of the department and by properly authorized shop committee and shall be adjusted as promptly as possible. It is further agreed that while any differences are in the course of adjustment neither party shall discontinue operation.

ART. VI. In the event of a mounter being taken from his piecework bench and put temporarily on daywork he shall be paid at the rate of his previous two week's piecework earnings. One week or less shall be construed as temporary.

ART. VII. In the event the foreman gives the moulder a job that is short castings and said castings are not on moulder's floor within eight hours from the time moulder started, he shall be paid daywork for putting on shorts. It is also agreed that when a moulder is working on a stove that does not fit properly he shall be paid daywork for time lost until patterns are changed and castings fit properly.

ART. VIII. The company shall not discriminate against any employee because he is a member of the union or because of his services on a committee acting for the union.

MINERS, COAL

The United Mine Workers of America accepts as members all persons employed in and around coal mines, coal washers, and coke ovens. Its field is divided into about 25 districts. Each district makes basic agreements, with supplemental agreements with individual employers or associations of coal operators within its limits, applicable to veins, fields, individual towns, or counties, generally for periods of two or three years. In a few cases districts are divided into subdistricts and basic agreements are made by them.

The agreements frequently are amendments to prior agreements and generally are lengthy. They vary in the different parts of the country only in detail. Most of them expired in March, 1924, but were generally continued for three years from April 1, 1924, in all "terms, provisions, customs, and conditions." They consist mainly of wage scales; they provide for the employment of union workers only, an eight-hour day, the check-off, the removal of dirt, slate, and other impurities from the coal, the use of certain grades of powder only, the proper and safe protection of miners at work, and semi-monthly pay days.

The following extracts are taken from the agreement of Districts Nos. 14, 21, and 25 with the Southwestern Interstate Coal Operators' Association, covering Kansas, Oklahoma, Arkansas, and Missouri, effective April 1, 1924, for three years:

SECTION 1. (1) The duties of the mine committee shall be confined to the adjustment of disputes between the mine foreman and the miners or mine laborers arising out of this agreement, or any district or local agreement made in connection therewith.

Where the mine foreman and said miners or mine laborers have failed to agree the mine committee and the mine foreman are empowered to adjust the dispute, and if they disagree it shall be immediately referred to the superintendent of the mine and the district president or their representatives.

(2) In the event the superintendent and the district president or their representatives fail to agree the case shall be referred to the president of the district and the commissioner of the Operators' Association or their representatives.

If the president of the district and the commissioner of the Operators' Association or their representatives fail to agree, they must either make other disposition of the case for final adjustment or refer it and the records in connection therewith * * * to the district's joint board of miners and operators for settlement, whose duty it shall be to adjust all grievances referred to said board.

All cases that are disagreed upon by the various joint boards shall be referred * * * to a commission consisting of Mr. John P. White and Mr. W. L. A. Johnson for final settlement.

Pending a final settlement of any dispute the mine shall continue in operation, and all miners, mine laborers, and parties involved shall remain at work except discharged employees. Said district joint board shall adopt rules for its own government and shall not render decisions in conflict with the written terms of the interstate and district contracts nor in conflict with local customs as to prices and conditions of employment that are established as being in effect at the expiration of the 1923-24 contract, which are hereby renewed and continued in effect except where changed in the existing contracts.

(5) The joint board of each district shall be composed of six members, three from each side. This shall include the president of the mine workers of said district and the commissioner of the operators, who by virtue of their positions shall be members of said board. The other members of the district joint board shall be members or representatives of their respective organizations. Each side shall make its own selections, and the compensation of the men so selected shall be fixed and paid by their respective organizations. In District 21 there shall be two such boards, one for Arkansas and one for Oklahoma, unless mutually agreed otherwise.

(6) When a meeting of the district joint board is requested by either side, said board shall be convened within three days from the time application for a meeting is made, and at such time and place as may be mutually agreed upon by the commissioner of the Operators' Association and the district president of the United Mine Workers of America.

Sec. 2. (1) For all classes of labor eight hours shall constitute a day's work. The going to and coming from the respective working places is to be done on the employee's own time. All company men shall perform whatever labor the foreman may direct. An eight-hour day means eight hours' work at the usual working places, exclusive of noon time, which shall be one-half hour for all classes of day labor. This shall be exclusive of the time required in reaching such working places in the morning and departing from the same at night. The operator may refuse to allow any day man to work on any day on which he fails to be at his working place at the starting time.

Sec. 4. (1) The management of the mine, the direction of the working force, and the right to hire and discharge are vested exclusively in the operator, and the United Mine Workers of America shall not abridge these rights. * * * If any employee shall be discharged or suspended by the management, and it is claimed that an injustice has been done him, an investigation, to be conducted by the parties and in the manner set forth in section 1, shall be taken up promptly, and final disposition of same made within 15 days. And if it is proved an injustice has been done, the management shall reinstate said employee and pay him full compensation for the time he has been suspended and out of employment.

NOTE.—Our understanding of paragraph 1, section 4, relating to discharge, is that no man shall be discharged except for sufficient cause other than personal prejudice or activity in matters relating to the United Mine Workers of America.

(5) No member of the United Mine Workers of America shall be denied employment except for sufficient cause, other than personal prejudice or activity in matters affecting the United Mine Workers of America, and when an applicant for work is denied employment, and it is claimed by him an injustice has been done said applicant, investigation shall be conducted by the tribunals and in the manner set forth in section 1 for the adjustment of grievances and shall be taken up promptly. If it is proven an injustice has been done, the mine management shall give employment to said applicant and pay him compensation for time lost not to exceed seven days. The reasons assigned for not employing said applicant shall be set forth during the investigation. It is understood and agreed that the taking up and investigation of discharge or applicant case will take precedence over all other cases except shutdowns, and no list shall be kept for the purpose of regulating the employment of applicants. No local rule shall be enacted or enforced in conflict with the provisions of this paragraph.

Sec. 5. (1) In case of either local, temporary, or general suspension of mining, either at the expiration of this contract or otherwise, the engineers and such mine workers as are necessary to fully protect the operators' property shall not suspend work, except at the option of the operator, but shall operate fans, pumps, generators, motors, boilers or other machinery, and do such timbering and repairs as are necessary to protect the property under their care.

The operator at his option to retain only such engineers and maintenance men as are required, but with the understanding that all engineers and maintenance men shall be entitled to an equal division of the work at the scale price in effect at the time of suspension; provided, however, the operator may exercise the option of suspending such engineers and maintenance men and assuming full care of and complete responsibility for their property during such suspension.

(2) In case of either local or general suspension of mining, the operator shall have the right to select day or monthly men employed by the company in any capacity to operate fans, pumps, or other machinery necessary to protect the property. It is understood that such men shall be employed from their respec-

tive classifications and that this provision is null and void in case company exercises their option of assuming full responsibility as provided for in paragraph 1 of this section.

SEC. 6. (1) No strike or stoppage of work shall occur at any mine until the question in dispute shall have been considered and finally disposed of by the joint board or commission provided for in this contract.

(2) Should any officer, or officers, of the United Mine Workers of America, or any member or members thereof, employed at any mine cause the mine or part of the mine to shut down in violation of this rule, each member of the United Mine Workers of America employed at said mine, except those who continue at work, shall have deducted from his earnings the sum of \$1 per day for each day or part of the day they remain idle. Boys receiving boys' wages, or where receiving half turn, shall be amenable to one-half of the penalty provisions of this paragraph.

(3) Should any operator, or his representative, lock the men out for the purpose of forcing a settlement of any grievance, or cause the mine or a part of the mine to shut down in violation of this rule, he shall be fined \$1 per employee for each day or part of a day the mine is thus thrown idle. The operator shall be amenable to one-half the penalty provisions of this paragraph where boys receive boys' wages or where receiving half turn.

(4) All money assessed against the employees under this rule shall be collected from the pay for the half month in which the violation of the rule occurs or from the first money due thereafter. All moneys assessed against the operator for violation of this rule shall be turned over to the district treasurer of the United Mine Workers of America in the district in which the violation occurs, and all moneys assessed against the miners shall be turned over to the treasurer of the Southwestern Interstate Coal Operators' Association.

All fines provided for in all agreements shall be automatically collected and any operator failing to collect and forward to proper parties such fines shall pay a penalty of \$2 for each employee subject to be fined, the same to be collected and retained in the miners' district organization. And in no case shall any fine be refunded except by mutual agreement of the accredited representatives of the miners and operators.

After resumption of work in case of any strike or lockout, if either party claims the fine has been unjustly assessed, there shall be an immediate hearing and a thorough investigation made of such case in accordance with section 1, interstate agreement, and in the event it is found the penalty was unjustly assessed it shall be refunded.

(5) There shall be no demands made locally by either operators or employees which are in conflict with this agreement, * * * and there shall be no provisions imposed violating the same.

(6) Any officer or committeeman of the United Mine Workers of America who shall advise or encourage any employee to refuse or cease work, where he has a right to work under this agreement, may be discharged.

(7) If any day man refuse to continue at work because of a grievance which has not been taken up for adjustment in the manner provided herein, and such action shall seem likely to impede the operation of the mine, the mine committee shall immediately furnish a man or men to take such vacant place or places in order that the mine may continue at work, and it shall be the duty of any member or members of the United Mine Workers who may be called upon by the mine foreman and mine committee to immediately take the place or places assigned to him or them in pursuance thereof.

SEC. 8. (1) The operator will recognize the mine committee in the discharge of their duties, as provided for in this agreement, and agree to check off all dues, assessments, fines, and initiations from all miners and mine laborers when desired. In order to protect the companies, the United Mine Workers of America agrees, when the companies so demand, to furnish a collective and continuous order authorizing the company to make such deductions. The companies agree to furnish the miners' local representatives a monthly statement showing separately the amount of dues, assessments, fines, and initiations collected. In case any fine is imposed the propriety of which is questioned the amount of such fine shall be held by the operator until the case is taken up and a decision reached.

(2) All deductions for dues, assessments, initiations, and fines shall be made through the company office upon statement made by a duly authorized representative of the local union.

(3) It is agreed that the miners may employ a checkweighman to see that coal is properly weighed and a correct record made thereof, and when such checkweighman is employed the companies shall furnish him a check number, and he shall credit to his number such portion of each miner's coal as he may be authorized to do by the local union.

SEC. 9. (1) Motormen and drivers shall take their motors and mules to and from the stables, and the time required in so doing shall not include any part of the day's labor, their time beginning when they reach the change at which they receive empty cars—that is, the parting motormen and drivers at the shaft bottom and the inside motormen and drivers at the parting—and ending at the same place; but in no case shall a motorman and driver's time be docked while he is waiting for such cars at points named. The inside motormen and drivers at their option may either walk to and from their parting or take with them, without compensation, either loaded or empty cars to enable them to ride. This provision, however, shall not prevent the inside motormen and drivers from bringing to and taking from the bottom regular trips, if so directed by the mine foreman; provided such work is done within eight hours.

(2) When the stables are located outside the mine, the company agrees to deliver the mules at the bottom of the shaft in the morning and relieve the drivers of the mules at the bottom of the shaft at night.

SEC. 13. (1) No deduction shall be made for doctor unless such deduction is authorized by the individual employee.

SEC. 15. (1) In the event of an instantaneous death by accident in the mine, employees shall have the privilege of discontinuing work for the remainder of that day only. Work, at the option of the operator, shall be resumed the following day and continue thereafter. In case the operators elect to operate the mines on the day of the funeral of the deceased as above, or where death has resulted from an accident in the mine, individual employees may, at their option, absent themselves from work for the purpose of attending such funeral, but not otherwise, and whether attending such funeral or not, each member of the United Mine Workers of America employed at the mine at which the deceased member was employed shall contribute 50 cents and the operators \$25 for the benefit of the family of the deceased or his legal representatives, to be collected through the office of the company. In the event that the mines are thrown idle on account of the employees' failure to report for work in time intervening between the time of the accident and the funeral, or on the day of the funeral, then the company shall not be called upon for the payment of the \$25 above referred to.

(2) Except in cases of fatal accidents, as above, the mine shall in no case be thrown idle because of any death or funeral, but in the case of the death of any employee of the company or member of his family, any individual miner may, at his option, absent himself from work for the purpose of attending such funeral, but not otherwise.

From the general provisions relative to several counties in District No. 14, the following articles are taken:

SECTION IX, ARTICLE 3. That the color line shall not be a bar to employment.

ART. 6. In the event of a fall for which the miner is not responsible, under this contract, occurring in his working place, the company shall make preparations to clean up same within four hours from time of notice. If the company desires to continue to work such place after they are so notified, the miner affected shall be given the preference of doing such work at the scale rate. * * *

ART. 8. That the scale rate of blacksmiths at mines where construction work is being done shall be that of a first-class blacksmith, and the scale of mine blacksmiths at mines where sharpening tools and general mine repairs are being done shall be that of second-class blacksmiths, based on an eight-hour day.

ART. 12. Engineers, firemen, machine runners and helpers, shot firers, motormen, fire runners, and gas men shall give the mine foreman one day's notice of his intention to be absent from work. This rule shall not apply in cases of sickness or accident.

ART. 13. When a mine works and hoists coal two hours or more on any day, the miners and loaders may remain in the mine at their option, and there shall be no local ruling affecting same.

ART. 18. When an adequate number of empty railroad cars are at the mine two hours before starting time in the morning, with sufficient capacity to work one-quarter day, and the operator has assurance from the railroad company that

more cars will be placed at the mine before empty cars already at the mine are loaded, then all employees shall go to work, but if the operator has not sufficient cars to comply with the above section two hours before starting time, then one long blast of the whistle will be sounded indicating there will be no work on that day and also by notifying employees at agreed local points by telephone or otherwise. This will not interfere with any satisfactory local rule which was in effect at the expiration of the 1917-1920 contract or that may be hereinafter agreed upon.

ART. 19. In regard to taking the mules into the mine where the mules are kept on top of the slope opening, the mules are to be taken to and from the tippie to the mouth of the slope. In shaft opening the mules are to be taken down and up the shaft by the company, either by the drivers on the company's time or by the company employing a man to do so, and it may employ any man or number of men it chooses to do this work.

Where the mules are kept in the mine, if the mules are harnessed by the company, the driver must be at the mine bottom or the parting where he commences work, ready to begin at starting time. If the driver harnesses the mules, he does so on the company's time.

The following sections are taken from the agreement of District No. 17 with the Northern West Virginia Coal Operators' Association, April 1, 1924:

SECTION 1. * * * All coal shall be paid for on a run-of-mine basis.

SEC. 2. The scale of prices agreed to for mining coal shall include the work required to properly mine, drill, shoot, clean, and load the coal, and properly timber the working places in the mine, and the operator shall be required to furnish the necessary props and timbers to properly timber all working places. When timbers, props, etc., are sent to the miner in mine cars in reasonable amount he shall unload same.

Miners shall lay all track in rooms and temporary track in entries, and the operators assume the obligation of laying all turn rails and switches. Where grades are favorable the miner shall accept the empty car at the nearest switch to his working face.

It is understood the miner shall be responsible for the care of all supplies sent to him for his use and that he will recover all turns, rails, and ties in pillar drawing where possible.

SEC. 22. The mine committee shall consist of three men, all of whom shall be American citizens, or who have made application for citizenship, and employees of the mine, and who speak the English language. The duties of the mine committee shall be confined to the adjustment of disputes that the mine boss and miner or miners have tried to but are unable to adjust. The mine committee shall have no other authority or exercise any other control, nor in any way interfere with the operation of the mine, and for violation of this clause the committee or any member thereof may be discharged.

SEC. 23. In case of any local troubles arising at any mine the aggrieved party shall make an earnest effort to adjust the dispute with the mine foreman. In case they are unable to agree the matter shall be referred to the mine committee and local management of the mine; and, if they fail to agree, to the commissioner of the Operators' Association and the miners' officials; and, if they fail to agree, to the district board of the two organizations; and should they fail to agree they shall select an umpire or referee, and a decision of a majority of them shall constitute a final and binding award. In all cases all parties involved must continue at work pending the investigation and adjustment as above set forth.

SEC. 24. If any employee for whom the scale is made refuses to work because of any grievance which has not been taken up as provided herein, and such action shall seem likely to impede the operation of the mine, such employees or any of them will be subject to dismissal without recourse at the option of the company, and the mine committee shall immediately furnish a man or men to take such place or places at the scale rate, in order that the mine shall continue to work, and it shall be the duty of any member or members of the mine workers who may be called upon by the mine boss or mine committee, to immediately take the place or places assigned him or them in pursuance thereof.

SEC. 28. * * * The United Mine Workers of America recognize that the very fundamentals upon which collective bargaining is founded is the strict observance of wage agreements by both parties to this contract. Local strikes

can not and will not be tolerated. Every member of the United Mine Workers of America under the jurisdiction of this agreement pledges himself to cooperate with and assist every officer of the organization in preventing local strikes. Every officer of the organization, subdistrict, district, and international, pledge themselves to do everything possible to make this declaration effective.

SEC. 29. Should any officer or officers of the United Mine Workers of America or any other member or members thereof, employed at any mine, cause the mine or part of the mine to shut down in violation of this rule, each member of the United Mine Workers of America employed at said mines, except those who continue to work, shall have deducted from his earnings the sum of \$2 per day for each day or part of a day they may remain idle.

SEC. 30. Should any operator or his representative lock the men out for the purpose of forcing a settlement of any grievance or cause the mine or a part of the mine to shut down in violation of this rule, he shall be fined \$2 per employee for each day or part of a day the mine is thus thrown idle.

SEC. 31. All fines assessed against employees under this agreement shall be collected by the operator from the pay for the half month in which the violation of the agreement occurred, or the first money due thereafter, and the operator shall remit the same to the treasurer of the joint board within 20 days after collection. A failure on the part of the operator to do so shall make him liable to a penalty of 50 per cent of the amount involved.

SEC. 32. All fines assessed against the operator shall be remitted to the treasurer of the joint board within 20 days after official notice is given in writing. Said notice shall be given within two weeks after the alleged violation, stating the cause of the fine from the local union to the operator affected.

SEC. 33. All fines provided for in this agreement shall be automatically collected, and any operator failing to collect such fines shall pay a penalty of \$4 for each employee subject to be fined, the same to be collected and retained in the miners' district organization. And in no case shall any fine be refunded except by mutual agreement of the accredited representatives of the operators and the miners.

SEC. 39. A burial fund may be established by each mine or local, to which fund each miner shall contribute 25 cents a month until a sum of not less than \$100 and not more than \$500 shall have been created, when collections shall cease until the fund is reduced by death, when a collection of 25 cents per month per man shall again be made until the amount reaches the maximum agreed upon, and so on.

SEC. 41. It is understood that in the event of a disagreement between operators and mine workers, steam and electrical engineers, firemen, and pumpers are required to continue to perform such work as is in line with their duties.

During any strike or suspension it is hereby understood and agreed that all men on all kinds of outside construction and repair work together with all kinds of work inside the mine that is not producing coal must continue at work. It is further understood and agreed that such miners as are necessary are to be permitted to mine coal for the boilers and consumption of employees of the company. But this is not to be construed to mean to mine coal for shipment.

MUSICIANS

The American Federation of Musicians does not make agreements. The locals specify working conditions which must be observed and issue price lists which members are to observe in making contracts. These lists cover vocal and instrumental rates for engagements at concerts, dances, parties, banquets, rinks, hotels, cafés, theaters, park concerts, summer gardens, parades, picnics, athletic exhibitions, and on steamboats, either as single performers or in bands or orchestras, whether for a single entertainment, day or evening, or by the week, month, season, or year. The scales are minimum, and members may quote higher prices at will.

The following are certain of the rules supplemental to the price list of Local No. 802, New York City, 1923-24:

1. All musicians must be engaged by a contractor member of Local 802, American Federation of Musicians.

2. The contractor shall receive double of all charges unless otherwise provided.

5. No part of any regular orchestra shall be laid off on account of a traveling company carrying musicians.

7. Contractors furnishing regular orchestra in theaters must file with the local a contract signed by the management for the entire season that the house is open, stating the number of men engaged and the instrumentation.

15. Transportation and first-class sleeping accommodations must be furnished on out-of-town engagements when night travel is necessary.

16. Members of orchestra or stage band shall not perform on more than one instrument during any performance unless paid a full extra salary.

The following are theater rules in connection with the price list of Local No. 5, Detroit, September 1, 1923:

A room or, in lieu thereof, individual lockers shall be provided by the theater management for the safe-keeping of musicians' instruments and clothing; such rooms shall be kept in a clean and habitable condition; also the orchestra pit.

When musicians in theater orchestras are required to talk, sing, or render joke service to performers which is in no way connected with the rendering of musical services, and is not in line of their regular work in the orchestra, an extra charge must be made of \$1 per man per day for each act making such requirements.

One of the rules of the same local pertaining to motion-picture houses is as follows:

Where there is continuous music, a piano or organ player shall be engaged to give the orchestra reasonable relief during the performance. A reasonable relief shall consist of no less than 20 minutes out of each hour or its equivalent and no wait of less than 10 minutes shall apply on the 20 minutes unless it is a complete picture, and where no relief is granted by management an additional charge of \$2 per day per man shall be charged. The matter of 20 minutes per hour to apply only to the orchestra and relief organists.

PAPER MAKERS

There are two unions of paper makers. Speaking broadly, the International Brotherhood of Paper Makers has jurisdiction over all branches of paper making in the machine room, beater room, and finishing room, except the work of swipers and sweepers. The International Brotherhood of Pulp, Sulphite, and Paper Mill Workers has, generally speaking, jurisdiction over all other branches of paper making. In a paper mill will generally be found representatives of both unions as well as members of unions of machinists, firemen, electrical workers, carpenters, etc. It is customary for the large manufacturers to make one agreement with all the above-named unions in their employ.

The agreement is generally short but includes in it mill rules applicable to all. Usually the employees work eight hours a day, with time and a half for overtime, and are members of the union.

The following extracts are from the agreement of the Great Northern Paper Co., with mills in Maine, effective May 1, 1924, made with both unions of paper makers and the organizations of firemen, machinists, and electrical workers:

Fourth. Permanent employees shall maintain membership in good standing in the proper union, and the company shall assist in bringing this condition about. When available, union men shall be hired, and new employees not union men shall become so within 15 days from the date they start work. If men are laid off, the older in point of service, when efficient, shall have preference of employment.

Fifth. Paper mills shall operate six days per week, from 8 a. m. Monday to 8 a. m. Sunday. Pulp mills shall operate six days per week, six and one-half days when pulp is needed, and a longer period when mutually satisfactory.

Sixth. Only members of the Paper Makers' Union, assisted by swipers, sweepers, and laborers, shall clothe and operate paper machines. During the Sunday shutdown the work on paper machines shall be limited to cleaning, oiling, and repairs.

