

U. S. DEPARTMENT OF LABOR  
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BUREAU OF LABOR STATISTICS  
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BULLETIN OF THE UNITED STATES }  
BUREAU OF LABOR STATISTICS } . . . . . No. 448

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

TRADE AGREEMENTS  
1926



JULY, 1927

UNITED STATES  
GOVERNMENT PRINTING OFFICE  
WASHINGTON  
1927

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

NO. 448

WASHINGTON

JULY, 1927

## TRADE AGREEMENTS IN 1926

### INTRODUCTION

This is the third bulletin of the United States Bureau of Labor Statistics devoted entirely to collective agreements. The first, Bulletin No. 393, contained extracts from agreements made during the years 1923 and 1924, and the second, Bulletin No. 419, contained extracts from agreements made during the year 1925.

The present bulletin is devoted to agreements made during the year 1926. No agreement given in a former bulletin is here repeated, but references to the earlier bulletins are given in the case of trades where 1926 agreements either were not made or were not available.

Agreements relating to railroads are included in this bulletin for the first time, and in two cases where no agreement issued during 1926 was available extracts have been made from an agreement issued in a former year but still in force.

Since 1912 the bureau has made an effort to collect agreements made in the leading industries. The number of agreements made annually is not known, as most of them are not printed. In fact, probably the majority of them are not reduced to writing, but are simply verbal understandings. That the number of agreements made must be very large is evidenced by the fact that the bureau has a collection of 17,000 copies, having received over 1,500 during the current year. It is evident that only a small percentage of them can appear in a bulletin of this character.

The constitutions of the international organizations frequently contain clauses required to be inserted in all agreements made by unions under their jurisdiction. As many locals insert these and other items in their own constitutions it occasionally happens that the by-laws and constitution of a local contain all that elsewhere appears in written agreements. In fact the observance of the by-laws by an employer is occasionally the only agreement required, and failure on his part to observe the by-laws results in the loss of his help. (See p. 37, where a vote of the union is observed by the employers as an agreement.)

Sometimes the agreement requires the employer to observe the rules (see p. 64), by-laws (see p. 127), or constitution of the union

(see pp. 50, 127), and occasionally such observance is not required (see pp. 30, 130). Some agreements read as if they were a promise made by the employer. (See pp. 11, 90.)

There is no uniform method of making agreements. The less formal are made by a local and presented to the employers for acceptance. Others are made by the national officers of the union, by delegates, by large sections of the unions, by district councils, or by small groups of locals in a city and its vicinity, or by the locals or their officials, acting in accordance with the vote of the local made in general meeting as to what it desires to have inserted in the next agreement. In some cases, a local is not allowed to make a demand on employers without first securing the approval of its national officers. In other cases a representative of the national board aids in the drawing up of the agreement. As a matter of fact, in a majority of cases the new agreement is merely a slightly revised copy of the old and the bargaining is over the insertion or the revision of a few items.

The agreement, after being made, is generally returned to the local for approval. It is accepted or rejected in open meeting after hearing the report of the officers. If rejected, it is returned to the officers for further consideration. If accepted, it is signed by the proper officers—president, secretary, business agent, or a committee—and in many cases sent to the national officers for their approval. (See pp. 13, 84, 100.) In the meantime the agreement is being examined by the employers, for frequently it has been drawn up by a joint committee representing both employees and employers, and its exact wording is often a compromise between the two parties. If satisfactory the agreement is signed by the individual employers or by some one designated by them if they act collectively. (See p. 11.) In one case the agreement is signed by each member of the union. (See p. 69.)

The agreements are generally executed in duplicate, one copy being retained by the employer and one by the local. A third copy is sometimes made and filed with the national organization. In many cases these two or three copies are the only evidence of the contract. In some cases, however, the union prints the agreement and gives a copy of it to each member. Oftentimes the employers also print copies for their own use. The railroads very generally print copies for the use of their employees and officials. Sometimes the agreements are posted on the walls of the shop. (See pp. 90, 105.)

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

From these various printed copies and a few typewritten copies furnished where the agreement has not been printed the present bulletin has been prepared.

## GENERAL CONTENTS OF AGREEMENTS

Although there are few provisions common to all agreements their general object is the same and a number of subjects of a general character are covered, in more or less similar language, in various agreements. Therefore, in order to avoid undue repetition through-

out the bulletin these general provisions have often been summarized under each heading. In addition, an outline of the general contents of agreements, with page references to a selected number of illustrative cases, is given below.