Eighth. There shall be no strikes or lockouts during the period of this agreement. All parties signing the agreement shall endeavor to bring about a condition of maximum production.

Among the mill rules the following are of interest:

7. Tour workers shall be organized into three shifts and shall work eight consecutive hours upon each shift. * * * Shifts shall rotate in sequence weekly.

8. When a tour begins, each tour worker is required to be in his place. At the end of a shift no tour worker shall leave his place to wash up and dress until his mate has changed his clothes and reported to take on responsibility of the position. If a tour worker does not intend to report at the beginning of his shift, he shall notify his foreman at least two hours before his tour begins. If a tour worker does not report for his regular shift, his mate shall continue at work for a period of two hours, giving the foreman an opportunity to get a substitute. If it is impossible to secure a substitute, at the end of two hours, the tour worker shall finish out the unfinished tour. When a man works an extra tour, arrangements shall be made to provide him with his meals.

16. Employees must not wear clothing which can readily become entangled in machinery. Clothing not in use shall be kept in lockers provided for that purpose.

22. Grievances arising in any department shall be reported in writing by the proper organization to the superintendent, and the superintendent shall give a written reply within five days, stating the adjustment he has made of the matter. If the superintendent fails to adjust the grievance, it shall be taken up in conference by the general manager or president of the Great Northern Paper Co., and the international president, or representative of the respective organization, and if no settlement is reached within 10 days it shall be referred to arbitration, the company selecting one man, the organization one man, and the two thus selected to choose the third party. This committee of arbitration will convene and render a decision within 15 days, said decision to be final and binding upon all parties to this agreement. If a discharged employee claims injustice, the grievance shall be presented within 48 hours. An employee proven by the above procedure to be unjustly discharged shall be reinstated, and shall receive pay for lost time.

The following extracts are from the agreement of the Pejepscot Paper Co., having several mills in Maine, with both unions of paper workers and the unions of firemen and machinists, May 15, 1924:

4. * * * All work such as washing screens, cleaning molds on cylinder machines, cleaning and oiling dryer boxes and other repair work shall be done by repairmen, helpers, and laborers. No Sunday work on paper machines may be required of any member of the International Brotherhood of Paper Makers.

5. * * * The ground wood and sulphite pulp mills will be operated six days per week, but they may be operated six and one-half days per week when necessary to provide sufficient pulp to operate the paper mills of the company at full capacity.

12. The company when hiring new men shall give preference to members of the unions. When laying off help, union men shall be retained in preference to those not members; among equally efficient employees, the older in point of service being given preference of employment.

19. Any wage changes made by the majority of our competing companies with their labor unions will automatically become applicable to the company.

The following extracts are from the agreement of the John A. Manning Paper Co. (Inc.), Troy, N. Y., with Local No. 17 of the Brotherhood of Paper Makers, May 1, 1924:

SECTION VII. Wage agreements shall be decided by a committee appointed by the party of the second part and a committee appointed by the party of the first part. In the event of the failure of these committees to agree the president of the party of the first part and the president of the party of the second part shall meet together and endeavor to agree on the points in dispute. Failing to agree, they shall, within a period of five days by agreement, select a third party, who, with themselves, shall have power by majority vote to settle the points in dispute.

SEC. VIII. All grievances shall be decided by the shop committee of the plant concerned, which committee shall be composed of the superintendent of the plant and three members of the party of the second part. The president of the party of the second part shall not be a member of any shop committee. In the event of the failure of the shop committee to reach an agreement the presidents of the first and second parties shall proceed to reach an agreement by the method of settlement provided in Section VII.

PRINTING TRADES

ALLIED PRINTING TRADES COUNCIL

The Allied Printing Trades Council is a delegate body representing the unions distinctively connected with the printing business. The only agreement entered into concerns the use of the union label. The form in use in 1923 follows:

That the said party of the first part in consideration of the license to the use of the label of the International Allied Printing Trades Association, party of the second part, hereby stipulates that he now employs and hereby agrees during the continuance of this agreement to employ in the printing, binding, and production of all printed matter, photo-engravings, electrotypes, stereotypes, and all other illustrative matter entering into printing and printed products, none but members in good standing of unions which are now and hereafter may become affiliated and members of the party of the second part, to pay their scales of prices, to observe their apprentice laws and comply with their working rules; that no electrotypes, stereotypes, photo-engravings, or illustrative matter of any other kind shall enter into and become part of any union label composition of the party of the first part, unless such electrotypes, printing or binding, stereotypes, photo-engraving, or illustrative matter shall have been produced in its entirety under union conditions and in union establishments authorized and recognized as such by the party of the second part, and employing members in good standing of unions who are now or may hereafter become affiliated with and members of the party of the second part; that the party of the first part will not have any composition done, will not do or have any photo-engraving done, will not print any composition or photo-engraving, whether stereotyped, electrotyped or not, and will not bind any printing or printed matter, except in a composing room, stereotype or electrotype room, photo-engraving room, press-room, or bindery licensed by the party of the second part to use its said label, or in an office employing only members of the party of the second part in good standing; that no stereotyping, electrotyping, or photo-engraving of composition shall be used, unless the composition from which such stereotyping, electrotyping, or photo-engraving has been made shall have been done by members of the party of the second part and at the time in good standing; that said label of the party of the second part shall not be used by the party of the first part in or upon anything but the absolute, strict, and sole products of the labor of members of the party of the second part as far as the composition, stereotyping, electrotyping, photo-engraving, printing, and binding of the same are concerned; that no member of a union affiliated with and whose members are also members of the party of the second part shall be required or be permitted by the party of the first part to do any work aside from the technical or mechanical work of his own particular trade or calling; that the party of the first part will not give, hire, license, loan, sell, or dispose of in any way whatsoever to anyone said label of the party of the second part, nor duplicate said label in any manner whatsoever, except by permission of the party of the second part; and the party of the first part further agrees to comply with all the laws, rules, and regulations of the party of

the second part and of the subordinate unions of the international bodies composing it whose members are or may hereafter be employed by the party of the first part, now in force or which may hereafter be adopted by them or either of them, which said laws, rules, and regulations are made part of this agreement as if herein set out and written.

In consideration of the foregoing agreements the party of the second part agrees to furnish to said party of the first part free of cost, unless otherwise provided for hereinafter, the label of the International Allied Printing Trades Association for the sole use of the said party of the first part, it being understood and agreed that the title to the same shall be and always remain in the party of the second part, and any violation of this agreement, or of the laws, rules, and regulations of the party of the second part of the subordinate unions whose members are or may hereafter be employed by the party of the first part, governing the issuance and use of said label of the party of the second part shall render this agreement null and void, and thereupon said party of the second part shall be entitled to the immediate possession of all engravings, electrotypes, or stamps of said label of said International Allied Printing Trades Association, party of the second part, in the possession of the party of the first part, and said party of the first part hereby agrees to immediately surrender to the party of the second part all engravings, electrotypes, or stamps of said union label which may be in possession of the party of the first part by reason of the same having been loaned or leased pursuant to this license, and the further use of said label thereafter by said party of the first part shall be illegal and without warrant or right.

BOOKBINDERS

The International Brotherhood of Bookbinders consists of bookbinders, paper rulers, paper cutters, edge gilders, marblers, folding-machine operators, and bindery women. As a rule, there is but one local in a city, but in the larger cities the bindery women often form a local of their own, and occasionally there are found locals of paper cutters and others. Agreements are generally made with employers' associations. The agreements usually call for a union shop, a 44-hour week, an overtime rate of time and a half, and double time on holidays, a weekly pay day, and some form of arbitration, and forbid strikes and lockouts.

Extracts from the arbitration and wage-scale agreements made between the Printers' Board of Trade and the Franklin Printing Trades Association of San Francisco, March 8, 1923, with Local No. 31 of bookbinders and Local No. 125 of bindery women follow:

1. Any and all differences * * * and any other negotiations had between the parties hereto shall be settled, determined, or carried on by conciliation and arbitration, and in the manner hereinafter set forth.

2. A joint conciliation committee of three or more representatives of the employers and three or more representatives of the union shall be formed. This committee shall have power to settle any and all differences that may arise between the parties hereto and to carry on any negotiations had between the parties hereto. They shall also have power to select arbitrators whenever necessary and in the manner hereinafter provided.

3. All differences and any grievance shall be presented in writing by the complaining party to the other party for conciliation by an authorized executive of each of the parties. Should the two executives fail to reach an understanding within three full business days after the matter has been presented, they shall then refer the case to the joint conciliation committee. Should the joint conciliation committee fail to reach an agreement within 10 full business days after the matter has been referred to them, then the settlement of any unsettled points * * * shall be left to a board of arbitration. Negotiations for a new wage-scale agreement, and for a continuation, modification, or amplification of a wage-scale agreement and any other negotiations * * * shall be carried on by the joint conciliation committee. Should the committee fail to reach a complete understanding within 40 days after the matter has been referred to them, then the settlement of any unsettled points * * * shall be left to a board of arbitration.

4. The arbitration board shall consist of three persons who shall be chosen by the joint conciliation committee. The arbitrators shall select one of their number to act as chairman; he shall be entitled to vote and voice on all questions. No member of the arbitration board shall be a member of the union or of the employers.

5. Testimony and arguments shall be presented in any form a board of arbitration may direct. In the event that either party fails to appear or to submit testimony in the form required within 10 full business days after due notice has been given, the arbitrators shall proceed to settle the case and render their decisions in accordance with the evidence in their possession.

6. * * * Decisions shall be final and binding and may, at the discretion of the arbitrators, be made effective from the date the grievance was first presented.

7. Pending final decision by the conciliators or arbitrators in any case, work shall continue in all shops without interruption and under the conditions prevailing prior to the time the dispute arose.

9. The employers agree to settle by conciliation and arbitration * * * any disputes which may arise with any printing trades union the members of which are employed by them, and they further agree not to arbitrarily operate with a nonunion crew any department of their shops now unionized, provided the union involved accepts conciliation and arbitration. The union agrees that should any other union employed by the employers refuse conciliation and arbitration * * * or refuse to abide by the decisions of the arbitrators, its members will continue to work in the usual way.

10. The employers will employ in their bindery departments none but members of the union to do any mechanical work that comes under the jurisdiction of the union; and no work that comes under the jurisdiction of the union shall be done in the bindery departments of the employers for any person or firm that becomes involved in a strike or lockout with the union or in whose bindery departments members of the union are not allowed to work; provided that, in each particular case, protest is made to the employers.

11. The union shall not engage in any walkout, strike, or other form of concerted interference over which it has control affecting the offices of the employers. The employers shall not engage in any lockout against the members of the union. The employers shall withdraw all aid and support from any of their members who may refuse to live up to the terms of this agreement or to comply with any decision of the joint conciliation committee or of the board of arbitration, * * * and shall in each particular case officially notify the union.

SECTION 1. Work shall be done on a time basis only.

Sec. 2. * * * Seven and one-half hours shall constitute a maximum and a minimum shift for night work on the first night shift and seven hours on the second night shift; provided, further, that on Saturday nights, six and one-half hours shall constitute a maximum and a minimum shift on the first night shift.

Sec. 11. (a) A joint apprentice committee composed of two members of the union and two of the employers shall be formed. This committee shall devise ways and means for the proper education and encouragement of apprentices and for indenturing them. They shall outline the grade and classes of work apprentices should follow from year to year; they shall require apprentices to appear for examinations at stated times. If any apprentice does not show aptitude and proper qualifications for the binding trade, the committee shall advise the apprentice accordingly.

(b) No apprentice shall be under the age of 16 years nor over the age of 20 years at the beginning of the apprenticeship.

(c) The ratio of * * * apprentices to journeymen shall be as follows: one apprentice to 1, 2, or 3 journeymen; 2 apprentices to 4, 5, or 6 journeymen; 3 apprentices to 7, 8, 9, or 10 journeymen; 4 apprentices to 11, 12, 13, or 14 journeymen; 5 apprentices to 15 or more journeymen.

(d) Apprentices shall be registered by the employers and the union, and they shall be bound by indenture to their employers in the manner provided by the joint apprentice committee.

(e) No apprentice shall leave one office and enter that of another employer without the written consent of the first employer and the joint apprenticeship committee, and the date of such change of offices shall be recorded by the union and the employers and the apprentice shall be indentured to his new employer for the balance of the term of apprenticeship.

(f) The term of apprenticeship for male apprentices shall be four years, and that for female apprentices two years.

Some of the provisions of the book and job agreement between the Closed Shop (Printers' League) Branch of the New York Employing Printers' Association and Local No. 119, the Paper Cutters' Union, effective on January 17, 1923, to September 1, 1924, are given below:

8. All complaints * * * shall receive prompt acknowledgment and attention, and every effort made to reach a prompt and satisfactory adjustment.

9. When a complaint is made, it shall be immediately transmitted to the organization to which the party complained of belongs. Such complaints to be adjusted within a period not exceeding 30 days.

10. The chapel chairman shall be the recognized official representative of the union of which he is a member.

11. The foreman shall be the recognized official representative of his employer in dealing with the chapel chairman.

15. Night work: Forty hours of eight consecutive working hours for five consecutive nights, Monday to Friday, inclusive. Work shall not begin later than 8 p. m. and on the eve of a holiday not later than 6 p. m.

16. Third (lobster) shift: Thirty-two and a half hours of six and a half consecutive working hours for five consecutive nights, Monday to Friday, inclusive.

22. Forty-five minutes, unless otherwise mutually agreed, shall be allowed for lunch time, as near the middle of the working period as practicable.

28. Overtime price and one-half for the first four hours, after which double price for the second four hours and triple price for the third four hours.

29. Early call: Men on day forces called in to work before the regular hour shall be paid price and one-half for time worked from 7 a. m. to the regular hour of starting work. If called before 7 a. m. they shall be paid double price for any time worked before 7 a. m.

38. Each and every member of the union must refuse to perform any work whatsoever in an office which has not paid wages in full for previous week's work.

39. When legal holidays fall on pay day the force shall be paid off on the preceding working-days.

48. In the event of the discharge or lay-off of a member of the union, if he considers that he has been discriminated against, upon demand the foreman shall give the reason for discharge in writing, and the member shall have the right to trial before a joint committee consisting of three members of the Closed-Shop Branch and three members of the union, which joint committee shall select a chairman from their number. After considering all of the evidence in connection with the reason assigned for discharge, effort at agreement shall be made, and if a decision is reached it shall be final and shall be so accepted by both parties to the controversy. If agreement can not be reached, the committee shall select a seventh man, and the decision of the committee thus constituted shall be final. Should the committee fail to agree upon the seventh man, he shall be selected by the presiding judge of the appellate division of the supreme court of the first or second district.

50. The foreman in charge of a workroom shall be the only person to whom application should be made for a situation. He shall be the only person for employing and discharging employees.

54. Foremen of binderies must be members of the union having jurisdiction over that department.

56. The union reserves the right to its members to refuse to execute any or all struck work received from or destined to unfair employers or publications.

66. No person shall be permitted to enter the trade as an apprentice under the age of 16 years or over the age of 18 years, and he shall serve four years at the recognized branches of the trade.

67. All apprentices shall be registered by the Printers' League and by Paper Cutters' Union.

73. The foreman of the bindery is required to test the ability of each apprentice under his charge after six months and within the first year of his service to determine the fitness of such apprentice for the trade. The apprentice shall thereupon receive from his foreman a written statement of his qualifications, a copy of which he shall file with the union and the league. Should the apprentice be deemed incapable he shall be refused further work at that branch for at least one year. Any dispute arising over this question shall be determined by the joint apprentice committee of the league and the union, and all interested parties shall have an opportunity to be heard.

76. When an apprentice is out of employment, through failure or retirement from business of his employer or other causes beyond the control of the employer or the apprentice, such apprentice shall have an opportunity for completing his term in any office, regardless of the number of apprentices employed therein; provided that no more than one such extra apprentice shall be allowed any shop, nor shall any journeyman be displaced.

77. A joint apprentice committee composed of five representatives from the league and five representatives from the union shall be formed to study, investigate, and report, and, during the life of this agreement, act to secure enforcement of the conditions outlined in this agreement covering apprentices. The committee shall have full power and authority any time during the term of apprenticeship to cancel the apprenticeship of an apprentice who does not show aptitude and proper qualifications for the work. The committee shall meet jointly at the call of the chairman of each committee, at such time and place as may be determined by them.

COMPOSITORS, MACHINE OPERATORS, PROOF READERS, ETC.

The International Typographical Union includes in its membership compositors, proof readers, machine operators, machinists, and mailers. There is but one English-speaking union in a town. In a few large cities there are locals consisting of persons setting type in foreign languages and also a few locals of mailers. Each local makes two agreements, one with the newspaper publishers, and the other with book and job printers. These agreements are made with different bodies, at different times, and often for different periods of time. In smaller towns the agreements are often printed together, but generally they are printed separately. They are frequently rather lengthy, provide for a variety of matters, including a union shop, a 44-hour week, weekly payment of wages, arbitration of disputes under a specified plan, an overtime scale, prohibition of piecework, and usually contain clauses relative to the reproduction of matter.

Below is given the contract form prepared by the international union and used by many locals:

CONTRACT

This agreement, made and entered into this ____ day of _____ by and between the _____ Company through the authorized representatives, the party of the first part, and the subordinate union of the International Typographical Union of the city of _____ known as Typographical Union No. _____ by the committee duly authorized to act in its behalf, party of the second part.

Witnesseth, That from and after _____ and for a term of _____ years, ending _____ and for such a reasonable time thereafter (not exceeding 30 days) as may be required for the negotiation of a new agreement, the establishment represented by the said party of the first part binds itself to the employment in its composing room, and the departments thereof, of mechanics and workmen who are members of Typographical Union No. _____ and agrees to respect and observe the conditions imposed by the constitution, by-laws and scale of prices of the aforesaid organization, copies of which are hereunto attached and made a part of this agreement.

And it is further agreed that aforesaid constitution and by-laws may be amended by said party of the second part without the consent of the party of the first part: Provided, however, That such changes do not in any way conflict with the terms of the scales and rules as set forth in this contract.

It is further agreed that the scale of prices appended to this contract shall continue in operation, without change, during the life of this contract, except as may be mutually agreed between the parties hereto.

A standing committee of two representatives of the party of the first part, and a like committee of two representing the party of the second part, shall be appointed; the committee representing the party of the second part shall be selected by the union; and in case of a vacancy, absence or refusal of either of such representatives to act, another shall be appointed in his place. To this committee shall be referred all questions which may arise as to the scale of prices

hereto attached, the construction to be placed upon any clauses of the agreement, or alleged violations thereof, which can not be settled otherwise, and such joint committee shall meet when any question of difference shall have been referred to it for decision by the executive officers of either party to this agreement. Should the joint committee be unable to agree, then it shall refer the matter to a board of arbitration, the representatives of each party to this agreement to select one arbiter, and the two to agree upon a third. The decision of this board shall be final and binding upon both parties.

It is further agreed by the party of the first part that in the event of the installation of machines or the substitution of machines other than those at present in use for hand composition or distribution, a scale of wages may be agreed upon by the joint committee of the parties to this agreement; but if no satisfactory conclusion can be reached, the matter shall be referred for final settlement to a board of arbitration as above provided for.

It is agreed by the said party of the second part that for and in consideration of the covenants entered into and agreed to by said party of the first part, the said party of the second part shall at all times during the life of this agreement truly and faithfully discharge the obligations imposed upon it by furnishing men capable of performing the work required in the mechanical department of the party of the first part over which party of the second part has jurisdiction.

It is agreed that both the language and the spirit of this contract between ----- Company, party of the first part, and the organization known as Typographical Union No. -----, being a trades-union chartered by and under the jurisdiction of the International Typographical Union, an organization having its headquarters at Indianapolis, Ind., by its committee duly authorized to act in its behalf, party of the second part, make it imperatively obligatory on both parties, whenever any difference of opinion as to the rights of the parties under this contract shall arise, or whenever any dispute as to the construction of the contract or any of its provisions takes place, at once to appeal to the duly constituted authority under the contract, viz, the joint standing committee, to the end that fruitless controversy shall be avoided and good feeling and harmonious relations be maintained, and the regular and orderly prosecution of the business in which the parties have a community of interest be insured beyond the possibility of interruption.

It is further stipulated and agreed that the party of the first part shall not now nor during the life of this contract enter into any association or combination hostile to the printing-trades unions, nor shall it at any time render assistance to such hostile combination or association by suspension of publication or any other act calculated to injure the printing-trades unions.

And the party of the second part hereby agrees to enter into no combination or association with the intent or purpose of injuring the ----- Company or its property, and shall not be a party to any hostile act with similar intent.

The said ----- Union No. -----, party of the second part, hereby reserves to its members the right to refuse to execute struck work received from or destined for unfair employers or publications.

This contract shall immediately become null and void, in event the charter of the said ----- Union No. -----, party of the second part, is suspended or surrendered, and all union labels shall be immediately returned to the proper authorities.

This contract shall be null and void in case of trouble with an allied craft, providing such trouble can not first be settled by arbitration, such arbitration to be in accordance with the provisions of this contract.

This contract is entered into by and with the consent of the International Typographical Union, an organization to which the party of the first part concedes jurisdiction and control over trade organizations in all mechanical departments of the party of the first part, with the exception of the pressroom and bindery, and the International Typographical Union, through its authorized representative, hereby agrees to protect the party of the first part in case of violation of the agreement by the said party of the second part under the jurisdiction of said International Union.

LABEL AGREEMENT

These articles of agreement, entered into this ----- day of -----
----- A. D. ----- by and between -----
----- party of the first part, and ----- Typographical Union
No. ----- party of the second part.

WITNESSETH, That the said party of the first part, in consideration of the use and privileges of the union label, owned and controlled by the said party of the second part, as agents for the International Typographical Union, hereby agrees to employ none but members of-----Typographical Union No. ---- party of the second part, not to use the said label or trade-mark upon anything but the strict production of union labor, and to neither loan nor duplicate said trade-mark, or use the same upon any printed matter without imprint or trading name, except by permission of the party of the second part.

The said party of the first part further agrees to pay the adopted scale of wages of the party of the second part, hereto attached, and to comply with all its laws and those of the International Typographical Union, now in force or hereafter adopted.

Any violation of this agreement shall make it null and void, and all cuts, electrotypes or stamps of the label or trade-mark of the party of the second part, in the possession of the party of the first part, shall immediately be delivered to the party of the second part, and the further use of the same after such annulment by said party of the first part shall be without warrant and illegal.

This contract shall immediately become null and void in event the charter of the said-----Union, No.-----, party of the second part, is suspended or surrendered, and all union labels shall be immediately returned to the proper authorities.

Many unions attach to this contract a scale of prices. The following extracts are taken from the newspaper agreement between Local No. 6, New York City, and the publishers of daily papers, effective January 1, 1924, to July 1, 1926:

CONTRACT

The union shall not be bound by any provisions of the articles of association, by-laws, charter, constitution, codes, laws, regulations, resolutions, or rules of any character of the publishers which are in conflict with the provisions of this contract. The publishers shall not be bound by the constitution, by-laws, resolutions, rules, or regulations of the union which are in conflict with the provisions of this contract. Each party, however, recognizes the right of the other to adopt laws and regulations of any character for the government of its own members.

No precedents or previous conditions, rules, or agreements shall be recognized in any way or affect or modify the rules of this contract.

The publishers agree that only members of the union shall be employed for journeymen's work in the composing room, except as elsewhere provided, upon the terms and conditions contained in this contract.

The union agrees to furnish as many competent and skilled workmen as required by each office for the operation of its composing room.

SECTION (a). A joint standing committee shall be maintained to consist of two representatives of Publishers' Association of New York City and two representatives of New York Typographical Union No. 6, * * * to which committee shall be referred all questions which may arise as to the construction to be placed upon any of the clauses of the agreement, or any alleged violation thereof, which can not be settled otherwise. The decisions of the committee shall be by majority vote of all its members and shall be of binding effect.

SEC. (b). If any controversy arises as to interpretation or enforcement of this agreement of the scale of prices attached hereto, the conditions prevailing prior to the dispute shall be maintained until the controversy has been disposed of as provided herein.

SEC. (c). When it becomes evident there is a disagreement as to the interpretation or enforcement of the terms of this agreement, the aggrieved party shall address the other party in writing, clearly setting forth the matters in question. An issue is raised when notice is given in accordance with this section.

SEC. (d). The two parties or their authorized representatives shall promptly attempt to reach an agreement. If they shall agree, their decision shall be final and binding, subject to appeal by either party within 10 days to the joint standing committee.

SEC. (e). If they shall fail to agree within one week or if appeal be taken from their decision, the controversy shall be referred by either party to the joint standing committee.

SEC. (f). The joint standing committee shall meet within seven days after a question or difference shall have been referred to it by the authorized representative of either party to the agreement. If within 10 days from the date of its first meeting the joint standing committee is unable to render a decision by majority vote, the members of such joint standing committee shall constitute themselves into a local arbitration board by adding a fifth member who shall be chairman of the board.

SEC. (g). The decisions of the majority of this board of five shall be final and binding on both parties to the agreement.

SEC. (h). * * * Sixty days prior to the expiration of this contract either party hereto may give to the other party notice of desire to change the terms hereof. Negotiations shall be immediately entered into and proceed with all due diligence. If an agreement has not been reached by the date upon which the contract expires, status quo conditions shall be maintained until an agreement is reached or other action is authorized by the International Typographical Union. Nothing herein obligates either party to arbitrate differences respecting a succeeding contract.

Scale of prices

3. All work must be time-work.

4. * * * Seven and one-half continuous hours (exclusive of 30 minutes for lunch) shall constitute a night's work, the hours to be between 6 p. m. and 3 a. m.; except on Saturday, when the hours may begin at 4 p. m. or any time thereafter until and including 7 p. m.

5. Members of the union employed at day work for morning newspapers shall receive day rates (subject to third-shift provisions). Members employed at night for evening newspapers shall receive night rates (subject to third-shift provisions).

6. * * * Seven and one-half continuous hours (exclusive of 30 minutes for lunch) shall constitute a day's work, the hours to be between 8 a. m. and 6 p. m.

When called to work at or before 5 a. m., \$2 extra shall be charged in addition to the overtime; and when called to work at or before 7:30 a. m., \$1 extra shall be charged in addition to the overtime. On evening newspapers publishing six days Sunday work shall be double price.

11. Overtime, which shall apply to work done before as well as after the hours specified, shall be charged at the rate of price and one-half, based on the salary received during the specified hours for time worked, unless otherwise provided for. Overtime shall be computed in five-minute periods, unless otherwise arranged between the office and the chapel.

12. All overtime to be distributed by the foreman equally as far as practicable in his opinion.

17. In no case shall less than a day's pay be paid to any member of the union.

23. On all matter set for daily newspapers when proofs are read and copy held the work shall be done by members of the union. Proof readers shall not be held responsible for errors when a copyholder is not furnished.

24. No member of the union shall be held financially responsible for errors occurring in an advertisement, nor shall any member of the union be held responsible for errors appearing in railroad matter.

26. All compositors employed in offices where machines are introduced must have the exclusive privilege of learning and becoming familiar with their operation. No obstruction or restriction whatever by members shall be placed upon or stand in the way of learners other than that they are not practical printers.

27. When an office introduces machines it shall take compositors from those already members of the chapel and instruct them.

28. This union reserves the right to its members to refuse to execute all struck work received from or destined for unfair employers or publications.

29. All union machine officers are prohibited from supplying machine composition to nonunion offices.

32. The practice of interchanging, exchanging, borrowing, lending or buying of matter previously used, either in form of type or matrices between newspapers or job offices not owned by the same individual, firm or corporation, and published in the same establishment, is unlawful and shall not be allowed; provided that the reproduction of the original of such type, matrices or plates in type within four days of publication shall be deemed a compliance with this law.

33. All type matter in local advertisements, when matrices, cuts, type matter, or plates are furnished the office instead of copy, shall be reset as nearly like the original as possible within four working-days of publication.

37. On morning and evening newspapers 12 hours must intervene between the time of quitting and starting work, but no member of the union shall be allowed to work more than 12 hours in any 24. This shall not apply on Saturdays or election day to evening newspapers publishing Sunday editions or to unusual emergencies.

38. Offices publishing morning and evening papers have the right to use advertisements and reading matter set up for the morning paper in the evening paper, and vice versa, or in both.

41. No man shall be deemed a competent machine operator unless he sets a minimum of 4,500 ems of solid nonpareil, corrected matter, per hour from straight narrative copy free from intricacies and impediments, either as to short takes, long waits, or long walks.

47. When the International Typographical Union has sanctioned a strike of Mailers' Union No. 6 in any office coming under this agreement, Typographical Union No. 6 reserves the right, upon instructions from the International Typographical Union executive council, to terminate this agreement.

Rules governing the employment of apprentices

59. In newspaper offices, declared as such by the union, apprentices may be employed in the ratio of 1 to every 15 men or a majority fraction thereof, but not more than 6 shall be permitted in any office.

60. Apprentices shall be registered on the books of the union and shall at all times be under the direction of the foreman and supervision of the chairman.

61. The term of an apprentice shall be five years (except as hereinafter otherwise provided), the first year to be considered one of probation, such probationer to be possessed of the following qualifications: (a) Between 16 and 21 years of age; (b) possessed of a certificate of graduation from grammar school, or its equivalent, failing which they must undergo an educational test to be agreed upon by the parties to this contract; (c) in good health and sound physically.

Upon registering, a fee of \$1 shall be levied upon the apprentice to cover a physical examination by the union's physician. In the event of rejection of applicant the fee shall be returned.

62. The foreman is required to test the ability of all apprentices under his charge during the first year of their service to determine the fitness of such apprentices for the trade. The apprentice shall thereupon receive from his foreman a written statement of his qualifications, copy of which he shall file with the union. Should an apprentice be found incapable by the foreman, his registration shall then be revoked.

72. All apprentices on the day shift shall attend the School for Printers' Apprentices of New York one afternoon each week. If employed on the night shift they shall attend school of apprentices one night each week. In both cases time shall be paid for by employer. In addition they shall be required to go one afternoon or night each week on their own time.

73. The employer shall pay to the School for Printers' Apprentices a tuition fee of \$25 each year, in advance, on the first day of each and every school term while the apprentice is in his employment; provided the employer shall not be required to pay the tuition fee of the apprentice if said apprentice is in the first year of his apprenticeship.

74. To maintain his registration the apprentice must pay to the School for Printers' Apprentices the following tuition fees, which may be paid in eight monthly installments, in advance, beginning with the first month of each and every school term:

	Per year	or	Per payment
Second year.....	\$10. 00	or	\$1. 25
Third year.....	12. 50	or	1. 57
Fourth year.....	15. 00	or	1. 88
Fifth year.....	20. 00	or	2. 50

78. Office boys (not apprentices) will be allowed to work proof presses, carry proofs and copy, and type on galleys, but shall not be allowed to handle type, proofs, copy, or any printing material in any other manner whatever.

The following extracts are taken from a two-year agreement between Local No. 16, Chicago, and the Chicago Local, American Newspaper Publishers' Association, effective February 11, 1924:

PARAGRAPH 2. No individual agreement or contract of any character shall be made between Chicago Typographical Union No. 16 and any member of Chicago Local of the American Newspaper Publishers' Association during the life of this agreement, unless said newspaper shall have first withdrawn from membership in said Chicago Local of the American Newspaper Publishers' Association.

PAR. 3. If any terms affecting wages, hours, or working conditions, better or different than those given in this agreement, or any concessions whatever, are allowed by the union to any Chicago daily newspaper during the life of this agreement, those said better or different terms or concessions shall be allowed immediately by the union to the employer.

Newspaper scale of prices

SECTION 1. Seven and one-half hours shall constitute a day's or night's work and 45 hours a week's work. However, the employer guarantees to employees working on the bonus basis on typesetting machines only seven hours' work per day.

SEC. 6. When five and one-half hours of the time worked by any man commencing work before 12 o'clock midnight * * * fall between 12 o'clock midnight and 6 o'clock a. m., his day's work shall consist of six and one-half hours, including not less than 30 minutes for lunch. Night rates shall be paid to men employed on this shift, and overtime rates shall be paid for all time in excess of six and one-half hours.

SEC. 13. All work performed in excess of the seven and one-half hours * * * shall be construed as overtime, and shall be paid for at the rate of price and one-half. Overtime shall be calculated only for actual time on duty in excess of the hours stipulated as constituting a day's or night's work. In cases where employees commence work before or after the regular starting time they shall not be entitled to overtime until after they have worked the hours herein specified as constituting a day's or night's work. This rule applies to journeymen and apprentices.

The provisions as to hours and transfer of matter in the three-year agreement between Local No. 13, of Boston, and certain daily newspapers of that city, effective November 16, 1923, are as follows:

SECTION 3. A day's work on Sunday shall consist of six consecutive hours, excepting lunch time, which shall not exceed 30 minutes and shall not be counted as office time. The hours for Sunday daywork shall be between 7 a. m. and 6 p. m. The pay shall be the same as for seven hours of regular time. When a member works in one office Saturday night and Sunday day, or Sunday day and Sunday night, the Sunday daywork shall be paid for at double price.

SEC. 15. All type matter in local financial, local amusement, or local retail store advertising, when mats or plates are furnished the office instead of copy, shall be set within three working-days of publication. It is understood that this rule does not apply to advertising of general advertisers who sell their product through their own branch stores in this and other cities. No paper shall give or transfer a matrix of an advertisement, other than a cut, and then only to Boston daily newspapers now published in the English language. No matter used in the columns of a paper using machines shall be transferred or sold to any other newspaper office, and no work shall be done for any office on strike. The office is entitled to all "pick-ups" of any character whatsoever. Matter once paid for shall always remain the property of the office. "Kill" marks shall not deprive the office of "pick-ups." Present conditions in connection with the use of news matter in the columns of signatory newspapers shall continue in force during the life of this agreement.

The following extracts are taken from the three-year agreement between Local No. 16 and the Franklin Association (book and job printers) of Chicago, October 9, 1923:

SECTION 1. None but members of Chicago Typographical Union No. 16, possessing a current working card, shall be permitted to perform the work of a journeyman or foreman in any department of a composing room of any office under the jurisdiction of said union.

SEC. 8. * * * Overtime to be reckoned at one and one-half times the regular rate, provided that overtime on Monday, Tuesday, Wednesday, Thursday,

and Friday exceeding three hours shall be paid for at the rate of double the regular rate. After four hours on Saturday the rate shall be double the regular rate.

Sec. 10. Upon application to the employer the chairman of the chapel shall be furnished with correct information regarding the earnings of any member or members of the chapel.

Sec. 15. All work done on Sunday * * * [and holidays] shall be charged for at double the regular rate.

Sec. 21. No member * * * shall be allowed to act as foreman in any job or book office under its jurisdiction for a less sum than \$3 per week above journeymen's wages.

Sec. 28. Members * * * shall be employed, laid off, and discharged by the foreman in charge, and shall receive instructions from or through him.

Sec. 31. To be deemed a competent operator an average of not less than 3,500 ems solid an hour on type larger than 7-point, of 4,000 ems solid an hour on 7-point and smaller type must be produced for a week of 44 hours, due allowance being made for loss of time from causes not the fault of the operator. Operators shall have the right to see and measure strings or dupes on demand. Such strings to be measured and computed in accordance with the standard of type as * * * prescribed.

Sec. 34. The machinist shall not have any control of the operators, except where the machinist is a printer or an operator, or both, when he may act as foreman. In no case shall a machinist be permitted to operate more than one standard linotype for the purpose of casting rule, making metal furniture, slugs, border, or dashes.

Sec. 35. A linotype machinist must be put in charge of each shift where five or more operators are employed.

Sec. 46. All apprentices and conditions affecting apprenticeship under the terms of this agreement shall be under the jurisdiction of a joint apprenticeship committee, which shall have entire control of and be responsible for the selection of apprentices and shall be vested with full power and authority to enforce all conditions outlined in this agreement. This committee shall be composed of two representatives of the Franklin Association of Chicago, and two representatives of Chicago Typographical Union No. 16.

No apprentice may be employed except through the joint apprenticeship committee.

All apprentices shall be registered with the organizer of the union as secretary of the joint apprenticeship committee.

Sec. 47. Candidates for apprenticeship must possess the following qualifications:

(a) Not under 16 years of age. (b) Graduate of the common schools of the United States or the Dominion of Canada, or some school of equal merit. (c) In good health and sound physically. (d) Must have been examined and approved by the joint apprenticeship committee.

Upon acceptance by the joint apprenticeship committee the apprentice shall be registered and shall receive an apprentice card.

Sec. 48. No employer shall be entitled to an apprentice unless he has a plant and equipment sufficient to enable an apprentice to become a finished compositor at the completion of his term of apprenticeship. The joint apprenticeship committee shall be the judge of an employer's ability to properly qualify for the employment of an apprentice.

Sec. 49. The following shall be the apportionment of apprentices: One apprentice for each 7 journeymen or major fraction thereof; but no more than 10 apprentices shall be permitted in any office; provided, however, that an office employing not less than two journeymen shall be entitled to 1 apprentice. The average number of journeymen (except monotype machinists) employed during the preceding year shall be the basis for determining the number of apprentices.

Sec. 51. Office boys (not apprentices) may carry proofs and copy, and sort and put away leads, furniture, cuts, and plates; set pi and handle and prove type on galleys, but shall not set, make up, nor distribute type, nor break up forms nor act as bankman.

Sec. 52. The term of apprenticeship shall be five years. The first year shall be considered one of probation. During this probationary period either the union or the employer may object to the further employment of any apprentice. In the event of such protest the matter shall be referred to the joint apprenticeship committee for adjustment.

SEC. 54. In the first week of the second year every apprentice shall pay to the secretary-treasurer of Chicago Typographical Union No. 16 the sum of \$5, which shall constitute the first payment on the International Typographical Union lessons in printing. Thereafter he shall pay to the secretary-treasurer of Chicago Typographical Union No. 16 the sum of \$1 a week for 20 weeks. Not longer than three months after the beginning of his second year he shall enter upon the study of the International Typographical Union lessons in printing and shall complete lessons during the last four years of apprenticeship as follows: Second year, 10 lessons; third year, 8 lessons; fourth year, 10 lessons; fifth year, 9 lessons. Failing to complete these lessons as required in each year he will not be awarded new card and his employer will not be required to pay him the regular increase in scale for the new period until such lessons have been completed. Fifth-year apprentices shall not be eligible to membership in Chicago Typographical Union No. 16 as journeymen until they have completed these lessons to the satisfaction of the International Typographical Union Commission. At the end of the fifth year each apprentice shall appear before the joint apprenticeship committee for examination. If the examination proves satisfactory, the committee shall issue him a certificate showing that he has fulfilled the requirements laid down in these rules.

SEC. 55. Offices where typesetting machines are in use (linotype, intertype, linograph, Ludlow) and where a regular journeyman machinist is employed may employ one machinist apprentice, who shall be allowed to do any machinist work assigned to him by the machinist in charge, which work shall finally embrace everything a machinist may be called upon to do. The term of apprenticeship shall be five years, and the scale of wages provided for compositor apprentices shall apply. Applications for machinist apprentice cards must be signed by the chairman and head machinist of the plant where apprentice is employed. Said apprentice shall not be allowed to work without a journeyman machinist.

Upon registration an apprentice having worked in a machine shop or having gained mechanical experience outside a printing office may be given credit for such time, according to his ability to master the adjusting and repairing of typesetting machines, such credits to be passed on by a joint committee of four machinists designated by the joint apprenticeship committee.

Machinist apprentices shall not be permitted to operate keyboard.

Porters may be allowed to melt metal, put metal around machines, clean mats, space bands, and plungers, but shall not be allowed to start, repair, change or adjust machines.

SEC. 60. Attendants on monotype casting machines shall be classed as runners and are not to be considered apprentices nor confused with journeymen machinists. No runner shall be permitted to take charge of any plant. Runners may start and stop the machine, oil it and keep it running, put on spools of paper, put on and take off galleys, regulate the temperature of the metal and keep the metal pot filled, and perform such other work as may be assigned to them by the machinist in charge of the plant, but shall not be permitted to make any adjustments requiring machinists' tools.

The ratio of runners permitted in the caster room shall be one for each four casting machines in operation or major fraction thereof.

All monotype runners must be registered with the joint apprenticeship committee.

The following sanitary regulations appear in the newspaper agreement of Local No. 21, San Francisco, September 1, 1924:

SECTION 2. * * * Every composing room in which our members are employed shall be kept in a cleanly state and free from effluvia arising from any drain, lavatory, or other nuisance, and shall be provided, within reasonable access, with a sufficient number of toilet appurtenances for the use of persons employed therein.

Every composing room in which our members are employed shall be so ventilated while work is carried on therein that the air shall not become so exhausted as to be injurious to the health of the persons employed therein and shall be so ventilated as to render harmless, so far as possible, all the gases, vapors, dust, or other impurities generated in the course of the manufacturing process or handicraft carried on therein that may be injurious to health.

In any composing room where a work or process is carried on by which dust or injurious gases are produced or generated, that are liable to be inhaled by persons employed therein, the person, firm, or corporation by whose authority the work is carried on shall cause to be provided and used in said composing room

exhaust fans or blowers, with pipes and hoods extending therefrom to each machine contrivance, or apparatus by which dust or injurious gases are produced or generated. The said fans or blowers, and the said pipes and hoods to be properly fitted and adjusted and of power and dimensions sufficient to effectually prevent the dust or injurious gases from escaping into the atmosphere of the composing room.

In every printing office where steam tables belonging to the stereotyping department are located in the composing room, said steam tables shall be equipped with a galvanized-iron partition to form a hood (hung from the ceiling as low as head room will permit), and to which shall be attached an exhaust fan of sufficient capacity to carry off the vitiated air.

In every printing office where steam tables are located on the same floor occupied by the composing room, and are not equipped as above provided, they shall be separated from the composing department by a partition so constructed as to prevent the fumes and gases arising from said steam tables from escaping into and contaminating the atmosphere of the composing department; and all doors and other passages between the composing and stereotyping departments shall remain closed except during the ingress and egress of persons to and from the department, or shall be so constructed as to be self-closing.

Melting and refining pots, if located in composing rooms, shall be hooded, piped, and connected with an exhaust fan to carry off gases or vitiated air and shall not be operated while any part of the composing-room force is at work in the room.

Extracts from the arbitration agreement of Local No. 30, St. Paul, in effect February 1, 1923, follow:

(A) * * * All differences and disagreements affecting wages, hours, and working conditions arising between said employer and the members of said typographical union in his employ shall be settled by arbitration under the rules of the code of procedure herein set forth and hereto subjoined, when an amicable agreement can not be reached by said employer or his representatives and the representatives of said typographical union.

(B) The laws of the International Typographical Union and St. Paul Typographical Union No. 30, and any proposition seeking to lengthen the working-day to more than 8 hours, or work week to more than 44 hours, shall not be subject to the provisions of this arbitration agreement.

(D) * * * All work * * * in the composing room of the employer shall continue without interruption pending proceedings looking to conciliation and arbitration; and * * * the employment of members of the typographical union, the wages, hours of labor, and working conditions prevailing in the composing room at the time the difference arises shall be preserved unchanged until a final decision of the matter at issue shall be reached.

(E) All differences which can not be settled by conciliation shall be referred to arbitration in the manner stipulated in this agreement.

(G) The award of the board of arbitration in all cases shall include a determination of all the issues involved; it shall cover the full period between the raising of the issues and their final settlement; any change in the wage scale may be made effective from the date the issue first arose. * * * An award by a majority of the board shall be final and shall be accepted as such by the parties to the dispute.

(H) If either party to this agreement shall be dissatisfied with the decision of the board of arbitration, * * * application for a rehearing on the point or points concerned may be made to the board of arbitration, but notice thereof must be given to the other party in writing, stating the grounds on which said application for rehearing is based, within 10 days after the rendition of the board's decision. The board shall meet within 10 days after receiving such application for rehearing and shall review the points made therein and the answer of the other party, if any, and if deemed meritorious shall summon both parties before it for reargument within 10 days from the time of said review. If not deemed meritorious, it shall so inform both parties in writing within 3 days, and the award shall stand.

(I) If misconduct, fraud, or collusion is charged against the board by either party, notice thereof shall be given to the other party within 10 days after the award has been rendered, stating the nature of the misconduct, fraud, or collusion. A new board shall then be selected within 20 days after such notice has been given, and a hearing of the charge shall be had by the new board within 10 days after its selection. If the charge is sustained by the board, it shall so notify

both parties in writing within 3 days, and shall reopen and proceed with a retrial of the case within 10 days after giving such notice. If the charge is not sustained, it shall so notify both parties in writing within 3 days, and the previous award shall stand.

(J) Any award made or decision rendered by the board shall be binding on both parties for at least one year, but the board may provide that it shall be effective for a longer period, not to exceed two years.

(K) All expenses of the board of arbitration shall be divided equally between both parties to the controversy. The expenses of the parties to the arbitration shall be borne by themselves, and no expense incurred by one party shall be chargeable to the other party.