### UNION MEMBERSHIP

Agreements usually begin with a preamble stating their object and purpose. (See pp. 107, 75, 118.) Generally they provide for a union shop (see pp. 9, 85) or permit the employment only of employees in good standing in the union. (See pp. 76, 91, 93.) Membership in the union is evidenced by the presentation of a membership card properly filled out. (See pp. 69, 73, 76, 82.) Members of the union are at times forbidden to solicit work except through the business agent. (See p. 91.)

Employers are often required to hire their employees through the union office (see pp. 59, 69, 82) and to take any capable skilled workman sent (see p. 91), though at times it is expressly stated that the employer may choose his employees (see pp. 55, 91) or determine their competency (see p. 63), in which case it is the duty of the steward or some one else to see that only union men are hired (see p. 50).

An employer is sometimes allowed to discharge a new employee within a trial period of two weeks from the date of employment (see pp. 69, 76, 82), but afterwards only on notice of from one (see p. 68) to two weeks, and his discharge is to be for cause only (see p. 15). Under the circumstances the union agrees to furnish the employers with skilled help capable of doing the work satisfactorily. (See pp. 54, 91.)

If no union man is available in response to the call of the employer the latter may obtain his needed additional help from any other source (see p. 56) until the union is able to furnish the men required (see p. 143). Generally employees thus hired must secure permit cards from the union before going to work (see pp. 7, 55, 65, 93) and must join the local immediately (see pp. 108, 139)—within 1 day (see p. 90), 6 days (see p. 104), 10 days (see p. 100), 30 days (see p. 135), 1 week (see pp. 23, 203), 2 weeks (see pp. 73, 93), or 3 weeks (see p. 20).

In case such nonunion employee refuses or neglects (see pp. 11, 67) to join the union within the time specified or is deemed incompetent by the union, his services are to be dispensed with by the employer as soon as a union man can be found to take his place. In some unions no application for membership will be considered while members of the union are out of employment. (See p. 107.)

Some agreements do not require employees to be members of the union but call for a preferential shop only; that is, one in which union men are employed in preference to nonunion. (See pp. 80, 97.)

A shop chairman or committee is elected or appointed by the union to look out for union interests in each shop. (See pp. 12, 50, 73, 105.) The business agent, organizer, or a committee of the union is to be admitted into the shop at any time in the interest of the employees. (See pp. 13, 56, 76.) Discrimination against union workers by an employer is frequently expressly forbidden (see pp. 63, 73, 101, 148), especially shop stewards and delegates (see pp.

50, 104) who are given employment in preference to others. (See pp. 10, 59, 80.)

Generally foremen and superintendents are required to be practical workmen (see p. 74), but are not required to be members of the union (see pp. 83, 86, 103), since they represent the contractors or employers (see p. 63) and have supervision over the employees (see p. 107). However, occasionally such requirement is made (see p. 10), especially when they do the work of journeymen (see pp. 12, 34, 83, 204). One agreement requires a foreman to join the union when he has 10 men working under him. (See p. 62.) Another requires him to be appointed according to seniority. (See p. 101.) When members of the union, foremen are not amenable to discipline by the union. (See p. 121.)

Sometimes no member of a firm (see p. 76) and no stockholder in a company (see p. 12) or officer in a corporation (see p. 30) is allowed to do journeyman's work in his own establishment. Generally, however, one such member is allowed to do so, but the others must join the union. (See pp. 57, 69.) One child of an employer is allowed to work without joining the union, by one agreement. (See p. 65.)

In some cases journeymen are not allowed to act as contractors. (See pp. 39, 54.) Work is occasionally forbidden to be given out to be done at home. (See pp. 74, 96.) Frequently no restriction is placed on the amount of work an employee is allowed to do. (See pp. 63, 107.) Equal pay for equal work without regard to sex is a rule often stated. (See pp. 15, 96, 149.)

#### WAGES

Scarcely an agreement exists that does not state the wages to be paid, which are always considered as a minimum, however; the lowering of existing higher wages to the minimum rate is generally forbidden (see pp. 92, 138), but higher rates are permitted to be paid (see pp. 9, 66). Lower rates are authorized to be paid workers handicapped in some manner. (See pp. 47, 70.)

Wages are frequently stated by the hour in building and metal trade agreements, but by the week in agreements in most other occupations. Generally they are paid in cash weekly (see pp. 129, 131, 204), but often at a stated hour on a specified day (see pp. 38, 102). Occasionally payment by check is allowed. (See p. 124.)

The giving of a bonus is frequently forbidden (see p. 59), as is also the adoption of a piecework system (see pp. 68, 73). When the latter prevails, prices are often settled by a committee consisting of representatives of the employers and employees. (See pp. 77, 94, 95.)

When work is done outside the city, an employee is generally paid, in addition to transportation, board, and lodging (see p. 51), for the time consumed in traveling from the shop to the job and return (see p. 30), sometimes additional to the eight hours put in on the job (see p. 102) and sometimes considered as a part of the eight hours' work for the day (see pp. 56, 155).

Contractors who have been unable to meet the pay roll in the past must furnish bond to meet it in the future. (See p. 41.) Security for the faithful performance by the employer of the terms of the agreement is occasionally demanded (see pp. 42, 71), but taking security from the employee is often prohibited (see pp. 74, 76).



## HOURS

The hours of work are always stated in the agreement (see pp. 9, 18, 68), which also frequently specifies the exact hour of beginning and of ending work and the period to be allowed for the noonday meal (see pp. 9, 66, 82).

The 8-hour day is very generally observed, as will appear in the extracts from agreements that follow. The 44-hour week is practically the rule in several trades, notably building (see p. 29), clothing (see p. 82), longshoremen (see p. 97), metal (see pp. 101, 102, 105), and stone (see pp. 46, 62), and to a certain extent in the printing trade (see p. 120).

There are several instances of a 9-hour day (see pp. 11, 21, 91, 195), or a 54-hour week (see p. 66), but the general tendency is in the direction of shortening the working hours. There are cases of a 46½-hour week (see p. 68), a 45-hour week (see p. 92), a 7½-hour day (see p. 131) and a 42-hour week (see p. 77), while moving-picture operators rarely work over 6½ hours per day (see p. 201). Sometimes 48 hours are worked in 5½ days (see p. 101), or 45 hours in 5 days (see p. 92). There are several instances of a 40-hour week worked in 5 days all the year round (see pp. 37, 50, 51, 69, 80), or for part of the year (see p. 73). Where printers are obliged to work on holidays, 5 (see p. 126), 5½ (see p. 137), or 6 hours (see p. 140) frequently constitute a day's work.

A week is almost invariably defined as six days. (See pp. 13, 66.) Sunday is usually observed as the weekly day of rest (see pp. 12, 89, 100), though in continuous industries any day may be so observed (see p. 197).

State holidays are frequently observed by unions as rest days. (See pp. 74, 84, 101.) Some unions do not observe every holiday (see p. 87), while others do (see pp. 16, 46, 203). Jewish holidays are often observed by unions composed largely of Jews. (See p. 16.) Work on Labor Day is generally forbidden (see pp. 62, 94, 105), except to protect life or property (see p. 102) and at a reduced number of hours (see p. 126). A Wednesday half holiday is observed during the summer by some unions. (See p. 100.)

As a rule men are not paid for a holiday when no work is performed (see p. 92), but the practice is becoming increasingly common, outside the building trades, to pay for holidays (see pp. 17, 46, 72, 73) or for some of them at least (see pp. 70, 80, 94).

Furthermore vacations with pay are provided for in several agreements. The usual provision is for one week's vacation after one year of service (see p. 66), but the vacation period may be 10 days (see pp. 15, 149) or 2 weeks (see p. 198).

As a rule, work performed before or after the regular daily schedule of hours is paid for at the rate of time and a half and work done on Sundays and holidays, including Saturday afternoon where the 44-hour week prevails, at double rates (see pp. 68, 94), though there are many exceptions to this statement, as appears in the agreements here printed. In emergencies, overtime is occasionally paid for at straight time (see p. 61), and no extra charge is made for the first hour (see p. 195) or two of overtime (see p. 126) in a few agreements.

## OVERTIME

Some unions charge the overtime rate of time and a half in all cases (see pp. 24, 104, 109, 149); others charge the overtime rate of double time always (see pp. 29, 47, 105). Sometimes the provisions are time and a half for the first two (see p. 55) or three (see p. 134) hours of overtime and double time thereafter, or before 9 o'clock and after (see p. 61), or before midnight and after (see p. 138). Sometimes triple time is required for Sundays and holidays. (See p. 134.) In one case time and a half is required for four hours, double for the next four, and triple for the third four. (See p. 136.) Pieceworkers receive overtime pro rata (see pp. 77, 159), in one case 15 per cent extra (see p. 24). Sometimes the overtime is charged on a one-minute (see pp. 163, 168) or five-minute basis (see p. 124); in others on an hourly basis (see p. 160). Occasionally employers are forbidden to suspend work during regular hours in order to absorb overtime. (See p. 155.) Overtime is to be equally distributed among the employees. (See pp. 157, 204.)