(L) It is agreed that an honest and faithful effort at conciliation shall be made by both parties before arbitration is proposed. Failing in such efforts, arbitration shall be had forthwith.

(M) * * * In the event of inability to agree on new scales of wages this shall also be settled by arbitration.

(N) This agreement shall be in force and effect from and after February 1, 1923, and shall continue in force and effect until January 31, 1928, and at the expiration of said period of five years shall be renewed for another period of five years unless notice, in writing, of termination is given by either party to the other one year before the expiration of the period for which this contract is signed; and it is also understood that amendments may be made hereto at the end of each five-year period.

Code of procedure

SECTION 1. The two parties in interest must have a conference as soon as possible and not later than 30 days after an issue is raised, at which conference * * * every effort to agree shall be made. * * * In case the two parties can not agree their differences shall be submitted to arbitration.

SEC. 2. (a) The board of arbitration shall consist of five members, two of whom shall be named by each side. The four so named shall select the fifth member, who shall be a disinterested person and shall act as chairman of the board. All must be residents of the city of St. Paul.

(c) The chairman * * * shall be entitled to vote on all propositions which may properly come before the board. He shall declare a motion carried only when at least three of the arbitrators shall have voted affirmatively thereon.

(d) At the conclusion of the hearing the board shall retire and go into executive session. * * * If in executive session a tie vote occurs on any proposition, or if there are any differences, questions, or propositions which do not receive the votes of three of the four original members of the board, the chairman shall cast the deciding vote.

SEC. 3. (f) Equal opportunity shall be allowed for presentation of evidence and argument.

(g) In event of either party to the dispute refusing to appear or present its case after due notice, it may be adjudged in default, and decision shall then be rendered against such party.

(h) All evidence communicated to the board in confidence shall be preserved inviolate, and no record of such evidence shall be kept, except for use on reargument or retrial, and shall be destroyed immediately if application for either is not made within 10 days.

(j) In case of the inability of either side to present evidence at the moment the order 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 controversy or as may be ordered by the board of arbitration.

SEC. 4. (a) When a hearing is concluded the board shall, without unnecessary delay, * * * go into executive session * * * for the determination of its award.

(b) The award of the board must be formulated and signed by all the members thereof at a regular executive session, after there has been full opportunity for consideration and discussion, the date and time of such session having previously been determined at a full meeting of the board.

(c) If any member of the board dissents from the award and wishes to file a dissenting opinion, he shall give immediate notice to that effect, and shall, within 48 hours after the award has been decided upon, formulate his reasons for dissenting. Such dissenting opinion when signed and presented to the secretary must be attached to the award.

SEC. 5. The board shall not be compelled to set forth its reasons for making the award, but may do so in the written award only. In framing its award the findings shall be expressed in detail, to the end that no misunderstanding shall afterward occur.

PHOTO-ENGRAVERS

The International Photo-Engravers' Union of North America claims jurisdiction over all workers engaged in making reproductions by photo-engraving or any kindred method for printing purposes. There is generally but one union in a city.

The agreements are generally made with employers' associations. Frequently two agreements are made, one with newspapers and one with commercial printers. The agreements usually provide for a union shop, 44-hour week, a weekly pay day, overtime rates of time and a half and double time for Sundays and holidays, 1 apprentice to every 5 or 10 journeymen, and some system of arbitration. They are frequently made for a period of three or five years, with a proviso that the wage scale may be reopened at the end of each year.

Local No. 3, Boston, concluded two agreements with the daily newspapers for five years from March 15, 1923, one relating to shop conditions and the other an arbitration agreement. Extracts from the former agreement follow:

ARTICLE I, SECTION 1. * * * Each journeyman shall work at the branch of the trade his card calls for. He may be directed by the foreman to help out at other branches in case of necessity or emergency, with the understanding that if the accumulated time worked by him at any one branch, other than his own, amounts regularly to half a day each day or night, it shall be considered sufficient to create a situation.

When the union is unable to furnish the required number of journeymen, the office shall have the right to employ competent men, whether members of the union or not, provided that if such outside men are given permanent employment they must join the union within 30 days.

SEC. 2. The foreman shall be a member of the union, but he shall be directly responsible to the office employing him for the conduct of the men under his direction. * * * The foreman shall be the judge of a man's general fitness to work in the shop, and no foreman shall be obliged to employ any man whom he may consider incompetent after he has given him a fair trial.

ART. II, SEC. 1. Not less than 44 hours shall constitute a week's work. Not less than 6 nor more than 8 hours shall constitute a day's or a night's work. * * * All time in excess of 44 hours per week, or of 8 hours per day, shall be overtime, to be paid for at the rate of time and one-half.

SEC. 2. * * * At least 15 minutes must be allowed for lunch, and where less than 30 minutes are allowed it shall be counted as office time.

SEC. 3. When "good day" or "good night" has been called, and a man is called back, after leaving the office, he shall receive \$1 compensation for said call, besides regular overtime.

ART. III, SEC. 3. No apprentice shall be allowed to displace a journeyman regularly employed. During the first year an apprentice shall be required to perform general apprentice work in the engraving department at the discretion of the foreman. During the second year he must work at least two hours each day at the branch of the trade he elects to follow; at least three hours a day during the third year, and at least four hours each day during the fourth year, at his branch, under the direction of a journeyman. In his fifth year he shall devote all his time, except the time necessary for his apprentice work, to such work in the branch that he elects as the foreman shall direct.

No apprentice shall be allowed to work overtime.

ART. V, SEC. 1. No publisher * * * shall give, transfer, or loan a cut to any party or parties not a signer of this agreement.

Term of agreement

The above scale of wages and conditions shall be in effect from March 15, 1923, to March 14, 1923, inclusive, and thereafter shall run continuously from

year to year, with the exception that the scale of wages may be opened up yearly by either party giving written notice to the other party thereto of any proposed changes 60 days prior to March 15, 1924, or sixty days' written notice prior to March 15 of any year thereafter until the specified terms of this agreement have expired.

The more important parts of the arbitration agreement are as follows:

SECTION 1. In the event of any difference arising * * * which can not be settled by conciliation, such differences shall be referred to a board of arbitration.

Sec. 3. An issue is raised at the time a written request is made by either party presenting in detail changes in conditions desired.

Sec. 4. The parties in interest must have a conference as soon as possible and not later than 35 days after an issue is raised, at which conference (or continuations thereof) every effort to agree shall be made. The party upon whom the original demand is made should, if it contemplates presenting a counter proposition, formulate it in full and in detail as soon as possible after the receipt of the demand of the proponent party, the said counter proposition to be presented to the party making the original demand * * * within the same period of 35 days. The propositions of both sides should be considered, discussed, and earnest efforts made to arrive at an agreement by conciliation. If no agreement is reached within 60 days after the issue is raised, upon the demand of either party the issue or issues shall be referred to a board of arbitration.

Sec. 5. The board of arbitration must be formed, composed of residents of the locality in which the controversy arises, two members thereof to be named by each side. If within 30 days the board has not reached a decision, the case shall be immediately referred to a board of appeal, such board to consist of three members of the executive council of the I. P. E. U. and three members of the A. M. P. A.

Sec. 6. * * * The local board of arbitration * * * shall * * * conduct its hearings under the following rules:

(B) It may examine all parties involved in any differences referred to it for arbitration.

(D) It may require affidavits on all disputed points.

(F) In event of either party to the dispute refusing to appear or present its case after due notice, it may be adjudged in default, and decision shall then be rendered against such party.

(H) * * * Written pleadings, instead of oral arguments, shall be allowed when agreed upon by the parties to the controversy, or when ordered by board of arbitration.

(I) * * * No evidence shall be received or considered that was not presented at a regular open session of the board, except that it shall be allowable for the members of the board, in any case, to visit any office in a body to see the operation of labor therein, or for any other necessary purpose, to aid in arriving at a just decision.

Sec. 7. When a hearing is concluded, the board shall, without unnecessary delay, go into executive session, from which all persons except the four original members of the board shall be excluded, for the determination of its award. * * * The award of the board must be formulated and signed by all of the members thereof at a regular executive session after there has been full opportunity for consideration and discussion.

Sec. 8. If any member of the board dissents from the award and wishes to file a dissenting opinion, he shall give immediate notice to that effect, and shall, within 48 hours after the award has been decided upon, and before it has been promulgated, formulate his reasons for dissenting, and such opinion must be signed by him before a final adjournment at a regular executive session arranged for as above provided. Such dissenting opinion, when thus signed, must be attached to the award.

Sec. 9. The local board shall not be compelled to set forth its reasons for making the award, but may do so in the written award only. In framing its award the findings shall be expressed in detail to the end that no misunderstanding shall afterward occur. The decisions of the arbitration board shall be final and binding upon both parties.

Sec. 10. The board of appeal shall meet at such time and place as may be determined by it. Due notice of time and place of meetings of the board of appeal shall be given all interested parties. If the board, as thus constituted,

is unable, after considering a case at a meeting, to reach a decision, the membership of the board shall be increased, by unanimous vote, by the addition of a seventh and disinterested member.

SEC. 11. When either party to a local arbitration shall desire to appeal to the board of appeal, written notice to that effect must be given to the other party within 32 days after the local decision has been rendered, and the appeal shall be filed with the board of appeal within 40 days after such decision. When an appeal is under consideration by the board of appeal, it shall not take evidence, but both parties to the controversy may appear personally or may submit the records and briefs of the local hearing and make oral or written arguments in support of their several contentions. They may submit an agreed statement of facts, or a transcript of testimony, properly certified to.

SEC. 12. The board of appeal must act when its services are desired by either party to an appeal as above and shall proceed with all possible dispatch when rendering such services.

SEC. 15. All expenses of an arbitration board shall be divided equally between the union and the other interested party or parties.

The following provisions are taken from the newspaper agreement of Local No. 1 with the Publishers' Association of New York City, effective August 1, 1923:

Forty-four hours shall constitute a week's work for men employed on the day shift and 40 hours for those employed on the night or third shift. These hours to be equally divided and uniform on each working day or night.

All time worked before or after the regular hours designated by the foreman shall be paid for at overtime rates, price and one-half for the first four hours and double price thereafter. On days preceding holidays men shall not be requested to work more than three hours' overtime except in emergency.

No foreman shall request, and no chapel chairman shall permit, a journeyman to work more than six hours' overtime in any week, provided that a competent substitute can be obtained. A journeyman who has worked six hours' overtime in any one week shall take an extra day off in the next ensuing week, if the union can furnish a competent substitute.

Men requested to work on holidays shall receive not less than two days' pay for the regular hours and thereafter price and one-half of holiday rates.

Men called back after quitting work and leaving the office shall receive one full regular day's pay for five hours of such extra work or less, and overtime for all work in excess of five hours.

Men shall not work more than six consecutive days in one week when a competent substitute can be provided.

All foremen shall be members in good standing in the New York Photo-Engravers' Union, No. 1, I. P. E. U. They shall be directly responsible to the publisher or business manager for the conduct of the men under their direction, the quality and time of delivery of all work, and the economic administration of their respective departments.

Apprentices shall be allowed at the ratio of 1 apprentice to each 15 journeymen regularly employed, provided that not more than 3 apprentices shall be allowed in any office, and not more than 1 on each shift.

The book and job agreements are generally made with a separate organization and the agreements vary somewhat in details. The following provisions are taken from the agreement of Local No. 1, New York City, with the Photo-Engravers' Board of Trade of New York (Inc.), effective for three years from January 1, 1923:

ARTICLE 2, SECTION 4. No extra charge shall be made for stamping or etching union labels on plates.

ART. 7, SEC. 1. Overtime shall constitute all work performed at times either before or after the regular established schedule of working hours of 44 hours for day workmen and 40 hours for night workmen, as provided herein, and shall be paid for as follows:

For the first four consecutive hours of continuous work, time and one-half; for any part of the succeeding four hours of continuous work, double time, and for any part of the third four hours of continuous work, triple time. For work performed on Saturday afternoon or after the regular hours of work on Satur-

day morning by night workers, double time for the first three hours and triple time thereafter.

SEC. 2. For work performed on Sundays, Christmas, or Independence Day, not less than eight hours' work at triple time. For work performed on other legal holidays, not less than eight hours at double time. Work performed in excess of eight hours, triple time.

PRINTING PRESSMEN

The International Printing Pressmen's and Assistants' Union of North America has jurisdiction over pressmen, feeders, and press assistants. In the smaller cities there is frequently a single local, but in the larger cities there are separate locals for each branch. The agreements are generally made with associations of employers, frequently for a period of three years, and provide for a union shop, a 44-hour week, with overtime rates, a weekly pay day, and some system of arbitration.

The following extracts are taken from the wage-scale agreement between Local No. 24 and the Printers Board of Trade and the Franklin Printing Trades Association of San Francisco, March 1, 1923:

SECTION 2. * * * Seven and one-half hours shall constitute a * * * shift for night work on the first night shift and seven hours on the second night shift; provided, further, that on Saturday nights six and one-half hours shall constitute a * * * shift on the first night shift.

SEC. 3. Any shift beginning at or after 7 a. m. and terminating at or before 6 p. m. shall be considered a day shift, except that on Saturdays all day shifts must be begun and terminated between the hours of 7 a. m. and 12 m.

SEC. 4. Any shift beginning before 7 a. m. or terminating after 6 p. m. shall be considered a night shift; provided, that all Saturday night shifts must be begun and terminated within seven hours after the regularly established call of time of night shifts.

SEC. 10. (b) *Foremen*.—In every pressroom a foreman shall be employed; he may work upon any press under his charge, but shall not directly operate more than the number of presses prescribed in this agreement.

(c) *Holiday day shifts*.—Time and one-half at above regular day rates, except Labor Day, which shall be paid for at the rate of double time.

(d) *Overtime day shifts*.—Time and one-half at above regular day rates to 12 p. m. on days other than holidays.

Double time at above regular day rates after 12 p. m. until work ceases and on holidays.

(e) *Regular night shifts*.—Three dollars per week in addition to above regular day rates.

SEC. 11. (a) A joint apprentice committee composed of two members of the union and two members of the employers shall be formed. It shall devise ways and means for the proper education and encouragement of the apprentices and for indenturing them. It shall require apprentices to appear for examination at the end of each year of their apprenticeship. If at the end of the first year qualifications for the printing trade are not shown, the committee shall advise the apprentice accordingly.

(b) The ratio of apprentice pressmen shall be 1 to 4 journeyman pressmen; that of apprentice assistants shall be 1 to 4 journeyman assistants.

Platen pressmen who become apprentice cylinder pressmen shall be rated as fourth-year apprentices.

(c) Apprentices shall be registered by both the employers and the union, and they shall be bound by indenture to their employers in the manner provided by the joint apprentice committee.

SEC. 12. This agreement shall remain in effect indefinitely * * * provided that it shall be subject to change or termination 60 days after the date on which written notice is given by either party to the other party of any desire to change or terminate this agreement; provided, further, that the earliest date of change or termination of this agreement shall not be before February 29, 1924.

The three-year agreement between Local No. 7 and employing printers of Milwaukee, effective July 1, 1923, contains among others, the following provisions:

SECTION 2. * * * The scale of wages * * * may be opened up by either party giving written notice to the other party of proposed changes, six months before the end of any year during the term of this contract, said changes, if any, to become effective at the beginning of the year after the end of said six months.

SEC. 3. Should the committees herein designated fail to agree as to any changes in said scale, then the matter shall be referred to a board of arbitration, the Employing Printers' Association of Milwaukee selecting two arbitrators and the party of the second part selecting two arbitrators, and the four so selected to agree upon a fifth. The decision of the board shall be final and binding upon all parties.

SEC. 4. Except as may be hereinafter stipulated, it is agreed that the constitution and by-laws of Milwaukee Printing Pressmen's Union No. 7 as existing and constituted in copies of same, dated "Revised and adopted November 10, 1914," which * * * are made a part of this contract, and subject only to such changes as will not alter nor affect the relations of the principals to this document during the life of this contract.

SEC. 10. The party of the second part further agrees that its members shall not leave the services of any of the shops constituting the first party until sufficient notice to the foreman of the department shall have enabled him to fill the vacancy without interruption to this service.

SEC. 12. The party of the second part agrees that there shall be no limit put upon the output of presses by the union or its members.

SEC. 18. Where there are seven or more single cylinder presses or other presses in the pressroom, the foreman shall not run presses.

SEC. 23. The scale for night work shall be \$2 per week in excess of the day scale.

Agreements of web pressmen vary but little from those of other pressmen except in the scales and the rating of presses. The following extracts are taken from the agreement between the Web Pressmen's Union No. 37 and the Newspaper Publishers' Association of Indianapolis, September 10, 1923:

ARTICLE 3. (1) Eight hours shall constitute a day's or night's work.

(2) A week for a six-day evening paper is to consist of six days of eight hours each, between the hours of 7 a. m. and 7 p. m. The hours for all work to be consecutive, exclusive of luncheon time.

(3) A week for a morning paper with a Sunday edition is to consist of six nights of eight hours each, between the hours of 6 p. m. and 6 a. m. The hours for all work to be consecutive, exclusive of luncheon time.

(4) On a morning paper required to publish an extra section as a part of the regular Sunday edition the force may be called on not earlier than 3 p. m. Saturday, and time and one-half shall be paid for all time after eight consecutive hours' work.

(7) Overtime shall consist of work done after hours agreed on above for each day's or night's work and shall be paid for at the rate of time and one-half.

(8) A journeyman pressman holding a steady six-day position in any one of the various offices who is called upon by a publisher to work a day and a night, or a night and a day in succession, shall be paid a bonus of \$2 for his second day's or night's work.

ART. 4. Six consecutive hours shall constitute a day's or night's work on New Year's, Decoration Day, July Fourth, Labor Day, Thanksgiving, and Christmas, or days observed as such. * * * Overtime on these holidays shall be paid for at the rate of time and one-half, based on a schedule of an eight-hour day or night. No pay on holidays when no work is done.

ART. 6. For a call-back after a man has washed up and left the building or is called for work after "good morning" or "good night" has been called or is called before the regular beginning time of a day's or night's work, the office shall allow \$1 with time and one-half for time actually employed, except as provided for in section 4, article 3, of this contract. * * * If a call-back is made on any of the aforementioned holidays, the rate of pay shall be \$2 and double time for time actually employed. In case of a call-back a full crew shall be called in.

Some of the clauses of the agreement between the Press Assistants' Local No. 23 and the Closed Shop (Printers' League) Branch of the

New York Employing Printers' Association, January 1, 1923, are given below:

14. Day work: Forty-four hours.

15. Night work: Forty hours of eight consecutive working hours for five consecutive nights, Monday to Friday, inclusive. Work shall not begin later than 8 p. m., and on the eve of a holiday not later than 6 p. m.

16. Third (lobster) shift: Thirty-two and a half hours of six and a half consecutive working hours for five consecutive nights, Monday to Friday, inclusive.

23. Whenever a member of the union is required or permitted to work overtime more than one and one-half hours, one-half hour shall be allowed to obtain lunch; when actual overtime at work exceeds five and one-half hours after the regular quitting time of the shift, he is entitled to a second lunch period of one-half hour, and when actual overtime worked exceeds nine and one-half hours after the regular quitting time of the shift, he is entitled to a third lunch period of one-half hour. Lunch time shall be paid for at overtime rates of the period within which it occurs for both time and piece hands, provided that when members are required to work overtime for less than one and one-half hours above provisions shall not apply.

24. When a regular full week of 44 hours has been worked and there is overtime on Saturday morning or Saturday afternoon, one-half hour lunch must be paid for.

27. Work on Sundays and holidays shall be at double the regular scale and men so employed shall receive not less than one single day's or night's pay. If more than four hours are worked, a full day at double time shall be paid for.

28. Overtime: Price and one-half for the first four hours after which double price for the second four hours and triple price for the third four hours.

30. Ten hours must intervene between time of quitting and starting work, except in cases of unusual emergency. The chapel chairman and the foreman must agree that said emergency exists on the same day in which emergency arises. If they do not agree, the men may go to work before the 10 hours are up, but complaint shall be lodged in the usual way for settlement of disputes.

38. Each and every member of the union must refuse to perform any work whatsoever in an office which has not paid in full for previous week's work * * *; said prohibition to remain on said office until all members of the union have been so paid. No further action by the union shall be necessary when wages have not been so paid.

50. Foreman in charge of workroom shall be the only person to whom application should be made for a situation. He shall be the only person for employing and discharging employees.

51. All orders for the department concerned shall emanate from the foreman, who shall be considered the representative of the employer. Any complaint over orders issued or action taken by the foreman, in pursuance of his duties as foreman, shall be disposed of in the same manner as other disputes arising under these rules, and it is recommended that he be a member of the respective union working in the department.

59. All pressroom apprentices shall be registered by the league and the union.

60. Each office shall be allowed one apprentice cylinder press feeder for each apprentice cylinder pressman actually employed as such in said office; and, in an office where there is an odd cylinder press, the said press may be operated by an apprentice cylinder pressman.

65. A joint apprentice committee composed of five representatives from the league and five representatives from the union shall be formed to study, investigate, and report, and during the life of this agreement act to secure enforcement of the conditions outlined in this agreement covering apprentices. The committee shall have full power and authority any time during the term of apprenticeship to cancel the apprenticeship of an apprentice who does not show aptitude and proper qualifications for the work. This committee shall meet jointly at the call of the chairman of each committee at such time and place as may be determined by them.

Nearly every agreement contains some reference to arbitration, the provisions in the arbitration agreement of Press Assistants' Local No. 42, April 29, 1924, with the Closed Shop Division of the Typothetæ of Washington, D. C., being as follows:

First. That the parties hereto will settle any and all differences affecting wages, hours, working conditions, and shop practices that may arise between the two parties in interest, under the terms and conditions of this contract, by conciliation, and if conciliation fails, by arbitration, and in the following manner:

Should either party have a grievance the same shall be presented immediately in writing to the other party for conciliation by accredited representatives or representatives of each party; said conciliators shall meet to consider said grievance within three working-days after the filing of same; if an understanding can not be reached within 10 full working-days after the grievance has been presented, then the settlement of said grievance shall be left to a board of arbitration.

This board shall consist of five members, two of whom shall be chosen by * * * Union No. 42, * * * two by the Closed Shop Division of the Typothetæ of Washington, D. C. (Inc.), and the fifth member shall be chosen by the other four. The fifth member of the board shall act as chairman. He shall be entitled to a vote and voice on all questions. He shall not be a member of * * * Union No. 42 * * * nor of the Closed Shop Division of the Typothetæ of Washington, D. C. (Inc.). Testimony and argument shall be presented in any form the board of arbitration may direct. In the event that either party fails to appear or to submit testimony in the form required within 10 full business days (or such other mutually-agreed-upon time), after due notice has been given, the arbitrators shall proceed to settle the case and render their decisions in accordance with the evidence in their possession.