Overtime work is opposed by the unions and many provisions are made to reduce the amount of it. In some cases no overtime work is allowed until the union officials have been notified (see p. 35), and permission granted by a business agent (see pp. 47, 48), a joint arbitration board (see p. 57), a joint committee representing the union and the employer (see p. 58), or the officers of the union or the employers' association (see pp. 32, 66), such consent to be in writing in one case (see p. 51).

Overtime is permitted generally in case of emergency, to save life or property (see pp. 47, 57, 90, 155), when a shop has no vacant room for additional workers (see p. 77), or the union is unable to furnish the needed help (see p. 80).

In other cases the amount of overtime is limited to one day a week (see p. 14), three hours a week (see p. 14), four hours a week (see p. 12), one hour a day (see p. 77), two hours a day (see p. 80), three hours a day (see p. 73), or the busy part of the year (see p. 73). In one case a man who has worked six hours' overtime in any one week must take a day off the next week. (See p. 133.)

In continuous operations and in trades where night work exists regularly or the employees work in shifts, overtime rates do not apply. (See p. 103.) Instead there is often a separate scale prepared for such cases, which calls for either a slight increase in wages over the day scale (see pp. 12, 49, 135, 139) or a decrease in the number of hours worked per shift (see pp. 44, 55, 128, 133). There are instances where night work and Sunday work are expressly forbidden. (See p. 13.)

## ARBITRATION

Unions endeavor to settle grievances by conciliation if possible, resorting to arbitration only when conciliation fails (see p. 118). Grievances are handled in the first place by the employee affected and his foreman, and then by succeeding higher officials or committees of the union and of the employer. (See pp. 101, 104, 173.) Frequently a grievance committee, known by various names, consisting of an equal number of employers and employees is provided

for to adjust disputes which can not be settled by the employer and employees (see pp. 10, 29, 108), and if the committee is unable to agree it frequently has the right to add an extra man to its number (see pp. 21, 92, 204).

Many agreements contain clauses in regard to arbitration. Generally an arbitration board consists of an equal number of representatives from each side, with a chairman appointed by the other members of the board. (See pp. 13, 21.) The decision of the board is always final and binding on both sides. Agreements containing full provisions relating to arbitration will be found on pages 27, 58, 132.

Strikes and lockouts are frequently forbidden during the life of the agreement (see pp. 10, 52, 57, 74), especially when a grievance is being considered (see pp. 101, 105), unless ordered by the national organization (see pp. 30, 130) or a general strike exists (see p. 92). The refusal of union men to work with nonunion men (see pp. 55, 100), or on an unfair job (see p. 107) or on nonunion material (see p. 63), or on work destined for an unfair employer (see pp. 68, 128), or because the employer supplies work (see p. 70) or goods (see p. 12) to anyone whose employees are on strike (see p. 18) or who is in arrears in payment of wages (see p. 48) is not generally considered a breach of the agreement, though such stoppage does not generally occur when nonunion men in other trades are working for the same employer on other jobs (see pp. 31, 57). Sympathetic strikes are allowed when ordered by the proper officials (see pp. 16, 60, 103), but jurisdictional strikes are forbidden (see p. 55).

#### APPRENTICESHIP

Many agreements contain apprenticeship provisions. Under these an apprentice is articulated to a certain employer, is registered with the union, serves a stated length of time, and is admitted as a journeyman on passing an examination given by a committee of the union, frequently in conjunction with a committee representing the employers. (See pp. 36, 49, 141.)

The apprenticeship period varies with the occupation. In general it is four years (see pp. 63, 103, 119), in some cases five years (see pp. 57, 134), but frequently less, as three years (see pp. 14, 47, 53, 106), two years (see pp. 21, 203), one year (see p. 73), or six months (see p. 73). In several trades the period is not mentioned. Apprentices are to be from 16 to 22 years of age at the time of articling. (See pp. 23, 36, 101.)

Employers are limited as to the number of apprentices they may employ. The number varies from 1 apprentice for each 3 journeymen employed (see p. 14) to 1 for each 15 journeymen (see p. 84). The wages of apprentices vary from year to year. (See p. 52.)

Employers are often given the right to maintain schools for the training of apprentices (see p. 26) and apprentices are frequently obliged to attend evening school (see pp. 32, 39, 128). They are often forbidden to be employed upon the night force (see pp. 133, 142) or to work overtime except with a journeyman or in case of emergency (see p. 133). One agreement forbids the employment of apprentices. (See p. 75.)

## UNEMPLOYMENT

Outside of these five main provisions—union shop, wages, hours, arbitration, and apprentices—many matters appear in the various agreements, though not uniformly. An important one is that of unemployment. Various attempts have been made to tide over the slack seasons of work. The usual method has been to discharge the superfluous help and keep at work only as many as are needed, in which case the agreement generally provides that the older employees shall be retained and those with a shorter term of service shall be discharged first, and when the force is again increased the men are to be taken back according to their seniority (see pp. 101, 105, 173) and upon resumption of work former employees shall be engaged before new ones (see p. 76). Another method is to distribute the work as equally as possible (see pp. 11, 68, 69, 76) or to lay off the men in rotation (see pp. 21, 84, 101, 106) or to shorten the length of the working-day (see p. 161). A third is a system of unemployment insurance, which is perhaps more thoroughly worked out in the clothing industries than in others. (See pp. 70, 79.)

## MISCELLANEOUS PROVISIONS

Seniority is provided for in all railroad agreements, many street railway agreements, and some others. (See p. 199.)

The check-off is allowed in some agreements (see pp. 23, 87, 88, 182) and seems to exist in others (see p. 62).

Various provisions are inserted in the agreements relative to the comfort and safety of employees. For example, satisfactory sanitary arrangements may be demanded (see pp. 74, 92), with toilets (see p. 101), washrooms (see p. 159), dressing rooms and lockers (see pp. 35, 52); cold drinking water is to be furnished at all times (see pp. 32, 87, 92); establishments are to be kept in a clean and sanitary condition (see pp. 12, 71); buildings in process of erection are to be inclosed and heated in winter (see p. 50); suitable shelter is to be provided to protect lives and health (see p. 98); dust-raising machines are to be provided with suction devices (see p. 48); suitable fire protection is to be provided (see p. 74). Several agreements require employers to carry liability insurance (see p. 42) or workmen's compensation insurance (see pp. 16, 52), and to observe the requirements of sanitary standards and safety codes and laws of the State where located (see p. 204).

In those trades where a union label exists which can be placed on products its use is often made compulsory. (See pp. 12, 84, 93, 135.) In places where service exists the use of a shop or union card is frequently required. (See pp. 19, 66, 90, 100.)

Agreements are generally made for one year, though other periods of time are adopted, as two years (see pp. 43, 60, 78, 108), three years (see pp. 56, 71, 113, 199), five years (see p. 126), and occasionally less than a year (see p. 83). Agreements for more than one year generally contain a provision allowing the wage section to be revised yearly. (See p. 138.)

Many agreements are indeterminate in length and may be revised at any time (see pp. 102, 150), others may be revised at yearly periods

(see p. 204), and others, though made for a stated period of time, often contain a clause that the contract shall continue from year to year until either party notifies the other of a desire to terminate or change (see pp. 48, 71, 84).

Many methods of revising the agreement are used. A rather elaborate one is that of the painters in St. Louis. (See p. 53.)

The extracts here given are not a reprint of those that have appeared in the *Labor Review*, though several of the agreements printed in the bulletin have appeared also in the *Labor Review*. In the monthly publication the aim has been to show changes in agreements as they are made, new and renewal clauses that appear in several agreements and tend to show a trend in the labor movement, and extracts from agreements made in foreign countries. In this bulletin, however, the attempt has been made to give nearly in full one or two agreements typical of each trade, followed by extracts from other agreements containing additional matters. As a rule wage provisions have been omitted, union wage rates being given in detail in a separate bulletin published annually by the Bureau of Labor Statistics.

### ACTORS

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

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

### AUTOMOBILE WORKERS

The United Automobile, Aircraft, and Vehicle Workers of America is an industrial union composed of all workers in the industries mentioned in its title—carpenters, painters, blacksmiths, electricians, assemblers, and machinists. The agreements are made between unions and individual employers. Extracts from a two-year agreement between Local No. 49 in New York City and the New York Motor Coach Manufacturers' Association, dated March 11, 1926, follow:

2. That a higher rate 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.

4. The working week shall consist of 44 hours, apportioned as follows: 8 a. m. to 12 noon, 1 p. m. to 5 p. m. on Monday, Tuesday, Wednesday, Thursday, and Friday, and 8 a. m. to 12 noon Saturday.

7. All work done before or after the regular schedule of hours herein agreed upon shall be paid for at the rate of time and one-half or price and one-half. On Saturday afternoon overtime shall be double price or double time; except that in case of emergency, and when the union has been notified of the facts, overtime Saturday afternoon shall be only price and one-half or time and one-half up to 2 p. m.