Second. That the decision of the board of arbitration * * * may be based on any logical evidence which to the board may seem to have probative value. Said decision shall be final and binding and may, at the discretion of the arbitrators, be made effective from the date the grievance was first presented; that pending final decision by the conciliators or arbitrators work shall continue in all shops without interruption and under the conditions prevailing prior to the time the dispute arose. All expenses attendant upon the settlement of any disputes which are incurred by direction of the board of arbitrators shall be borne equally by the parties to this agreement.

Fourth. That the * * * Typothetæ of Washington, D. C. (Inc.) will employ in their pressrooms none but members of * * * Union No. 42, * * * to do any mechanical work that is mutually agreed comes under the jurisdiction of said union; and that no work that comes under the jurisdiction of * * * Union No. 42, * * * shall be done in the pressrooms of the Closed Shop Division of the Typothetæ of Washington, D. C. (Inc.), for any person or firm that becomes involved in a strike or lockout with said union.

Sixth. That * * * Union No. 42, * * * shall not engage in any walkouts, strike, or other form of concerted interference over which it has control affecting the offices of the Closed Shop Division of the Typothetæ of Washington, D. C. (Inc.); that the Closed Shop Division of the Typothetæ of Washington, D. C. (Inc.), shall not engage in any lockout against the members of * * * Union No. 42; * * * that the Closed Shop Division of the Typothetæ of Washington, D. C. (Inc.) shall withdraw all aid and support from any of its members who may refuse to live up to the terms of this agreement or to comply with any decision of a board of arbitration as hereinbefore provided, and shall in each particular case officially notify said union to that effect.

STEREOTYPERS AND ELECTROTYPERS

The International Stereotypers' and Electrotypers' Union of North America unites two classes of men whose work is somewhat similar.

In the smaller towns one local covers the two classes, but in the larger cities each class has its own local. The agreements are generally rather lengthy, providing for a detailed system of arbitration, a union shop, a 44-hour week, overtime rates, weekly pay day, 1 apprentice to 5 or 10 journeymen and an apprenticeship term of 5 years.

The following extracts are from the agreement of Stereotypers' Local No. 58 with a newspaper in Los Angeles, September 30, 1924:

SECTION 1. * * * A special standing committee of four * * * shall be appointed, two * * * to be named by the party of the first part, and

two * * * [by] the party of the second part. * * * If at any time either party desires that one of its representatives on the special standing committee shall appear in the capacity of advocate before the board of arbitration provided for in this section, said representative shall resign from the committee and a new representative shall be appointed in the manner hereinbefore provided.

To the special standing committee shall be referred for settlement all disputes arising * * * between the parties hereto, except as in this section provided. The special standing committee must meet within five days from the date on which either party * * * notifies the other party in writing that a meeting is desired, and shall proceed forthwith to attempt to settle any question raised by either party. Except that the special standing committee shall have no jurisdiction over the settlement of a new wage scale and a new contract to become effective at the expiration of this agreement, said committee shall otherwise have complete power to determine its jurisdiction.

Provided the general laws of the International Stereotypers' and Electrotypers' Union, in effect on the 1st day of January, 1924, shall not be subject to the provisions of this arbitration agreement. Provided further, that all changes in said general laws and all new general laws enacted subsequently to the first day of January, 1924, shall not be operative between the parties hereto and shall not effect [sic] this arbitration agreement, except by the mutual consent of the parties.

Cases of discharge may be taken up by the chapel, if the chapel meets on the case within 48 hours after the discharge. If the chapel does not meet within 48 hours after the discharge, the member discharged has lost the right of appeal, as herein provided, and shall be considered to be legally discharged, and can not be reinstated except at the option of the foreman. If the chapel takes up a discharge case, as hereinbefore provided, and reinstates the discharged member, said member shall be immediately reinstated by the foreman; provided that the foreman or the office may appeal from the decision of the chapel to the special standing committee. The special standing committee shall have power to confirm the reinstatement or to reverse the chapel and order the discharge of the member. If the chapel upholds the foreman in the discharge of a member and does not reinstate, such member shall have the right to appeal from the decision of the chapel to the special standing committee. The special standing committee shall have power to confirm the discharge or to reverse the chapel and order the reinstatement of the discharged member. Appeals in discharge cases must be submitted to the special standing committee within 30 days from the date of the decision of the chapel. If appeal case is not submitted within 30 days from said date of the decision of the chapel, the right to appeal is lost, and the decision of the chapel is final. The 30-day time limit can be extended by unanimous consent of the special standing committee. In the case of any appeal by a discharged member to the special standing committee, pay for time lost by such member is an arbitrable point. The special standing committee shall have power to decide what is due such member for time lost, but in no case shall the amount exceed what the member would have earned at straight-time rates in the position from which discharged had such member been employed full time during the settlement of the case.

It shall require the affirmative votes of the 4 members of the special standing committee to decide the issues, and the decision of the special standing committee in all cases shall be final and binding on the parties hereto. If the special standing committee can not reach an agreement on any dispute * * * within 10 days from the date on which a dispute is first considered by it, at the request of either party hereto, the members of the committee shall form a board of arbitration and shall select a fifth member, who shall be a disinterested party and who shall act as chairman of the board. The board of arbitration thus formed shall proceed with all dispatch possible to settle the dispute. It shall require the affirmative votes of three of the five members of the board of arbitration to decide the issues, and the decision of the board of arbitration in all cases shall be final and binding on the parties hereto.

All expenses of the board of arbitration shall be equally divided between the party of the first part and the party of the second part.

Sec. 2. * * * If any terms, wages, hours, or conditions better than those given in this agreement, or any concessions whatsoever, shall be allowed by said union to any daily newspaper in Los Angeles during the life of this agreement, then said better terms or concessions shall be allowed immediately to the party of the first part.

SEC. 4. Los Angeles Stereotypers' Union No. 58 agrees to furnish * * * as many competent stereotypers as are required to perform the stereotyping work in the office signatory hereto. If such help is not furnished by the union within a reasonable time, the publishers shall be privileged to secure such help regardless of union affiliations and retain such help until such time as the union shall furnish the required help.

SEC. 5. * * * This newspaper shall be entitled to one * * * apprentice for every * * * five journeymen holding regular situations.

SEC. 6. Eight consecutive hours between 6 a. m. and 6 p. m., or 6 p. m. and 6 a. m. including 30 minutes for lunch shall constitute a day's work.

SEC. 9. Six days shall constitute a week's work for journeymen and apprentices.

SEC. 12. Foremen shall receive not less than \$1 per day or night more than the journeyman scale.

The provisions regarding hours and disputes in the agreement of Stereotypers' Local No. 19 with the Publishers' Association of Washington, D. C., June 1, 1923, are as follows:

3. The hours of labor on morning papers shall be between 7 p. m. and 7 a. m. and shall be seven hours consecutively except on Saturday, when the hours shall be eight consecutively.

The hours of labor on afternoon papers shall be between 7 a. m. and 7 p. m. and shall be eight hours consecutively, except that on newspapers publishing a Sunday morning edition the hours shall be between 4 p. m. on Saturday and 7 a. m. on Sundays.

5. * * * The foreman shall be the judge of a man's competency as a workman and of his general fitness to work in the office. Foremen have the right to employ journeymen or apprentices; provided, however, that there is no apprentice duly registered for two years unemployed and may discharge (1) for incompetency, (2) for neglect of duty, (3) for violation of office rules (which shall be conspicuously posted), and (4) to decrease the force, such decrease to be accomplished by discharging first the person or persons last employed.

If the chapel has a grievance against the foreman, it shall first refer it to the publisher or business manager of the newspaper, and if the difference is not satisfactorily adjusted the chapel shall then refer its grievance to the joint standing committee.

7. There shall be appointed a standing committee consisting of the president and secretary of the union and two representatives of the publishers, to which shall be referred immediately all differences which may arise between the union and the publishers.

If the standing committee is unable to adjust any difference within a period of 10 days after it has been referred to it the difference shall then within a period of 10 days be submitted to arbitration.

9. When arbitration is resorted to hereunder the board of arbitration shall consist of one person selected by the union and one person selected by the publishers, who shall choose a third arbitrator. The decision of the three persons so selected or of a majority thereof shall be binding on the parties hereto.

The following extracts are taken from the agreement of the Electrotypers' Local No. 3 with the Chicago Employing Electrotypers' Association of Chicago, April 30, 1924:

Overtime

1. All overtime to be paid at the rate of time and one-half for the first three and one-half hours after the regular schedule of hours, and double time thereafter. On Saturday, work after 1 p. m. shall be paid at double time rate.

2. When members of the party of the second part are required to work one and a half hours or more overtime, they shall be allowed 30 minutes for lunch with pay. When it is necessary to continue the overtime for 5 hours, another half hour shall be allowed if the actual work is to continue for over one hour longer. The same rule to apply for continuous overtime at the end of every four hours.

3. No foreman shall be permitted to work overtime without at least one other journeyman working with him for such department where such overtime may be required.

Sunday and legal holidays

1. Six hours to constitute a day's work on Sunday and legal holidays between the hours of 8 a. m. and 5 p. m., with one-half hour for lunch after three hours' work.
2. Sunday and legal holidays shall be charged at double-time rates; any portion of such day less than three hours to be paid for at triple-time rate.
3. Overtime preceding and following the regular hours shall be charged at triple-time rate.

Apprentices

8. There shall be created a joint apprenticeship committee consisting of three representatives from the association and three representatives from the union, who shall examine all applicants for apprenticeship as to their qualifications before they are recorded. All apprentices shall have a grammar-school education or its equivalent; provided, that where a proposed apprentice who is otherwise acceptable does not meet the above requirements the joint apprenticeship committee shall see that he makes up the necessary credits.
9. After the first six months of the boy's apprenticeship the committee shall mutually determine his fitness to continue as an apprentice. It shall be the duty of the joint apprenticeship committee to see that every apprentice is given an opportunity to become proficient in all branches of the department to which he is apprenticed.
11. All apprentices shall serve an apprenticeship of five years under instruction and shall not be less than 16 years nor over 30 years.

Notice

All employees must give one day's notice to employer before leaving position, and the employer must give one day's notice to discharge an employee for an indefinite period, such notice to be given not later than 9 a. m.

General conditions

1. The party of the second part reserves to its members the right to refuse to execute all struck work received from or destined for unfair employing electrotypers or stereotypers.

Sanitation

1. A joint sanitation committee consisting of the secretary of the association and the president of the union shall take up all complaints relative to sanitary conditions in the workrooms of the members of the party of the first part.

Arbitration

1. The parties hereto covenant and agree to submit to arbitration any question of dispute that may arise, but in no case shall the laws of the Chicago Electrotypers' Union No. 3, I. S. and E. U., as ratified by this agreement, nor the International Stereotypers and Electrotypers' Union laws, be subject to arbitration.
2. All questions of dispute arising out of or concerning this contract, and all questions arising between any of the members of the party of the first part and his employees covered by this agreement, shall be taken up and disposed of by an arbitration committee, to consist of two members from each party, appointed by the respective presidents of each party; the said arbitration committee to select a fifth member to act in case of a tie vote.
3. Arbitration shall be held within 10 days after written request therefor has been made by either party to this agreement.

Following are the overtime and holiday provisions of the agreement of Electrotypers' Union No. 36 with the St. Louis Employing Electrotypers' Association, April 14, 1924:

Overtime

Overtime work shall be paid the following rate: Time and one-half until 9.15 p. m.; thereafter, double time until the next regular starting time. Saturdays, time and one-half until 4.15 p. m.; thereafter, double time until the next regular starting time.

Holidays

1. Sundays and all legal holidays to be paid at the rate of double time.

Jurisdiction

1. All shops must have a foreman. Said foreman must be a member of this union and the International Stereotypers and Electrotypers' Union. All foremen shall have full power to hire and discharge all help.

The following extracts are taken from the agreement of Electrotypers' Local No. 11, Boston, with the firm of Ginn & Co., May 1, 1923:

Forty-eight hours shall constitute a week's work. The working schedule to be regulated between 7 a. m. and 5.30 p. m. each day except Saturday, Saturday to be between 7 a. m. and 12.30 noon.

Forty hours per week shall constitute a week's work and shall be divided into five nights per week, exclusive of mealtime. The night hours to be permanent and consecutive except mealtime.

Overtime before and after posted hours until 10 p. m., except Saturday until 5 p. m., time and one-half. After 10 p. m. (except Saturday, which is after 5 p. m.), Sundays and legal holidays (which shall include June 17), double time. Any employee working any portion of Sundays or legal holidays is to be paid for a full day. When overtime amounting to one and one-half hours or more is worked one-half hour to be allowed and paid for as lunch time. Any part of an hour after 30 minutes to be paid for as a full hour.

One registered apprentice shall be allowed to every four journeymen permanently employed in each foundry or in each finishing room; not more than three registered apprentices shall be allowed in any finishing room or in any foundry.

Whenever any difference shall arise as to the interpretation of this agreement between the parties hereto, it shall be the duty of either party to this agreement to make a complaint in writing to the other party hereto specifying the nature of said difference. Whereupon a board of conciliation shall be created * * * to consist of two members of the party of the first part and two members of the party of the second part, each party having a voting power of two, which board of conciliation shall have power by a majority vote to finally adjust, settle, or regulate said difference. This board shall meet within one week after such difference shall be presented and render a decision thereon within three days thereafter. Should said board be unable to decide any difference submitted to it for determination, said board shall then by a unanimous vote of the four members select a * * * fifth member within the period of 30 days. Should the board fail to select a * * * fifth member within the period of 30 days the selection of the fifth member shall immediately devolve upon a representative of Ginn & Co. and the president of the International Stereotypers and Electrotypers' Union. The decision of such board of five, as then selected or constituted, shall be final and binding upon all parties thereto.

RAILWAYS, ELECTRIC

The Amalgamated Association of Street and Electric Railway Employees of America consists of motormen, conductors, guards, and bus operators employed in connection with the operation of street and electric railways; gatemen, watchmen, and employees of the car houses, pit department, and track department; collectors; and yard crews.

The employees on some interurban lines are affiliated with the railroad unions of locomotive engineers, conductors, and trainmen. As a general rule, however, the agreements with urban lines vary but little from those with the interurban lines. Some companies make separate agreements with the various locals on their lines and

some make a joint agreement with all such locals. These agreements are generally very long, covering wages, hours, arbitration, runs, overtime, and seniority rules.

The following extracts are from the agreement between Division No. 241 and the Chicago Surface Lines (including the Chicago City Railway Co., the Chicago Railways Co., the Southern Street Railway Co., and the Calumet & South Chicago Railway Co.), effective for two years from June 1, 1923:

SECTION 2. The company * * * will not directly or indirectly interfere with or prevent the joining of the association by any men employed by the company * * *. The company will neither discharge nor discriminate against any employee because of his connection with the association.

SEC. 3. * * * The properly accredited officers of the company shall meet and treat with the properly accredited officers of the association on all questions and grievances that may arise during the life of this contract, and should there be any that can not be amicably adjusted between the properly accredited officers of the company and the properly accredited officers of the association, same shall be submitted to a temporary board of arbitration.

One arbitrator shall be chosen by the company and one by the representatives of the association. The two arbitrators so chosen shall endeavor to meet daily to select the third, and the three arbitrators so chosen shall then likewise endeavor to meet daily for the purpose of adjusting said grievances, and the decision of a majority of said board submitted in writing to the company and the association shall be binding upon both parties.

In the event of the failure of either party to appoint its arbitrator within six days after arbitration is decided upon, the party so failing shall forfeit its case.

Each party shall bear the expense of its own arbitrator, and the expense of the third arbitrator shall be borne equally by the parties hereto.

SEC. 7. Car repairers, motor repairers, inspectors, dopers, terminal men, car cleaners, car placers, body repairers, and janitors shall have the right to be absent from duty every other Sunday.

In all cases when men are laid off to reduce the force they shall be laid off according to seniority, primarily, but consideration may be given to their capacity and fitness, and when men are put on they shall be reinstated according to their seniority standing at the time they were laid off, giving weight to the same consideration.

Trainmen shall be allowed to pick runs quarterly, so as to become effective on the 1st day of January, April, July, and October, and all tables shall be posted not less than two days before the quarterly picking term or any special picking, except in any emergency picking, in which case the tables shall be posted so as to give the men as much time as is practicable before picking runs.

SEC. 8. The workday of all employees shall be eight hours, with time and one-half for all time worked over eight hours; not less than 60 per cent of the runs shall be straight time; the balance shall be completed within 14 consecutive hours and no run, regular or extra, shall pay less than eight hours' time. All runs on Sundays and holidays shall be straight time, as near six hours as possible, and shall be paid only actual time worked up to eight hours, with time and one-half for all time worked over eight hours. The company shall not operate any runs of less than eight hours (except Sundays and holidays), and in case any such runs shall be less than eight hours the company shall pay eight hours' time therefor.

The company shall have the right to fix the number of cars running at all hours, and the length of time they shall be on the street, endeavoring at all times to make the work as agreeable to the men as will be consistent with the foregoing.

Trainmen shall be allowed a fall-back for meals on an average of 25 minutes. Fall-backs shall be provided on all streets where terminal facilities permit. Where terminal facilities do not permit a fall-back the men shall be allowed a relief for meals and shall be paid therefor up to but not exceeding 30 minutes, it being understood that no runs shall work more than seven consecutive hours without a fall-back or relief for meals.

Trainmen will not be required to make extra trips after completion of the day's work except in extreme emergencies.

All trainmen shall be allowed 10 minutes when commencing the day's work, 10 minutes for the second pull-out and 7 minutes after finishing the day's runs

for preparing themselves and their cars, making reports, or performing such other duties as may be required by the company in the preparation for or the completion of the day's work.

SEC. 9. * * * Operators of one-man cars shall receive 8 cents per hour in addition to their regular rates.

All night-car runs shall be straight and not more than eight hours.

Trainmen shall be paid for actual time in making out accident reports and shall receive 25 cents per day additional while instructing students.

The provisions of the agreement between Division No. 589 and the Boston Elevated Railway Co., July 1, 1923, include those given below:

SECTION 104. In no case shall an employee be transferred or removed from any position against her or his wishes to make place for another. Employees may only be removed from their present positions for unsatisfactory service, lack of work, or failure to qualify, except as hereinafter provided for. In all cases of consolidations or reorganizations employees affected are to follow their work to the extent that work may exist under such changed conditions and shall take their respective places under the new conditions according to the respective rating of all concerned.

SEC. 105. Uniforms and caps may be purchased in the open market, provided they conform to the company's specifications and pass its inspection.

SEC. 106. The company shall post in each rating station and department a list giving the seniority rating of each employee in that rating station and department and the rate of wages received. This list shall be corrected each time an employee is hired or leaves the service, and is to show the order in which men laid off are to be given an opportunity to return to work.

SEC. 109. All employees of the company who are members of the association will be given free transportation on the cars of the company to and from work when wearing official cap and badge plainly exposed to view. A deposit of \$1 will be required for such badge. Employees to whom badges are furnished simply for the privilege of transportation will not be entitled to same until after period of 30 days' employment.

SEC. 201. Seats shall be provided for motormen on all cars and for conductors on all prepayment cars and such other cars as permit of their use. Vestibules or cabs on all new cars shall be equipped with heaters.

SEC. 202. Runs shall be laid out as hereinafter specified and the association agrees that its members shall take the runs so laid out.

A schedule run shall provide between seven and eight and one-quarter hours' platform work on week days and between seven and eight hours' platform work on Sundays and holidays.

At least 60 per cent of schedule runs shall not exceed 11 hours' outside time, and in no case shall a schedule run exceed 14 hours.

Time allowed for reporting and turning in shall not be considered in determining percentage, nor be paid for, if when added to the actual platform time it does not, in the aggregate, exceed eight hours.

Lay-offs of 30 minutes or less in schedule runs shall be paid for as platform time.

All schedule runs with total time less than eight hours shall pay eight hours.

All schedule runs with total time in excess of eight hours or less than eight and one-quarter hours shall pay eight and one-quarter hours.

SEC. 205. In the selection of schedule runs, additional runs, and position on the cover list seniority shall prevail, and men shall select in accordance with their continuous age in their respective classes.

SEC. 212. When men are transferred from one division to another, due to lack of work, they will be taken from the foot of the division list and will start at the foot of the list at the station in the division transferred to, but will retain their rating in their own division, and before any new men are hired in their own division they will be given opportunity to return. If they then prefer to remain in the new division, they shall forfeit their rating in their old division, and their rating in the new division will be as of date transferred.

SEC. 214. Any conductor or motorman transferred at his own request from one division or rating station to the same position in another division or rating station shall forfeit his seniority rating in the division or rating station left and

start at the foot of the list in the other division or rating station, it being understood that the rate of pay will continue as of station left.

SEC. 224. All surface-car motormen and conductors who have passed the probationary period shall, when learning different equipment or routes other than those routes on which they have been broken in, be paid at their regular rate while so doing. This also applies to men who return to work after being laid off. Men required to go to instruction school on their own time shall be paid running time to and from rating station at flat rate.

SEC. 232. Any motorman or conductor shall be given, if he so desires, at least one day off in 15 days.

SEC. 233. Conductors will be allowed five minutes at the beginning of the day to prepare car for service and 10 minutes at the close of the day for making up and turning in work.

Motormen will be allowed five minutes at the beginning of the day to prepare car for service and five minutes at the end of the day for putting up of car.

SEC. 234. Conductors and motormen making out written accident reports or statements on their own time shall be paid for the time required by the company in making out such reports not to exceed 20 cents for each report.

SEC. 239. When a lay off of motormen, conductors, and guards in a division becomes necessary, the junior man in the division in the class affected shall be the first man laid off, and so on through the list.

SEC. 240. When one-man cars are put into operation on any line operated by the company, the motormen and conductors in the station from which the cars are operated shall have the right to select such runs in accordance with their seniority in the service irrespective of which class they are in.

Ten minutes shall be allowed at the beginning of the day for preparing car for service, and 20 minutes at the end of the day for making up, and turning in work and putting up car.

SEC. 241. Motor-bus service will be separated from transportation car service work.

The senior men in car service at the rating station from which the busses are operated applying and qualifying to the extent of the number of regular week's work provided on the schedule shall select their week's work in the order of seniority and establish a rating from date entering bus service, and the next senior men to the extent required shall establish a rating in bus service as extra bus drivers.

Bus work will be arranged on a weekly basis of six days, the day off to be shown on schedule. The schedules shall be made up and paid for, and the hours of labor shall be the same as provided for car service except as otherwise provided in this section.