9. The party of the first part shall employ only members of Local No. 49 and do so through the office of the party of the second part; provided, when

men are laid off temporarily and the union is so notified, the employer shall have the right within six months to ask the union for the return of any individual workman so laid off.

10. The party of the second part agrees to furnish employers, members of the party of the first part, 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.

12. The party of the first part recognizes the right of shop chairmen to perform their duties in their respective shops.

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

14. In case of a reduction of force the shop chairman shall be the last man in his craft to be laid off.

15. The party of the second part agrees to insist that all shop chairmen shall conduct their activities in such a manner as not to interfere with the conduct of the business of the shop and that they shall at all times conduct themselves in a courteous and gentlemanly manner and use their best efforts to further the interests of both parties to this agreement.

17. Before entering workrooms of any member of the party of the first part the organizer shall request permission from the employer or, in his absence, from the one in charge, and this permission shall not be refused except for substantial reasons which shall be explained to the organizer. If the business is with an individual only, the employer may at his option send for such individual and allow him time to transact his business with the union representative.

18. Foremen shall be recognized as the representatives of their respective employers. They must be members of Local Union No. 49, but shall not be amenable to the union for acts in performance of their duties as foremen.

25. The party of the second part will not permit its members to work for any employer not a party to this agreement on custom body or coach repair work for more hours nor less wages nor under conditions more favorable to the employer than provided for herein. And in times of scarcity of labor, preference shall be given in supplying workmen to employers parties to this agreement over other employers in the industry.

27. This agreement may be accepted by any employer member of the party of the first part complying with the provisions thereof, and upon formal notice by the secretary of the party of the first part to the party of the second part of such acceptance and in the absence of objection thereto he shall be considered as bound by the obligations and entitled to the protection and privileges of this agreement.

If the union, party of the second part, has objection to any employer coming under the contract the party of the first part shall be immediately notified of the reason for such objection, and until the objection is removed, either by change in conditions or decision of the joint grievance committee, such employer shall not be entitled to the privileges of this contract.

28. A joint grievance committee shall be named, five by the employers and five by the union, who shall take up and adjust any disputes or grievances arising under this agreement or which can not be settled by the employer and the employees in his shop. Pending settlement either by adjustment in the shop or by decision of the joint grievance committee work shall be continued in the shop without interruption and under conditions existing before the dispute arose. No strike or lockout shall be declared by members of either party to this agreement until all other honorable means of adjusting any dispute shall have been exhausted.

29. This agreement shall take effect from and after its ratification by both parties hereto (such ratification to be certified by the duly authorized officials of their respective organizations) and approved by the general executive board of the United Automobile, Aircraft, and Vehicle Workers of America, and shall remain in full force and effect until March 1, 1928, and from year to year thereafter until either party gives 90 days' notice in writing to the other of desire to amend or terminate the same.

30. Notice of desire to amend any clause or clauses of this agreement shall not be considered as notice to terminate the agreement in its entirety, and failure of the parties hereto to agree upon any proposed amendment shall be settled in the same manner as other disputes arising under the agreement.

## BAKERS

The Bakery and Confectionery Workers' International Union of America consists of bakers organized generally, with one union in a city covering the various divisions of the craft—bread, cake, pie, pastry, cracker, candy, and ice-cream workers. In a few cities there are separate locals of candy, cracker, and ice-cream workers. Where there are Italian, Polish, Scandinavian, Bohemian, or Hebrew bakers in a city, and where bread is made according to formulas followed in the old countries, separate bakers' unions of such nationalities are often found. Salesmen generally affiliate with the teamsters' union. Workers are generally divided into three classes—dough mixers or spongers, oven men, and benchmen; or first, second, and third hands. Sometimes the first two classes are combined. Some shops have a foreman in addition. A few cities have scales for machine shops and for hand shops.

As a rule the agreements are not lengthy. They are made by local unions with individual master bakers on terms previously approved by the general executive board, generally for one year, and expire on the last day of April. Scales are provided for the various classes of workers, extra men, or jobbers, and often for helpers who do laborers' work around the bakery. Some form of arbitration is occasionally provided for. The agreements are often in the form of a promise by the employer. They are not uniform in contents, but vary greatly one from another.

A two-year agreement of Local No. 4, St. Louis, Mo., May 1, 1926, contains most of the provisions found in bakers' agreements. Omitting the articles relating to wages and a few other items the agreement reads as follows:

**ARTICLE 1.** I, the undersigned, herewith agree to employ in my bakeshop only members in good standing of Bakers' Union No. 4 (bakers, apprentices, helpers, and bread counters) and to procure same through the employment office of Bakers' Union No. 4.

**ART. 2.** In case of a scarcity of union bakers, helpers, apprentices, or bread counters which compels me to hire nonunion help, I agree that if such help should refuse to join the union, upon request of the representative of Bakers' Union No. 4, that I will discharge such nonunion help.

**ART. 3.** In shops where molding machines are used, the workday shall be eight hours or less per day. In shops where no molding machines are used, the workday shall be nine hours or less per day.

For bread counters, eight hours or less per day shall be considered a day's work.

Lunch time shall be not less than half an hour; it should be given as close as possible at the termination of a half day's work. One lunch time only.

**ART. 4.** I, the undersigned, agree that all bench work on bread rolls shall be finished on or by 8 a. m. Saturday and not to start again before 7 a. m. on Sunday. It is understood that coffee cake and sweet goods can be made

at the option of the employer. It is further understood that no work of any kind shall be done in my shop between the hours of 5 p. m. Saturday and 7 a. m. Sunday except sponging and dough mixing.

ART. 5. I further agree that all my bakers, apprentices, helpers, or bread counters shall have their day of rest either Saturday or Sunday. No week day shall be considered a rest day.

ART. 6. Overspeeding or exceeding the nominal speed of the machine shall not be permitted, and I will allow all men to change off on machines every four hours, if so demanded.

ART. 7. Foremen who perform journeymen's work must work under the same rules as any other journeyman, and he shall not be permitted to run two shifts. Exempt from this rule are superintendent foremen, if not doing journeymen's work.

ART. 8. \* \* \* Shifts that start work before 4 a. m. and finish their regular day's work after 10 p. m. shall be called night shifts, and all journeymen and helpers shall receive \$2 per week above the day shift scale.

All overtime shall be paid at rate of time and one-half. Members are not permitted to work more than four hours' overtime during any one week, except in cases of emergency.

Men jobbing outside of city shall receive 50 cents more than jobbers' scale. Jobbing for a full week shall be paid \$1 more than regular weekly scale.

All members must be paid their wages not later than the Tuesday following expiration of the previous week's work.

ART. 9. On shifts of less than 5 men, 1 apprentice in small shops; such apprentice, though, shall not be employed at the start who is over 18 years of age.

On shifts of 5 to 10 men, 2 helpers; on shifts over 10, 1 helper additional is allowed to each 5 men.

Helpers are not allowed to do journeymen's work.

ART. 10. SECTION A. I agree that every loaf of bread manufactured in my bake shop shall bear the union label of the Bakery and Confectionery Workers' International Union of America.

SEC. C. Whenever Bakers' Union No. 4 should be compelled to withdraw their label from me I agree to return all labels on hand or in my possession to the representative of Bakers' Union No. 4 at original cost price.

ART. 11. I agree not to allow or permit to board or lodge any of my help that is covered by the rules of this agreement.

ART. 12. I hereby promise and agree that my bake shop will be kept in a sanitary and hygienic condition and also properly ventilated, so as to assure sanitary working conditions for my help.

ART. 13. I agree that I will provide a suitable room with a locker for each man for changing and keeping of their clothing while at work.

ART. 14. There shall be a shop steward appointed for each shift or bakery where this agreement is recognized; such shop steward will be appointed by the union, whose duty it shall be to see to it that members of the union do not violate the rules of this agreement; he likewise shall be the custodian of the union label, and such shop steward must not be discriminated against.

ART. 15. I hereby agree and consent that in cases where men are laid off in slack business seasons that all men be laid off in rotation; if help is laid off, they must be notified at the expiration of their day's work; if a man reports for his day's work, the firm is held responsible for his day's wages. If a man wants to quit his job, he must notify the foreman or the firm not later than the expiration of his day's work; for not complying he will be subject to [a fine of] a day's wages to the union; such fine will be collected before he is sent to another job.

ART. 16. Bakery workers who are shareholders in a bakery concern may work in the bakery shop only when they retain their membership in the union and when such work is secured as provided for in article 1 of this agreement.

ART. 17. That I will not compel my bakers or helpers to manufacture any goods for any concern where the employees are on a strike or locked out.

ART. 18. A copy of this agreement shall be posted in a conspicuous place in each shop and shall not be allowed to be torn down or defaced.