Ten minutes shall be allowed at the beginning of the day for preparing bus for service and 20 minutes at the end of the day for making up and turning in work and putting up bus.

Bus operators can only return to car service through illness, disability, or disqualification for bus work, and such men will not be permitted to again enter bus service.

The following extracts are from the agreement between Division No. 85 and the receivers of the Pittsburgh Railways Co., May 22, 1923:

SECTION 1. (1) The hours of service for all early, late, and swing runs shall be on a basis of a maximum of 11 hours and a minimum of 8 hours, with the exception that in order to complete a run or schedule not to exceed 2½ per cent of the total number of earlies, lates, and swings may go over 11 hours and the said 2½ per cent of runs shall not go over 11 hours and 15 minutes. A day's work on all early and late runs shall be completed in not to exceed 12½ consecutive hours. All swing runs shall be completed within 15 consecutive hours. Straight runs shall pay time and one-half for all outside time in excess of 11 hours. Swing runs shall pay time and one-half for all outside time in excess of 14 consecutive hours.

(8) All runs over five and under eight hours will pay eight hours' time.

(11) Suitable accommodations will be provided for men to eat their meals, after they are relieved. * * * Where cars are blocked or late, provision shall always be made for men to eat their meals, and it will be the duty of the company officials at each barn to see that this provision is carried out at all times.

SEC. 5. (1) Where conductors work cars that have no fare boxes, the dispatcher or receiver will, upon request of the conductor, check the number of his

packs of tokens or tickets, count his money and loose tokens under the number of 30, and in the presence of the conductor place the exact amount of money, number of packs of tokens or tickets and number of loose tokens or tickets on his day card in "ink" and approve the same. This will clear the conductor of all responsibility as to the amount of money, the number of loose tokens or tickets; however, conductors will be allowed to put up their tokens or tickets into packs of 30 in wrappers provided by the company.

SEC. 9. (1) Trainmen desiring to be excused from duty for a period not to exceed three days shall obtain the consent of the dispatcher; for a leave longer than 3 and not in excess of 14 days the consent of the local superintendent must be obtained; for a leave of absence of more than 14 days, the consent of the division superintendent, with the approval of the superintendent of transportation, must be had. Any employee accepting a position with any other firm, corporation, or private employer of labor during a leave of absence shall be considered as having terminated his services with the company.

(2) There shall be placed in the office of each car house of the respective lines an open book in which men can register the particular day or days on which they wish to get off, but no man will be allowed to register for the day preceding any legal holiday and holiday combined when other men want to get off on the holiday, and men so registering for any particular day or days shall have first preference (excepting legal holidays as above stated), except in cases of members of committee or other members of the association wanting off on business of the association; they shall have first preference over all. Persons so registering must sign in ink, otherwise they lose their turn. Said book to be dated seven days ahead; that is, a man to have the privilege of asking off seven days ahead of any day he desires, and no man will be allowed off more than one Sunday in three consecutive Sundays, providing there are other men who want to get off. No man will be allowed off on two consecutive holidays provided there are other men who want to get off.

SEC. 12. (1) All motormen and conductors shall receive an allowance of 15 minutes for making out all reports requiring the use of the accident blank.

SEC. 16. (1) Employees of this company or any other persons are forbidden to solicit on the company's premises, including cars or in front of the car houses or offices, contributions to benefits, balls, individuals, or any other objects. They are also prohibited from carrying on the barter or sale of tickets for watches, suits, or articles of any kind on the company's premises. This includes all forms of lottery and pool tickets. Should it be necessary to raise a subscription for an employee or employee's family, the same shall be submitted to the superintendent of transportation for his approval or disapproval, in writing, a carbon copy to be posted at the barn.

(2) Collection of dues * * * shall be permitted in all car houses or stations.

(3) There shall be no discrimination between union and nonunion men; all shall be treated alike as employees of the company.

SEC. 17. (3) All motormen and conductors shall receive 50 cents per day in addition to the regular rate for teaching students.

SEC. 20. (1) The use of stools for all motormen will be permitted on all lines.

Certain extracts, given below, from the agreement between Division No. 620, of Framingham, and the Boston & Worcester Street Railway Co., October 1, 1923, are of interest:

SECTION 1. The company will treat with properly accredited officers and committees of the association on all grievances that may arise.

SEC. 3. A. On special occasions or when business is so heavy that members may not have time to go to their homes for their meals or to their regular eating place the company will furnish an order or lunch ticket for the same, the expense of any one lunch not to exceed 50 cents.

B. Conductors, motormen, and messengers working freight cars shall receive one hour's pay in lieu of a meal ticket in addition to the regular day's pay for 9 hours, and if they continue unrelieved for 12 hours they shall receive in addition to the pay for such extra work 1 hour additional pay for their meals, it being understood that crews on freight cars shall carry meals with them or get meals at such times or places as not to delay the freight service.

SEC. 5. All members shall have free transportation over all lines operated by this company at all times.

SEC. 7. Conductors, messengers, or motormen must not be permitted to hold their rating under leave of absence longer than 60 days unless by mutual consent of both parties in writing, but upon return to duty after 60 days must take their place at the bottom of the list as a new employee.

SEC. 8. Any conductor, messenger, or motorman who is transferred from his department to another department shall, at the expiration of 60 days, unless by mutual agreement of both parties in writing, either return to his former department or give up his seniority rights in the bidding-in system and take the bottom of the list in the department to which he was transferred.

SEC. 19. When conductors and motormen are required to lose time when looking up accidents they shall be paid at their rating for all time so required and shall receive 10 cents pay for making out such accident report as required by the company, providing such report is filed with starter, division superintendent, or at general office before 9 a. m. on the day following accident.

SEC. 21. The number of hours which shall constitute a day's work for truckers, truck loaders, and car packers shall be 9 hours, to be completed within 10 consecutive hours, except work may be 10 hours to be completed within 11 consecutive hours if employee so selects.

SEC. 23. A. All time in addition to the regular shall be paid for at rate of time and half time.

B. Holidays and Sundays shall be paid for at the rate of time and half time.

SEC. 24. A. The hours of labor for substation employees shall be nine hours per day.

SEC. 25. A. The hours of labor for watchmen shall not be over 12 hours per night.

SEC. 26. The hours of all shopmen shall be 9 hours within 10 consecutive hours, except Sundays and holidays, which shall be 8 hours within 9 consecutive hours.

SEC. 27. F. Rubber hat and coat will be furnished by the company to men working on wrecking car.

G. Seniority shall prevail in the shop when vacancies occur; the oldest man in continuous shop service shall have first choice, but his ability to fill vacant positions must have been proven and his promotion must have the approval of the master mechanic.

H. On Sundays and holidays men working eight hours shall receive nine hours' pay.

I. The employees of shops will be allowed 10 minutes before quitting time for the purpose of washing up, and whistle will be blown when it is time to wash up.

SEC. 28. A. A day's work for all track foremen and trackmen shall consist of 9 hours to be completed within 10 consecutive hours, except on Saturdays, Sundays, and holidays, when 8 hours to be completed within 9 consecutive hours shall constitute a day's work.

K. The company will furnish gloves and overalls for men handling treated ties on all sections.

L. When men are called upon to work upon other sections than the ones on which they are regularly employed, they shall travel to and from such work on the company's time, provided the time it takes to reach such work is longer than the time required to reach their own section.

M. In case passenger cars fail to run for a period of three hours or more after trackmen have finished regular day's work, or in case company requires men to stay on job after regular day's work is completed, meals or the equivalent will be furnished to the extent of 50 cents per meal.

SEC. 32. Any matter which can not be amicably adjusted between the company and the association shall be submitted to a board of arbitrators to be selected in the following manner: The company to select one, the association to select one, and the two thus chosen to select a third. The decision of a majority of said board to be final and binding upon both parties.

In the event of the failure of either party to appoint its arbitrator within five days after arbitration is decided upon, the party so failing shall forfeit the case. Each party shall bear the expense of its own arbitrator, and the expense of the third arbitrator shall be borne by the parties hereto equally.

The provisions of the agreement between Division No. 580 and the Syracuse Lines of the New York State Railways, May 1, 1924,⁷

⁷All the sections quoted also appear in the agreement of Division No. 282 of same date with the Rochester Lines of the same company.

vary somewhat from those of the agreements already quoted, as is shown below:

SECTION 2. (a) The workday for all regular motormen and conductors will be on the basis of 9 hours, with a leeway of three-quarters of an hour to complete schedule when necessary.

(b) All regular runs of 7 hours and less than 9 shall pay 9 hours' time.

(c) All-night cars shall work not more than 8 hours and 15 minutes and receive 9 hours' pay.

(d) At least 60 per cent of all schedule runs shall be laid out with outside time not to exceed 11 hours, and in no case is a schedule run to have outside time in excess of 14 hours. The men having schedule runs with outside time on the schedule exceeding 11 hours shall receive additional compensation at the rate of 10 cents per hour for such outside time exceeding 11 hours. Computation of time to be made in 15-minute periods.

SEC. 4. (b) * * * Regular conductors and motormen who are assigned to or held for extra work over and after their regular schedule run shall be paid at the overtime rate for the actual overtime work and at straight time for the time held after the first two hours have elapsed since the finish of their schedule run.

SEC. 5. (a) Conductors and motormen shall be given preference for work on snowplows and sweepers. All snow work on snowplows and sweepers shall be paid for at the overtime rate. If such snow work shall exceed five hours' work and one hour additional for changing clothes, he shall not be assigned to his regular run that day. If such snow work and interval of one hour for changing clothes shall be less than five hours, he may be assigned to regular work for the balance of that day, providing such assignment shall not compel him to work later than his regular run calls for, it being understood that in no case shall he receive less than his regular run calls for.

SEC. 10. (a) The company agrees to furnish free transportation to members of the association on all lines owned, leased, or operated by the company in the localities in which they are employed.

(b) The issuance of trip passes to the dependent families of the members of the association shall, at the discretion of the company, be granted.

SEC. 11. (a) The company agrees to permit any member of the association to be absent for not exceeding 30 consecutive days in any year, providing that in the judgment of the company the extra list is sufficiently large to permit of such leave of absence, without interfering with his position on the seniority list until after the expiration of that time, but the member will have the right to ask for an extension of such leave of absence, either by letter or person.

SEC. 21. (b) Motormen and conductors shall be allowed 18 minutes extra for making out accident reports and written statements of personal injuries and property damages, except to company's property, and in this case it must be shown that it was the fault of the employee.

SEC. 26. Motormen and conductors shall receive not less than 5 cents per hour over and above their regular rate while instructing students.

SEC. 32. Collection of dues by the officers of the association will be permitted only in the car houses and shops of the company, and such collections shall not interfere with the men in the performance of their work.

SEC. 39. (a) In the shops not more than six days shall constitute a week's work, the same not to include Sunday. Overtime rate to be paid for all Sunday and holiday work.

SEC. 40. All promotions, transfers, or reductions of the force shall be based upon seniority and efficiency, according to the class of work.

SEC. 41. Five minutes shall be allowed at night for the purpose of washing up and making out the necessary time cards.

SEC. 55. (a) The seniority list of names shall be placed by the company in each substation, starting with the oldest man in continuous service of the company in the capacity he has been employed in for the past three months, and so on in rotation through the entire list.

(b) In case that a vacancy occurs the company shall advertise such vacancy. Positions made vacant shall be given to the oldest man who has been in continuous service for three months or more and who has submitted a bid in writing. Where men are off sick or on a vacation at any one station for over 10 days, this will constitute a vacancy. In case of chief operator's position made vacant, a man taking his place will get chief operator's wages.

(c) All promotions, transfers, or reductions in the force shall be based upon seniority, but without discrimination according to class of work, provided the men are qualified.

SHIPPING INDUSTRY

The employees on board ship are grouped into unions independent of one another, but their agreements are made yearly between the officers of the national organization and their employers singly or in groups.

MARINE ENGINEERS

The National Marine Engineers' Beneficial Association of the United States of America is composed of persons licensed by the United States Steamboat Inspection Service or commissioned as engineers in either the United States Navy or United States Coast Guard Service. Many locals issue wage scales and rules to be observed in their relations with small craft. The national body, however, makes annual agreements with the United States Shipping Board governing the employment of engineers in all service and varying the wages of the various classes of engineers according to the size of craft on which they are working.

The following rules are taken from the agreement effective July 1, 1924:

RULE 1. * * * No engineer shall be required or permitted to take charge of a watch upon leaving or immediately after leaving port unless he shall have had at least 6 hours off duty within the 12 hours immediately preceding time of sailing.

RULE 2. The working-day in port where watches are broken shall be 8 hours out of each 24 to be distributed as the necessities of the watches and other duties require. For work performed in excess of 8 hours equivalent time off will be allowed.

RULE 3. On arrival of ship at the home port engineers shall be given shore leave for seven nights, * * * and the night watch shall be taken by a relief engineer of a rating not less than first assistant.

For the remainder of the lay in home port of ship the engineer standing the night watch shall have the next day off.

RULE 4. If the chief or assistant engineer is required to stay on board in any port on Sundays or on New Year's Day, July 4, Labor Day, Thanksgiving Day, or Christmas Day, he shall have one full day off with pay or be paid one day's additional pay.

RULE 7. A working-day in port in excess of eight hours shall not be performed or paid for unless the work is done by written order of the chief engineer, master, owner, or agent of the vessel. An entry shall be made in the engine-room log book every time an assistant engineer is required to perform overtime service, covering kind of work, reason for same, and time started and finished. Authorized overtime to be paid at the pro-rata rate.

RULE 9. When in port and board is not furnished, \$2.50 per day shall be allowed for subsistence and \$1.50 per day shall be allowed for lodging when quarters are not provided aboard.

MASTERS, MATES AND PILOTS

The National Organization, Masters, Mates, and Pilots of America, comprises persons regularly licensed by the United States local inspectors, the State pilot commissioner or the State local inspector to act as masters, mates, or pilots of lake, bay, river, or ocean steamers, vessels or motor boats or as licensed operators of motor boats. The national organization makes an annual agreement with the United States Shipping Board similar to that with the marine engineers where the wages of the deck officers vary with the size of the craft. In the agreement effective July 1, 1924, are to be found all the rules

quoted under the preceding head of marine engineers and in addition the following:

RULE 11. There shall be no discrimination in the employment of any master or mate on account of affiliation or nonaffiliation with any organization.

SEAMEN

The International Seamen's Union of America is composed of local unions of seamen grouped according to districts and character of work done, as stewards, firemen, and fishermen. The agreements are made by these groups with individual employers or with groups of employers or the United States Shipping Board and are generally very brief, relating mainly to wages and hours of labor. The following extracts are taken from the agreement of the Alaska fishermen, attached to the shipping articles during the season of 1924:

SECTION 1. The parties of the second part hereby engage in the services of said ----- and agree and promise for the consideration hereinafter mentioned to give their whole time and energy to the business and interests of said ----- and to work day or night * * * according to the lawful orders of the captain, superintendent, or whoever may be in charge; that they will during the time that they shall remain in the employ of said ----- work and labor in the capacity of seamen, fishermen, trapmen. Also to work on boats, lighters, vessels, and in canneries, salteries, and/or in any other capacity, up and down, and at and about the cannery or salting station to which they may be assigned, according to the terms of this agreement and for the compensation herein provided.

SEC. 2. (a) Before and after the fishing season * * * 48 hours shall constitute a week's work; * * * provided, however, that at no time shall men be compelled to work more than 11 hours within each 24 hours. * * * Any man working over 48 hours during a week or over 11 hours during 24 hours or on Sundays or holidays shall receive extra compensation.

(d) Extra compensation * * * shall be paid for handling cargo or material from or to other parties and for new construction.

Except in emergencies caused by sickness or accident, men signing this agreement shall not work in fireroom or engine room of steamers other than filling coal bunkers, or as cooks or waiters, or work in canneries as mechanics, or pile cans, unless extra compensation is paid therefor.

Money so earned to be divided equally among the fishermen and trapmen at the cannery.

SEC. 4. (e) Fishing boats and crews ordered transferred to fish at another station than the one originally attached to shall be selected by lot.

(g) Fishermen and trapmen hired in Alaska shall commence work with the arrival of the first sailing vessel and cease work with the departure of the last sailing vessel of their stations.

SEC. 7. (a) On sailing vessels there shall be deducted from the run money of each fisherman or trapman not able to both steer and go aloft the sum of \$20 on the outward voyage to Alaska and \$10 on the homeward voyage from Alaska. Men not able to both steer and go aloft shall not be placed on the lookout, but shall stand their respective watches and do such other work as they may be able to do. * * * From every 10 gill-net fishermen aboard such vessel one man may be detailed to work on nets. * * * All money deducted on a voyage of a sailing vessel shall be equally divided among the following men aboard: The netmen, the mates of the vessel, * * * and all fishermen and trapmen who have agreed at the time of signing the shipping articles to perform all duties connected with the navigation of the vessel. Watchmen, lamp trimmers, and water tenders shall not share in money so deducted. In all sailing vessels carrying cannery crews the master of the vessel shall assure himself that a sufficient number of sailors be assigned to his vessel for three watches. Each cannery crew to handle their vessel.

SEC. 8. (a) Men who stay on vessels while discharging and loading agree to work all cargo to or from any lighters, steamers, vessels, or canneries belonging to the -----, * * * also to moor and clean ship, bend and unbend sails, and prepare hold for cargo, but all lightering shall be done by the crew of the station to which cargo is consigned.

SEC. 11. (c) If any gill-net fisherman loses his partner through sickness or accident, or by partner leaving the boat, and is unable to find another partner, the superintendent may select a new partner for him. If such partner be unobtainable, the fisherman so left alone shall be placed at work until a fishing partner is secured. While not fishing such man shall receive credit for the average catch of boats fishing for his respective cannery or limit when boats are on the limit.

SEC. 13. (d) All parties of the second part while engaged under this contract shall receive medical and surgical attendance and medical and surgical necessities.

SEC. 15. (a) The-----through its superintendent or agent in charge, may at any time discharge any party of the second part for refusal to perform tide work or for any other just cause, and his wages shall cease at the date of such discharge.

(b) Any man who is discharged or who quits shall be paid only half-run money and his other earnings.

SEC. 22. This contract is entered into subject to all present and future laws, rules, and regulations which may be prescribed by the Government of the United States, the Secretary of Commerce, or other governmental authority; and if at any time any of the aforesaid provisions of this contract shall be contrary to any such rules and regulations, then the said provisions are, so far as they conflict with such rules or regulations, to be considered abrogated and not binding upon either of the parties hereto.

STONE-WORKING TRADES

GRANITE CUTTERS

The Granite Cutters' International Association of America includes persons cutting, carving, turning, lettering, rubbing, polishing, sawing, and setting natural or artificial granite and hard stone on which granite cutting tools and machines are used, including street work, statuary work, and tool sharpening. The agreements of the locals generally provide for a union shop, a 44-hour week, 40 hours during the four or five winter months, a weekly pay day, a building-trade rate higher than that for monumental granite work, double time for overtime, Sunday, and holidays, but no overtime to be worked except in case of emergency; one apprentice for five or eight journeymen, apprentices to serve three years; suitable sheds to be provided as shelter from sun, rain, or snow and to be heated during the winter; all dust-raising machines to be provided with suitable suction devices; air used in pneumatic tools to be heated during the winter; and some method of arbitration.

The following articles are taken from the agreement of the Barre (Vt.) branch, April 1, 1924, effective for four years:

ARTICLE VI, SECTION 2. Within one month from the signing of this agreement a body of six members to be known as the "betterment committee" shall be created. Of the committee three members shall be appointed by the employer and three by the local branch, Granite Cutters' International Association. It shall be the duty of this committee to investigate, to assist in the development, the perfecting, and the introduction of dust-removing devices; to consider insurance against sickness and improve in every possible way general working conditions.

SEC. 3. Funds for the development and experimental work of this committee shall be provided in the following manner: One-half of 1 per cent to be deducted weekly from the wage of each member of the local branch * * *. The employer to set aside each week an amount equal to the total sum derived from the above source. This fund shall be placed in the hands of the treasurer elected by a majority of the betterment committee. Should the funds thus provided be either inadequate or more than sufficient for the desired purpose any necessary change may be made by mutual agreement.

SEC. 4. The "betterment committee" shall make a written progress and financial report on or about April 1 and October 1 of each year to the employer and local branch * * *.

SEC. 5. Should the members of the "betterment committee" be unable to agree, any subject in controversy shall be submitted to the adjustment committee in accordance with Article XX of this agreement.

ART. VIII, SEC. 1. No surface-cutting machine other than a baby surfer to be operated in cutting plant. All surface-cutting machines shall immediately cease operations when a breakdown in the air suction or other device occurs, or when such air suction or other device becomes defective. That workmen shall be protected from grit from said machines, proper screens or butty boards must be furnished. Workmen must be at all times amply protected from said machines.

SEC. 3. It is agreed that the employer shall have the privilege of operating two shifts on all granite-working machinery. One shift to be the established working-day and to be paid as per section 1 of Article III of this agreement. The second shift shall be of seven hours' duration, and for which all operators shall receive eight hours' pay. Should the employer desire to operate two shifts, which break up the established working-day, these shall each be of seven hours' duration, and for which workmen shall receive eight hours' pay. When operating such machinery on regular time the employer shall have the privilege of running overtime, as provided in Article III, section 3. It is agreed that where a manufacturer operates two shifts such work shall be sold to concerns which are considered by the adjustment committee in no way to be a detriment to the business.

SEC. 4. (c) The term of apprenticeship on lathes and saws to be two years.

ART. XI. Awnings shall be furnished for all outdoor work.

ART. XVII. * * * A party or firm to be a recognized contractor or manufacturer must own their blocks and tools, rent their own shed room, and pay their own tool sharpening; they must take a monument complete with the exception of extremely large stones, statuary, turned work, or sawed work.

ART. XIX, SEC. 1. All apprentice granite cutters shall be required to serve a term of three years. Three months' trial shall be given, after which an agreement shall be signed by apprentice and employer which shall be binding on both parties. Should any contention arise between an apprentice and his employer, it shall be left to a committee as provided for in Article XX of this agreement.

SEC. 4. Manufacturers shall keep a record of all apprentices in their employ; such records shall state the date when apprentice leaves, with or without clearance lines. * * * Any manufacturer hiring an apprentice who may have already served part of his apprenticeship elsewhere shall demand and receive a record of such time served. All such records must be kept on file; also the time such apprentice may have been employed by him. All of which records must be open to inspection by the shop steward or adjustment committee of either association.

ART. XX, SEC. 1. * * * Any grievance or contention that may arise during the existence of this agreement as to its performance in good faith by either party shall be referred to a committee of six members, three to be selected by the employer and three from the local branch Granite Cutters' International Association, which committee shall act as an adjustment committee; and said committee, failing within five days to agree by two-thirds vote, shall refer the matter in dispute to an arbitration board of seven, two to be selected by the employer and two by Granite Cutters' International Association. In each instance the two thus appointed shall select one additional member to serve, and these two members thus appointed shall choose the last or seventh member. The last three named shall be men of high standing in no way connected with the granite industry. The arbitration committee thus constituted shall hear the parties and make an award within 15 days by a majority vote. Pending such arbitration in reference to the foregoing agreement, * * * there shall be no strike, lockout, or suspension of work.

SEC. 2. * * * Any grievance or contention that may arise during the existence of this agreement that is not covered by this agreement shall be referred to the adjustment committee, who shall render their decision within five days; and any agreement that they may come to in the matter under consideration shall be accepted by both parties. If the adjustment committee fails to agree, the matter then shall be referred to the arbitration committee provided for in section 1 of this article. Pending consideration by this adjustment committee, it is mutually agreed that the cause of contention be not removed the first five days, but said contention shall be removed pending consideration by the arbitration committee; and it is further agreed that pending the consideration of any contention by said adjustment and arbitration committee there shall be no strike, lockout, or suspension of work. The award of arbitration committee shall be final.

The following articles are taken from the agreement of the Chicago branch, March 12, 1923, which is to continue until April 1, 1926:

SECTION 4. * * * Members operating large surface machines shall receive 50 cents extra per day.

Members jobbing outside, exposed to the weather, shall receive 50 cents extra per day, unless suitably protected from the sun and inclement weather. Members working beyond the city limits to be paid full time for traveling time, including all expenses. Members sent to other cities shall be paid half time while traveling in his own time and full time while traveling during regular working hours.

SEC. 7. Any member who by reason of old age or sickness is unable to earn the standard rate shall be allowed to work for such lower rate as a committee of this branch shall decide.

SEC. 8. Piecework or subcontracting shall not be permitted between employer and employee.

SEC. 20. * * * Drinking water with sanitary bubbler to be provided in every shed and a suitable place to change clothes to be provided our members.

SEC. 21. Cutting sheds to be heated from whistle to whistle, from 15th of October until 15th of April. Heat to be turned on half an hour previous to starting time.

Agreement governing apprentices

SECTION 1. There shall be allowed two apprentices to each full gang of granite cutters; where six or less men are employed there shall be but one apprentice. No apprentice tool sharpener to be employed unless there are at least three journeyman tool sharpeners employed. No apprentice polisher to be employed unless there are at least two journeyman polishers employed.

SEC. 2. The term of apprenticeship at granite cutting shall be three years, at tool sharpening two years, at polishing two years, and no apprentice shall be admitted to membership in the Granite Cutters' International Association unless he has completed his full term of apprenticeship.

SEC. 5. Three months' trial shall be given apprentices, after which time an agreement shall be signed by the apprentice and his employer, which shall be binding on both parties.

PAVING CUTTERS

The International Paving Cutters' Union of the United States and Canada consists of persons cutting stone paving blocks for street-paving use. There is a short national agreement existing between the union and the Granite Paving Block Manufacturers' Association of the United States, effective for two years from April 1, 1923, which, slightly condensed, reads as follows:

The prices now being paid for cutting paving blocks be continued in force. * * * If at any time after January 1, 1924, * * * there be a reduction of at least 10 per cent in the cost of living, as per the index figures issued by the Massachusetts Commission on the Necessaries of Life, or a material change in the demand for paving blocks other than exists at the present time, the Granite Paving Block Manufacturers' Association of the United States (Inc.) shall, upon 30 days' written notice to the Paving Cutters' Union headquarters, make a reduction of \$2 per thousand on all prices now being paid for cutting paving blocks except Durax.

The agreements are generally bills of prices, which vary according to the size of the block, the work being mainly piecework. Wages are payable weekly, provision is made for a grievance committee, a 44-hour week, tools to be sharpened and kept in good order, and only union employees to be employed.

The following sections are taken from the agreements of the Lithonia and Stone Mountain branches, Georgia, May 1, 1924:

21. It is hereby stipulated that the paving cutters claim jurisdiction over the cutting of all flange blocks.

22. None but paving cutters in good standing in the Paving Cutters' Union shall be employed, nor shall nonunion blocks be purchased.

25. Paving cutters shall be provided with sheds to work in from April 15 to October 15 of each year. Any firm failing to comply with this section shall pay 10 per cent additional on the cutting price of blocks.

27. One air drill to be supplied where it is to the benefit of the men and employer for every three men.

QUARRY WORKERS

The Quarry Workers' International Union of North America is composed of all men engaged in quarry work, including the blacksmiths, derrick men, engineers, firemen, laborers, riggers of derricks, and stone-derrick men. The agreements call for daywork entirely, 44 hours to the week, weekly pay days, overtime rate of time and a half, double time on Sundays and holidays, and some system of arbitration.

The following articles are taken from the agreement of the Concord, N. H., branch, January 18, 1923:

SECTION 1. * * * All time worked over and above the eight hours shall be paid for as time and one-quarter. All men to receive double time for Sundays and the following holidays: Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas.

SEC. 10. None but union men will be employed while this union can furnish the required amount of help called for by the company. If after reasonable time has expired and the union is unable to secure the required workmen, no objection will be made to the company employing nonunion men.

SEC. 14. * * * This agreement covers all engineers employed in or about the quarries and cutting plants. * * * If the engineers should strike in order to force recognition of the engineers' union the members of the Quarry Workers' Union will not enter into a sympathetic strike to assist said engineers to force recognition of their union. Furthermore, the quarry workers will do everything in their power to fill vacancies made by said engineers should they vacate them by a strike.

SEC. 16. * * * Any grievance or contention that may arise during the existence of this agreement and bill of prices as to its performance in good faith by either party shall be referred to a committee consisting of six members, three to be selected by the employer signing this agreement and three from the Concord branch of the Quarry Workers' Union, which committee shall act as an adjustment committee; and said committee, failing to agree by a two-thirds vote, shall refer the matter in dispute to an arbitration board of three, one to be selected by the employer signing this agreement and one by the Concord branch of the Quarry Workers' Union. These two shall agree upon and select a third party to act with them, and the board thus constituted shall hear the parties and make an award within 15 days by a majority vote. Such award shall be final. Pending such arbitration in reference to the foregoing bill of prices it is mutually agreed that there shall be no strike, lockout, or suspension of work.

* * * Any grievance or contention that may arise during the existence of this agreement and bill of prices that is not covered by this agreement and bill of prices shall be referred to an adjustment committee, who shall render their decision within five days, and any agreement that they may come to in the matter under consideration shall be accepted by both parties. If the adjustment committee fails to agree, the matter shall then be referred to the executive committee of the Concord branch of the Quarry Workers' Union and an equal number selected by the employer signing this agreement; said joint committee shall give their decision within five days. Pending consideration by said adjustment committee it is mutually agreed that the cause of contention be not removed for the first five days, but such contention shall be removed pending consideration by the joint executive committee; and it is further agreed that pending the consideration of any contention by said adjustment and arbitration committee there shall be no strike, lockout, or suspension of work.

An article in the agreement of the Milford, Mass., branch, April 1, 1923, contains a provision (art. 13) requiring the employer to provide "a suitable place, properly heated in cold weather, where workmen can go when it is stormy or cold to eat their dinner."

STONECUTTERS

The Journeymen Stone Cutters' Association of North America has in its membership stone and marble cutters and carvers, tool sharpeners, and operators of stone, marble, and artificial-stone cutting and sawing machinery, molders in artificial-stone plants, and all workers engaged in the fabrication of stone, in stone setting, and in interior marble setting. The agreements generally are very short. They provide for arbitration of disputes, closed shop, and a 44-hour week. The Chicago branch and the Associated Builders of Chicago have a joint arbitration agreement dated May 31, 1923, which contains provisions similar to the one in use by the building trades of Chicago (see page 18). The working rules include the following:

4. * * * No contractor shall be allowed to have in his employ more than two apprentices at any one time.

Where the contractor has employed a yearly average of two journeymen, he will be allowed one apprentice.

Where the contractor has employed a yearly average of five or more journeymen, he will be allowed two apprentices.

5. * * * Preference in hiring apprentices to be given to sons of members of the party of the second part.

Contractor discharging an apprentice without just cause will not be allowed to take another in his place until the time of said boy's apprenticeship shall have expired.

Any apprentice who may quit his employer without proper permission will not be allowed to work in any other yard within the jurisdiction of this agreement.

All lost time to be made up at the end of each year.

Apprentices must serve four years in full, but no boy can be kept as an apprentice for more than 56 months from the date of his starting at the trade.

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

TEAMSTERS

The International Brotherhood of Teamsters, Chauffeurs, Stablemen, and Helpers of America comprises all employed on horses, harnesses, carriages, or automobiles in stables and garages. The individual unions in smaller towns are composed of all classes of workers. In the larger cities the individual locals generally contain members doing kindred work only, extending sometimes to persons whose work is only loosely connected with that of teamsters, as, for example, lumber loaders, express movers, furniture packers, newspaper deliverers, ice cutters, cold-storage men, platform men, and butter and egg packers. The agreements generally call for employment of union men only, an arbitration plan, increased rates for overtime, and wages varying according to the character of the work done, the size of the truck, or the number of horses driven.

The following extracts are taken from the agreement of Local No. 313 with the Truck Owners' Association of Tacoma, Wash., April 1, 1923:

SECTION 6. Eight hours to constitute a day's work. Time to be designated by employer when the men are to report at the barn or garage.

The first hour or fraction thereof, either before or after the regular eight-hour day, shall be paid for at the rate of straight time, thereafter time and one-half for all overtime.

Double time for all holidays, and Sunday work time and one-half.

Firms owning teams may employ men not members of Local 313 for stable work if they see fit, or members of the local by special agreement.

SEC. 7. All disputed claims for overtime must be submitted to and approved by the steward of each barn or garage, and the matter of overtime so regulated that no injustice may be done to employer or employee. The union shall have the right to appoint the steward in each barn or garage.

SEC. 8. * * * Any member of the association, when notified by the secretary-treasurer of Local 313, shall withhold dues, fines, and assessments levied against a workman by the union from their wages.

The agreement of Bakery Salesmen's Local No. 335, Kansas City, May 1, 1923, contains the following:

ARTICLE 2. The minimum scale of wages for bread routes shall be 11 per cent on first \$300 and 8 per cent on all sales thereafter, with a guaranty of \$25 per week. The minimum scale of wages for cake routes shall be 10 per cent on all sales, with a guaranty of \$25 per week. Salesmen to receive commission on all goods delivered on his route at any time. This does not include Sundays and holidays. No two salesmen from the same shop to serve the same customers. Employer cutting salesman's route will guarantee salesman the same wages as at time of cut for six consecutive weeks. Master baker to give salesman a daily report of sales each day and a weekly report at the end of each week.

ART. 3. Eight hours constitutes a day's work, to be completed in 10 consecutive hours, six days to be a week's work. No salesman or extra man to work on Sunday or the first Monday in September, known as Labor Day.

Salesmen taking care of horses, wagons, or trucks in any way except on route to be paid \$2 per time. No salesman to pay for loading of his wagon or truck, nor will he be permitted to wrap or shuck bread, and not to report at the bakery earlier than one hour before leaving time.

ART. 6. Where there is a strike or lockout it will not be considered a violation of this contract for salesmen to refuse to serve the same.

The following provisions are taken from the Ice Wagon Drivers and Helpers' Local No. 519, San Francisco, June 25, 1923:

ARTICLE 5. Drivers and helpers will be required to do their regular work, without additional pay, on the first Sunday in September.

ART. 6. When drivers or helpers are required to do any work on Sundays * * * or holidays * * * they shall be paid for a full day's work at regular time, provided they work less than five hours; and if they work to exceed five hours they shall be paid for a full day at time and one-half.

ART. 7. On days preceding holidays drivers and helpers shall deliver a two days' supply of ice to their regular trade, regardless of the time it requires; but any other work done after the fixed hours, as set forth in article 9, shall be deemed overtime.

ART. 9. Working hours: Nine hours per day * * * with "give and take" one-quarter hour at quitting time; one hour thereof to be allowed for lunch; members of the union must have breakfast before reporting.

ART. 16. Whenever any member of the union is required by the company to give a bond for the faithful discharge of his duties, or to render proper accounts, or to indemnify the company against any accident or otherwise, all costs of such bonds to be paid by the company.

ART. 17. Overtime to be signed by drivers and helpers when they have finished their work and settled their accounts, provided no driver shall be allowed more than 20 minutes for settling his accounts.

ART. 18. * * * Drivers and helpers may go home when they have finished serving their trade, settling their accounts, and they learn from the foreman that there is no further handling of ice to be done, with the mutual understanding that no driver or helper shall be called upon to handle ice in the ice houses.

The following provisions are taken from Coal Teamsters' Local No. 68, Boston, April 14, 1923:

ARTICLE II. Eight hours shall be a day's work excepting on Saturdays from April 1 to September 30, 1923, inclusive, when work will end practically at 12 noon.

ART. III, SEC. 1. * * * Employees when required to work holidays shall be paid an additional day's pay at the regular weekly rate; i. e., two days' pay.

Wharfmen shall be paid wharfmen's pay for all kinds of work except while employed as carmen, wheelers, or trimmers while discharging coal from vessels.

Sec. 2. Pay for overtime of teamsters, chauffeurs, and helpers shall be based on 15-minute periods beginning at 5.15 p. m. on week days, excepting that on Saturdays from April 14, 1923, to September 30, 1923, overtime shall begin at 12.15 p. m.

Employees will be paid at the regular weekly rate of wages until 5 p. m. on week days, except on Saturdays as above specified, when the regular rate of wages will be paid until 12 noon.

Between 5 p. m. and 7 a. m. on week days all work shall be paid for at the rate of time and a half, except for stevedoring work as specified above. Pay for wharfmen, teamsters, and chauffeurs on Saturdays from April 14, 1923, to September 30, 1923, shall be at the rate of time and a half beginning at 12 noon.

ART. IV. The holidays * * * shall not be deducted from the weekly wages of the teamsters, chauffeurs, and wharfmen, provided they are regular employees and have worked the two previous days to and the succeeding day after the holiday during the pay-roll week in which the holiday occurs.

TELEGRAPHERS, COMMERCIAL

The Commercial Telegraphers' Union of America embraces all branches of the telegraph service except that on railroads and makes agreements with the various presses. Extracts from the three-year agreement made with the United Press, International News Service, August 8, 1924, follow:

First. That on and after July 1, 1924, the employer agrees to employ in its day, night, Saturday-night Morse, and automatic leased-wire service only telegraphers or automatic operators who are members of the union; provided said union can furnish competent Morse and automatic operators.

Second. The right of seniority shall rule in all cases, ability and fitness being equal. Seniority shall rank from the date of last regular employment. Seniority shall not be retained for more than three months, on leave of absence, except in cases of illness or military service.

Third. Eight hours, including 30-minute lunch period and two 10-minute rest periods, shall constitute a day's work on all circuits; six days or six nights shall constitute a week.

Fourth. Operators' grievances shall be submitted to the district chief operator within 48 hours with the right of appeal * * * to the president or editor-manager of the employer. No operator shall, without just cause, be transferred, suspended, or discharged. Any operator feeling himself unfairly transferred, suspended, or discharged, and disproving any charge made against him, shall be reinstated without prejudice and shall be reimbursed for all loss of pay and any reasonable and necessary expense which he may have incurred in proving his innocence.

Fifth. * * * Any operator desiring to resign shall give the district chief operator at least 10 days' notice of his intention or be fined or suspended, or both, by the union, such fine to be used to reimburse any reasonable expense incurred by the employer in covering the positions during the unfulfilled term of notice, and the employer agrees that any operator shall be given 10 days' notice of any suspension of service or 10 days' equivalent in money, or be transferred, railroad or boat fare to be paid by the employer.

Seventh. In any difference of opinion as to the rights of the parties to this agreement the question in dispute shall be submitted to arbitration, the decision of the arbitrators to be final and binding on both sides. Arbitrators shall consist of one person selected by the employer, one selected by the union, and the third selected by the first-named two.

Eighth. *Holidays.*—Day: A full day's pay for four hours' work up to noon or for four hours' work beginning at noon on Christmas and the Fourth of July, and double time for additional time.

Night: Double time shall be paid for not more than two of the following national legal holidays during the contract year to full-time night Morse and automatic operators: New Year's Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas, to be mutually agreed upon by the chief or division chief operator and the telegrapher.

Ninth. Two weeks' vacation, with full pay, to be taken between May 1 and October 1, shall be granted annually to all leased-wire and machine operators, except Saturday-night operators, of one year's continuous service.

Tenth. * * * If at the end of the second year of this contract an abnormal economic situation exists creating a major economic dislocation * * * the men and the company reserve the right to reopen this contract, in the usual manner provided for the termination of contracts, for revision in harmony with economic conditions. * * * In case there is any dispute as to the right of either party to reopen this contract under this clause the issue will be submitted to the Secretary of the Department of Labor or his appointees, whose decision will be final and binding.

Twelfth. It is agreed that in the case of staff reductions or the abolition of any position the operator vacating such position shall have the right to the position held by the junior operator in his chief operator's district, providing that operators transferring from one chief operator's district to another shall retain their seniority. Any operator desiring to transfer to another district or to another position in the same district shall file with the circuit chairman and chief operators of his own district and the district or districts to which he desires transfer, general chairman and superintendent of telegraph, duplicate copies of a standing bid or bids, not to exceed five in number, for the positions desired. Any operator desiring transfer from one chief operator's district to another shall have the same seniority rights as if he were already in the district to which he desires transfer. It is agreed that in the event of the position for which the bid is made becoming open the vacancy shall be offered to the bidder, by message on the wire, whose seniority entitles him to first consideration. It is further agreed that his transfer shall be contingent upon the ability of the union to supply competent operator to fill his position.

Fifteenth. Arbitrators shall consist of two persons, selected one by the union and one by the employer. If the two persons thus selected fail to reach an agreement within 48 hours, they shall select a third person, the majority to decide the points at issue. Should the representatives of the union and the employer fail to select a third arbitrator within 48 hours after having failed to agree upon the points at issue, the third arbitrator shall be selected by the United States Department of Labor. The decision of the arbitrators having been announced, both parties bind themselves to accept or reject the award within five days of its simultaneous announcement to the union and to the employer.

THEATRICAL STAGE EMPLOYEES

The International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada is formed of locals of the two above-named crafts. Only in the smaller towns are the two classes combined into one union. In the larger cities there is generally one local of each class.

The national organization provides two forms of contract, one for individual stage employees and one for individual moving-picture operators, for use of members of the union contracting with traveling organizations, and also issues a form of contract which is generally incorporated into the agreement made by the locals.

The last-named form contains, among other things, the following provisions:

1. The party of the first part agrees to employ only moving-picture-machine operators supplied by the party of the second part.

3. The party of the first part agrees that when desiring to dispose of the services of a member of the party of the second part who is employed on weekly salary he will give such member two weeks' notice or pay two weeks' salary in lieu thereof.

4. The party of the first part shall have the right to make such rules and regulations as may be deemed necessary for the management of the performances, and the party of the second part agrees that its members shall obey all rules and directions of any authorized representatives of the party of the first part, in so far as they do not conflict with the terms of this contract, with by-laws and working rules now in force of the party of the second part, or with the rules and

regulations of the International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada.

6. The party of the second part agrees that such of its members as are employed by the week shall give the party of the first part two weeks' notice in case they desire to leave the employment of the party of the first part.

Local agreements are generally made with individual theaters. The different unions classify places of amusement differently, by location, by seating capacity, by number of hours open daily, by number of days open weekly, by price of admission, whether open-air, vaudeville, combination, stock, or mixed theaters. All possible variations are covered.

Generally a projectionist is not to work longer than 6 or 7 hours a day. Theaters open for 10 or 12 hours a day employ two projectionists, and if open for a longer period in one day they employ three. Provision is usually made for the employment of a relief operator. Wages are by the week and generally six days constitute a working week; special rates are made for all overtime work, Sunday work, or midnight entertainments. Provision is always made for extra performances on special occasions. Operators are not to be required to carry films. The stage employees include carpenters, electricians, mechanics, and property men.

The agreements usually date from September 1, being effective for one year.

The following extracts are taken from the agreement of Local No. 170, motion-picture-machine operators, Kansas City, 1924-25:

The party of the first part agrees:

First. To employ none other than union operators for the operation of any machine used for the projection of moving or motion pictures, stereopticon views, or both, in the-----theater, at-----.

Second. That the operator be allowed to display at all performances union emblems approved by our international body.

Party of the second part agrees:

First. To furnish competent, experienced, sober, and reliable operators to the party of the first part at the earliest possible moment after being notified of a vacancy existing or to come into his or her establishment.

Third. To make frequent inspections of the working and the apparatus for which its members are directly responsible, and to use every means within its power to keep the same up to the highest standard of efficiency.

Sixth. Party of the second part agrees to pay up to and including \$150 indemnity in case of fire:

(a) At no time will this local be held responsible for fire unless the projection booth is equipped with metal film containers and fire extinguishers approved by the National Board of Fire Underwriters.

(b) Neither will this local be responsible in case of fire when equipment does not contain fire shields and all other necessary safety devices as required by the Board of Fire Underwriters.

(f) The local will not be responsible for film, either in case of fire or otherwise damaged, when film is being projected faster than 10 minutes per reel, reel not to exceed 1,000 feet.

Eighth. In any theater where the schedule is so arranged that it can not be properly manipulated by one man enough extra men shall be employed to properly present the show.

The number of men shall be fixed by the executive board of this local.

schedule of wages.— * * * All time over eight hours in any one day shall be construed as overtime.

Overtime shall be only on the hourly basis; fractions of an hour shall be one whole hour and computed at one and one-half times the regular wages.

Certain provisions of the agreement of Local No. 181, Baltimore, 1923-24, are given below:

Regular operators may lay off one full day each week, providing they furnish union substitute at no extra expense to the management.

Six week days shall constitute a week. Sundays double time, Christmas, New Year's, Fourth of July, Thanksgiving, and Labor Day, time and one-half.

The following extracts are taken from the agreement of Local No. 2, stage employees, Chicago, September 1, 1923:

All stage hands and flymen to report for work one-half hour before curtain, with the exception of the property department, who shall report three-quarters of an hour before curtain.

Their duties shall consist of setting and striking all scenes of said regular performance. All other labor performed shall be paid for at the regular scale.

No member of this local shall donate his service for any benefit without the sanction of the local.

For any performance running after 11.30 p. m. all employees shall receive overtime at the rate of single time up to 12 o'clock midnight; after 12 midnight the double-time rate shall prevail.

In theaters where acts are changed after the matinee, or any extra work is done, between the hours of 5 and 7 p. m.—namely, the supper hour—all men shall receive double time for such labor. This will include taking in and putting out extra acts or changing scenery, rehangng a show in any theater or any extra work outside of the regular current booked attraction.

All men reporting for work at the call of the carpenter, property man, or electrician, and through no fault of theirs there is no performance shall be paid for said performance.

* * * All time lost in waiting for cars or transfer company, men to be paid as per regular scale. All men handling scenery, properties, or electrical apparatus, or baggage in and out of car or in and out of theater must be members of the International Alliance of Theatrical Stage Employees.

* * * When a carpenter, electrician, property man, or other person borrows any article or articles for use in a theater he or they are acting as an agent for the management, and as such are not liable for loss by fire, theft, or other unforeseen causes, negligence or willful abuse excepted.

The extracts given below are taken from the agreement of Local No. 16, San Francisco, September 1, 1924:

* * * The maximum number of hours worked per week shall not exceed 48 hours.

Every hour worked between 12 o'clock midnight and 8 a. m. to count as two hours on the 48-hour week.

Any time in excess of the 48 hours shall be paid for at the rate governing broken time.

Four hours to be allowed as a performance; any time in excess of the four hours to be paid for at the rate of 25 cents for each quarter of the hour used.

All employees working at a theater must report 30 minutes before the performance.

UPHOLSTERERS

The Upholsterers' International Union of North America accepts into membership upholsterers of all kinds of furniture, vehicles, and cushions; hangers of draperies, curtains, window shades, and awnings; linoleum and carpet cutters and layers; mattress and box-spring makers, etc. Generally all are grouped into one union, though in a few cities the individual branches are separately grouped. The agreements are generally made with individual proprietors, and provide for a union shop, 44-hour week, overtime rate of time and a half (frequently even double time) and for Sundays and holidays double time, one apprentice to each four or five journeymen, and apprenticeship period of from three to five years. The following provisions are taken from the agreement of Local No. 76, New York City, September 1, 1923.

ARTICLE 7. Supervising foremen shall not be required to be members of the union. Foremen who do any work classified as journeymen's work * * * shall be required to be members of the union and shall receive wages not less than the minimum scale fixed by the organization, and they shall work the same number of hours as the other members of the union.

No owner, partner, or stockholder shall be permitted to do work classified as upholstery work.

ART. 8. All new materials are to be used in the manufacture of upholstered furniture, and employers must maintain sanitary conditions in the workrooms.

ART. 10. All agreements between the firms and individuals in effect at the date of the signing of this agreement shall be null and void, and no agreement whatsoever shall be entered into between employers and their employees as individuals from now on unless the same has been approved by Local No. 76.

ART. 11. * * * No bonus will be offered by the employers or paid to their employees other than their weekly wages. No employer shall hold back or in any manner retain a portion of wages of any employee for any purpose whatsoever, and all moneys belonging to members of this union now held by employers for any purpose whatsoever shall be returned to them when this agreement is accepted by the employer. And it is further agreed that no men shall ask or receive a loan or money from their employer.

The agreement of Local No. 77, Philadelphia, September 1, 1924, includes among its provisions the following:

3. The system of work in the shop shall be one of the two, either piecework or week work. There shall not exist two systems in one shop.

4. Forty hours shall constitute a week's work.

6. One apprentice shall be allowed to every eight journeymen.

8. Every apprentice shall join the union at the end of the first year of his apprenticeship.

11. No sewing shall be done by the upholsterers.

Division of available work is provided for in the agreement of Local No. 44, New York City, September 4, 1923, as follows:

During the dull season work shall be divided as equally as possible between the men employed at the expiration of the busy season. The custom now in effect in a few shops of borrowing men from each other is unfair to members who are without employment and should be discontinued.

* * * When there is not sufficient work for the employment of all our members, then the hours of labor shall be reduced to 40 hours per week, from January 1 to September 1, in order to provide employment for a larger number of workers.

In order for a firm to be designated as a union firm and published as such in the directory of union shops issued by Local No. 44, the owner of the establishment may only cut furniture covers, wall hangings, draperies, curtains, and shades.

If there is more than one partner or stockholder in the firm, they shall give the name of the partner or stockholder whom they wish to perform the work above designated to the union, who shall decide whether the man in question shall be permitted to perform this work.

WALL-PAPER CRAFTS

The locals of the United Wall Paper Crafts of North America make agreements with employers on forms furnished by the national organization. There are three of these—covering (1) printers and color mixers in factories, (2) print cutters in factories, and (3) print cutters employed in shops of jobbers—dated August 1, 1923, and effective for three years. In the first two agreements the manufacturer is called the party of the first part, the local the party of the second part, and the individual member of the local the party of the third part. Extracts from these agreements with the machine printers and color mixers follow:

ARTICLE I. * * * The parties of the third part shall be entitled to a vacation of two consecutive weeks between July 15 and September 15 in each year covered by this agreement, such vacation period to be designated by the party of the first part and for which no wages will be paid.

ART. II. The manufacturer guarantees to the machine printers and color mixers * * * for the first period 48 weeks' employment, 43 weeks at full pay and half pay for any time that subscribers of the parties of the third part should be idle up to 48 weeks. For the second and third periods 50 weeks' employment, 45 weeks at full pay, and half pay for any time that subscribers of the parties of the third part should be idle up to 50 weeks.

ART. III, SEC. A. * * * Fifty hours shall constitute a week's work, that is, five days of nine hours each and one day (Saturday) of five hours.

SEC. B. In the event of it being necessary for the manufacturer to operate his plant in excess of the hours provided for in Section A, it is agreed that all such overtime shall be paid for at the rate of time and one-half. * * * On * * * six * * * holidays there shall be no work performed and for which no wages shall be paid.

SEC. C. * * * There shall be no overtime work performed on Wednesdays or Saturdays, and should it be necessary for the manufacturer to operate his mill at night, or with a double force, this work shall be paid for at the rate of time and one-half time. * * * Should a holiday fall on either Monday, Tuesday, Thursday, or Friday, overtime work may be performed on the Wednesday of the same week at the option of the manufacturer, provided that not over 12 hours' overtime shall be worked in any one week. No overtime shall be performed in the months of June, July, and August unless the factory shall have lost time because of disability during the said three months.

ART. IV, SEC. B. * * * At least one boy shall be employed on a printing machine at all times, or one man for two printing machines, and two boys or one man while changing, and one helper to each color mixer, and * * * a color mixer for three printing machines for every seven grounding machines or blotchers, but when there is an additional printing or grounding machine the color mixer or mixers shall mix for the extra machine, but for more than an additional machine another color mixer shall be employed. * * * Any available help may be employed in printing top prints as finishing process, but in the case of printing backgrounds apprentices or journeymen are to be employed for that purpose. Tandem background machines to be under the control of the printer operating the printing machine. There shall be one color mixer apprentice for every four journeymen and one printer apprentice for every six journeymen. There shall be provided two grounding machines or a printing machine for the color mixer apprentice. There shall be a printing machine for the machine printer apprentice. * * * A six-machine plant shall be entitled to a machine printer apprentice. * * * Apprentices serving time shall not be disturbed by reason of reduction in number of printers or color mixers employed.

ART. V, SEC. B. * * * In the event of any disagreement between the party of the first part and parties of the third part, * * * the grievance shall be submitted first to a committee made up of the parties of the first part and third part herein. If the grievance so submitted * * * can not be amicably adjusted immediately between them, or in case the parties of the third part desire or claim the right to submit the question to their national organization, then the decision of the party of the first part shall prevail and work shall continue until such matter is either adjusted between the parties to this contract themselves or until the dispute shall be decided by the national organization for the parties of the third part.

ART. VII. * * * In the event of serious injury to or destruction of the factory or premises of the manufacturer by fire, windstorm, or other misfortune, or in case of the inability of the manufacturer, by reason of the war, governmental embargoes, or other official restraint of transportation, or strike or strikes in the coal mines or on the railroads, or any other strike that may affect the successful operation of the factory or its ability to secure coal or other material or supplies, or ship goods, or a strike of the minor help, to continue the operation of their printing machines, * * * this agreement shall be suspended during the continuance of such disability, but shall be revived as soon as such cause or causes are removed. In case of strike of minor help this suspension shall not extend beyond two weeks. Should any of the above reasons obtain, the manufacturer agrees to pay the men signatory to this agreement 50 per cent of their wages for time lost as the consequence of their inability to operate on account of such specified cause or causes for a period of two weeks.

ART. IX. * * * The party of the first part hereto shall not, and will not, place any orders for the manufacture of goods with any other than a union factory.

ART. XIII. The party of the first part will not require the party of the third part to work in a factory where nonunion print cutters are employed.

The preceding provisions are also contained in the agreement of print cutters. Other provisions are:

ARTICLE IV. The manufacturer * * * agrees to employ only print cutters affiliated with the United Wall Paper Crafts of North America, who are in good standing, on such work as may be performed in the manufacturer's shop; but no restriction is placed on the manufacturer as to the use of foreign or non-union cut rollers; and the print cutters, * * * and the parties of the third part * * * further agree to mend or repair any blocks which the manufacturer may desire to have repaired, whether such blocks are of union, nonunion, foreign, or domestic manufacture.

ART. VI, Sec. B. * * * In the event of serious injury to or destruction of the factory or premises of the manufacturer by fire, windstorm, or other misfortune creating a shortage in materials, making manufacturing prohibitory, * * * this agreement shall be suspended during the continuance of the disability of the manufacturer to operate on account of such injury or destruction to property.

The agreement of print cutters in jobbing shops contains the provisions below:

Fifth. * * * A week's work shall consist of 44 hours, * * * and there shall positively be no work done on Sunday.

Sixth. All time worked in excess of the hours above specified shall be paid for at the rate of time and one-half.

The party of the second part also agrees not to do any work themselves in any of the branches of print cutting after 12 o'clock noon on Saturdays, except when absolutely necessary to get out shipments during the months of July and August, and positively no Sunday work at all.

Tenth. The party of the second part agrees that all contracts for work with manufacturers shall contain a provision that in case of disagreement arising between the manufacturer and the executive board of the United Wall Paper Crafts of North America * * * the said party of the second part shall not be liable under this agreement, but that said party of the second part shall be privileged to return all work in said party's possession under said contract to the manufacturer, if the dispute between said manufacturer and said general executive board or the party of the first part can not be settled within one week by negotiation or other amicable means.

Twelfth. * * * In event of disagreement between the party of the second part and the members of the party of the first part there will be no strike or lockout in the first instance. All disagreements shall be submitted to the general executive board of the United Wall Paper Crafts of North America for adjustment. The decision of said board must be made within one week; in the meantime the conditions objected to shall be eliminated. When such dispute is determined * * * the party against whom the decision is made shall pay the expenses incident to the adjustment of said agreement.

Eighteenth. For a violation of any of the provisions of this agreement by the party of the second part said party shall be required to pay and will immediately become indebted to the party of the first part the sum of \$500, said sum to be in lieu of and in liquidation of damages resulting to the party of the first part because of such violation.

Nineteenth. * * * In case there is a violation of this * * * or other agreement by either party, then this agreement shall in its entirety and in each and every of its terms become null and void from date of such violation except as to the payment of liquidated damages, as herein specified.

SERIES OF BULLETINS PUBLISHED BY THE BUREAU OF LABOR STATISTICS

*The publication of the annual and special reports and of the bimonthly bulletin was discontinued in July, 1912, and since that time a bulletin has been published at irregular intervals. Each number contains matter devoted to one of a series of general subjects. These bulletins are numbered consecutively, beginning with No. 101, and up to No. 236 they also carry consecutive numbers under each series. Beginning with No. 237 the serial numbering has been discontinued. A list of the series is given below. Under each is grouped all the bulletins which contain material relating to the subject matter of that series. A list of the reports and bulletins of the Bureau issued prior to July 1, 1912, will be furnished on application. The bulletins marked thus * are out of print.*

Wholesale Prices.

- *Bul. 114. Wholesale prices, 1890 to 1912.
- Bul. 149. Wholesale prices, 1890 to 1913.
- *Bul. 173. Index numbers of wholesale prices in the United States and foreign countries
- *Bul. 181. Wholesale prices, 1890 to 1914.
- *Bul. 200. Wholesale prices, 1890 to 1915.
- *Bul. 226. Wholesale prices, 1890 to 1916.
- Bul. 269. Wholesale prices, 1890 to 1919.
- Bul. 284. Index numbers of wholesale prices in the United States and foreign countries. [Revision of Bulletin No. 173.]
- Bul. 296. Wholesale prices, 1890 to 1920.
- Bul. 320. Wholesale prices, 1890 to 1921
- Bul. 335. Wholesale prices, 1890 to 1922.
- Bul. 367. Wholesale prices, 1890 to 1923
- Bul. 390. Wholesale prices, 1890 to 1924. (In press.)

Retail Prices and Cost of Living.

- *Bul. 105. Retail prices, 1890 to 1911: Part I.
Retail prices, 1890 to 1911: Part II—General tables
- *Bul. 106. Retail prices, 1890 to June, 1912: Part I
Retail prices, 1890 to June, 1912: Part II—General tables.
- *Bul. 108. Retail prices, 1890 to August, 1912
- *Bul. 110. Retail prices, 1890 to October, 1912.
- *Bul. 113. Retail prices, 1890 to December, 1912.
- *Bul. 115. Retail prices, 1890 to February, 1913.
- *Bul. 121. Sugar prices, from refiner to consumer.
- Bul. 125. Retail prices, 1890 to April, 1913.
- *Bul. 130. Wheat and flour prices, from farmer to consumer.
- Bul. 132. Retail prices, 1890 to June, 1913.
- Bul. 136. Retail prices, 1890 to August, 1913.
- *Bul. 138. Retail prices, 1890 to October, 1913.
- *Bul. 140. Retail prices, 1890 to December, 1913
- Bul. 156. Retail prices, 1907 to December, 1914.
- Bul. 164. Butter prices, from producer to consumer.
- Bul. 170. Foreign food prices as affected by the war.
- Bul. 184. Retail prices, 1907 to June, 1915.
- Bul. 197. Retail prices, 1907 to December, 1915.
- Bul. 228. Retail prices, 1907 to December, 1916
- Bul. 270. Retail prices, 1913 to 1919.
- Bul. 300. Retail prices, 1913 to 1920
- Bul. 315. Retail prices, 1913 to 1921.
- Bul. 334. Retail prices, 1913 to 1922.
- Bul. 357. Cost of living in the United States.
- Bul. 366. Retail prices, 1913 to December, 1923.
- Bul. 369. The use of cost-of-living figures in wage adjustments. (In press.)

Wages and Hours of Labor.

- Bul. 116. Hours, earnings, and duration of employment of wage-earning women in selected industries in the District of Columbia.
- *Bul. 118. Ten-hour maximum working-day for women and young persons.
- Bul. 119. Working hours of women in the pea canneries of Wisconsin.
- *Bul. 128. Wages and hours of labor in the cotton, woolen, and silk industries, 1890 to 1912.
- *Bul. 129. Wages and hours of labor in the lumber, millwork, and furniture industries, 1890 to 1912.
- *Bul. 131. Union scale of wages and hours of labor, 1907 to 1912.
- *Bul. 134. Wages and hours of labor in the boot and shoe and hosiery and knit goods industries, 1890 to 1912.
- *Bul. 135. Wages and hours of labor in the cigar and clothing industries, 1911 and 1912.
- Bul. 137. Wages and hours of labor in the building and repairing of steam railroad cars, 1890 to 1912.
- Bul. 143. Union scale of wages and hours of labor, May 15, 1913.
- *Bul. 146. Wages and regularity of employment and standardization of piece rates in the dress and waist industry of New York City.
- *Bul. 147. Wages and regularity of employment in the cloak, suit, and skirt industry.
- *Bul. 150. Wages and hours of labor in the cotton, woolen, and silk industries, 1907 to 1913.
- *Bul. 151. Wages and hours of labor in the iron and steel industry in the United States, 1907 to 1912.
- Bul. 153. Wages and hours of labor in the lumber, millwork, and furniture industries, 1907 to 1913.
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- *Bul. 171. Union scale of wages and hours of labor, May 1, 1914.
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- *Bul. 190. Wages and hours of labor in the cotton, woolen, and silk industries, 1907 to 1914.
- *Bul. 194. Union scale of wages and hours of labor, May 1, 1915.
- Bul. 204. Street railway employment in the United States.
- Bul. 214. Union scale of wages and hours of labor, May 15, 1916.
- Bul. 218. Wages and hours of labor in the iron and steel industry, 1907 to 1915.
- Bul. 221. Hours, fatigue, and health in British munition factories.
- Bul. 225. Wages and hours of labor in the lumber, millwork, and furniture industries, 1915.
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- Bul. 262. Wages and hours of labor in cotton goods manufacturing and finishing, 1918.
- Bul. 265. Industrial survey in selected industries in the United States, 1919.
- *Bul. 274. Union scale of wages and hours of labor, May 15, 1919.
- Bul. 278. Wages and hours of labor in the boot and shoe industry, 1907 to 1920.
- Bul. 279. Hours and earnings in anthracite and bituminous coal mining, 1919 and 1920.
- Bul. 286. Union scale of wages and hours of labor, May 15, 1920.
- Bul. 288. Wages and hours of labor in cotton goods manufacturing, 1920.
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- Bul. 297. Wages and hours of labor in the petroleum industry, 1920.
- Bul. 302. Union scale of wages and hours of labor, May 15, 1921.
- Bul. 305. Wages and hours of labor in the iron and steel industry, 1907 to 1920.
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- Bul. 317. Wages and hours of labor in lumber manufacturing, 1921.
- Bul. 324. Wages and hours of labor in the boot and shoe industry, 1907 to 1922.
- Bul. 325. Union scale of wages and hours of labor, May 15, 1922.
- Bul. 327. Wages and hours of labor in woolen and worsted goods manufacturing, 1922.
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- *Bul. 109. Statistics of unemployment and the work of employment offices.
- Bul. 116. Hours, earnings, and duration of employment of wage-earning women in selected industries in the District of Columbia.
- Bul. 172. Unemployment in New York City, N. Y.
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- Bul. 192. Proceedings of the American Association of Public Employment Offices.
- *Bul. 195. Unemployment in the United States.
- Bul. 196. Proceedings of the Employment Managers' Conference held at Minneapolis, Minn., January, 1916.
- *Bul. 202. Proceedings of the conference of Employment Managers' Association of Boston, Mass., held May 10, 1916.
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- Bul. 220. Proceedings of the Fourth Annual Meeting of the American Association of Public Employment Offices, Buffalo, N. Y., July 20 and 21, 1916.
- Bul. 223. Employment of women and juveniles in Great Britain during the war.
- *Bul. 227. Proceedings of the Employment Managers' Conference, Philadelphia, Pa., April 2 and 3, 1917.
- Bul. 235. Employment system of the Lake Carriers' Association.
- *Bul. 241. Public employment offices in the United States.
- Bul. 247. Proceedings of Employment Managers' Conference, Rochester, N. Y., May 9-11, 1918.
- Bul. 310. Industrial unemployment: A statistical study of its extent and causes.
- Bul. 311. Proceedings of the Ninth Annual Meeting of the International Association of Public Employment Services, Buffalo, N. Y., September 7-9, 1921.
- Bul. 337. Proceedings of the Tenth Annual Meeting of the International Association of Public Employment Services, Washington, D. C., September 11-13, 1922.
- Bul. 355. Proceedings of the Eleventh Annual Meeting of the International Association of Public Employment Services, September 4-7, 1923.

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- *Bul. 116. Hours, earnings, and duration of employment of wage-earning women in selected industries in the District of Columbia.
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- Bul. 212. Proceedings of the conference on social insurance called by the International Association of Industrial Accident Boards and Commissions, Washington, D. C., December 5-9, 1916.
- *Bul. 217. Effect of workmen's compensation laws in diminishing the necessity of industrial employment of women and children.
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- Bul. 264. Proceedings of the Fifth Annual Meeting of the International Association of Industrial Accident Boards and Commissions, held at Madison, Wis., September 24-27, 1918.
- Bul. 272. Workmen's compensation legislation of the United States and Canada, 1919.
- *Bul. 273. Proceedings of the Sixth Annual Meeting of the International Association of Industrial Accident Boards and Commissions, held at Toronto, Canada, September 23-26, 1919.
- Bul. 275. Comparisons of workmen's compensation laws of the United States and Canada.
- Bul. 281. Proceedings of the Seventh Annual Meeting of the International Association of Industrial Accident Boards and Commissions, held at San Francisco, Calif., September 20-24, 1920.
- Bul. 301. Comparison of workmen's compensation insurance and administration.
- Bul. 304. Proceedings of the Eighth Annual Meeting of the International Association of Industrial Accident Boards and Commissions, held at Chicago, Ill., September, 19-23, 1921.
- Bul. 312. National Health Insurance in Great Britain, 1911 to 1920.
- Bul. 332. Workmen's compensation legislation of the United States and Canada, 1920 to 1922.
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- Bul. 359. Proceedings of the Tenth Annual Meeting of the International Association of Industrial Accident Boards and Commissions, held at St. Paul, Minn., September 24-26, 1923.
- Bul. 379. Comparison of workmen's compensation laws of the United States as of January 1, 1925.
- Bul. 385. Proceedings of the Eleventh Annual Meeting of the International Association of Industrial Accident Boards and Commissions, held at Halifax, Nova Scotia, August 26-28, 1924.

Industrial Accidents and Hygiene.

- *Bul. 104. Lead poisoning in potteries, tile works, and porcelain enameled sanitary ware factories.
- Bul. 120. Hygiene of the painters' trade.
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- *Bul. 201. Report of committee on statistics and compensation insurance cost of the International Association of Industrial Accident Boards and Commissions. [Limited edition.]
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SPECIAL PUBLICATIONS ISSUED BY THE BUREAU OF LABOR STATISTICS

Description of occupations, prepared for the United States Employment Service, 1918-19.

Boots and shoes, harness and saddlery, and tanning.

Cane-sugar refining and flour milling.

Coal and water gas, paint and varnish, paper, printing trades, and rubber goods.

Electrical manufacturing, distribution, and maintenance.

Glass.

Hotels and restaurants.

Logging camps and sawmills.

Medicinal manufacturing.

Metal working, building and general construction, railroad transportation, and shipbuilding.

Mines and mining.

Office employees.

Slaughtering and meat packing.

Street railways.

*Textiles and clothing.

*Water transportation.