ART. 19. No strike or lockout shall be called or established in any shop or factory until the following is lived up to:

If any dispute shall arise between the employer and employee, an effort must first be made by both parties bound by this agreement to settle the dispute in



question, and if such dispute is not settled within 24 hours after it is reported an arbitration board shall be selected in the following manner: Three men shall be appointed by the employer, three men by the union, and those six men shall select the seventh man.

When the seven men are chosen the dispute shall be submitted to them, and their decision shall be binding on both parties.

Each party must select their arbitrators within two days after it was found impossible for the above-mentioned two parties to settle the dispute in question.

In case of failure of either party to name their arbitrators within the required time, the claim made by the respective party shall be deemed waived and forfeited to the other.

ART. 20. I will grant the representative of Bakers' Union No. 4 permission to enter my shop any time during working hours.

Indorsed by international executive board, Bakery and Confectionery Workers' International Union of America.

The agreement of Local No. 154, Missoula, Mont., May 1, 1926, gives in detail some matters not touched on in the St. Louis agreement and forbids night work.

SECTION 2 (pt. 2). No member shall be allowed to work between the hours of 8 p. m. and 3 a. m.

SEC. 2 (pt. 3.). Dough mixer can start at any hour, but shall not be permitted to do any bench or oven work before the hour of 3 a. m.

SEC. 2 (pt. 4). No member shall be permitted to work on Sunday except when permission is granted. Then double time shall be paid to member working.

SEC. 3. The foreman is held responsible that men on his shift are paid overtime. When foreman is not responsible, the union appoints a shop steward.

SEC. 7 (pt. 4). One helper will be allowed in each shop. Helpers shall not be allowed to work on the bench, on the machine, on 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 journeyman or apprentice's work.

SEC. 8 (pt. 1). Woman workers employed as bakers where home baking is done, in such places as home-cooked food stores and delicatessen, shall belong to the union and receive not less than \$25 per week. Woman apprentices or helpers shall belong to the union.

SEC. 8 (pt. 2). Holidays: Memorial Day, Fourth of July, Thanksgiving, Labor Day, Christmas, and New Year's. No wages shall be deducted for said holidays.

SEC. 8 (pt. 3). In cases of emergency to perform work on the above-mentioned holidays the men will receive one day's extra pay besides their regular weekly pay.

SEC. 9. The union label shall be furnished to the master bakers on demand as long as this agreement is upheld and the shop is operated under sanitary conditions.

SEC. 10 (pt. 1). A house card shall be furnished to those bosses who employ themselves and live up to this agreement, \$3 per month to be paid for the privilege of said card to Local No. 154.

SEC. 10 (pt. 2). To all employers having men working, said house card to be furnished free on demand but to remain the property of Local No. 154.

Other clauses are found in the 1926 agreement of Local No. 119, Oakland, Calif., which likewise forbids night work.

7. \* \* \* Additional compensation shall be allowed to all employees starting before 6 a. m. and finishing after 10 p. m. as follows: Employees starting at 5 a. m., 25 cents per day; employees starting at 4 a. m., 50 cents per day; employees finishing at 11 p. m., 25 cents per day; employees finishing at 12 midnight, 50 cents per day.

8. The day of rest for the shift starting on Sunday shall be Saturday and the day of rest for the shift starting on Monday shall be Sunday.

9. Six days or less shall constitute a week's work except when a holiday occurs, when five days shall constitute a week's work. No work shall be done on the following holidays except Admission Day, which will be eliminated when Labor Day and Admission Day fall in the same week; New Year's Day, Washington's Birthday, third Wednesday in June, Decoration Day, Fourth of July, Labor Day, Admission Day, Thanksgiving Day, and Christmas Day.

Holidays falling on a Sunday will be observed the day following. For holidays the shift starting the week on Sunday shall observe the [day] previous to holiday, and the shift starting the week on Monday shall observe the holiday, excepting the third Wednesday in June and Labor Day when all members must observe this holiday.

10. No bakery workers under this union's jurisdiction shall report for work before 6 a. m. (except dough mixers to set doughs and sponges only, according to specified starting time). Any bakery product made or baked by employer before specified starting time, 4 a. m., or after the specified quitting time, 12 p. m., will be considered unfair. Nor shall any bakery worker cease work later than 12 p. m., except Saturdays, when all must cease at 6 p. m.

11. No overtime shall be allowed except on the sixth working-day and then in emergency cases only when no jobbers are to be had. But jobbers must be asked or called for through the office of the secretary of Local Union No. 119, one day previous to the above specified day. Overtime shall be paid for at the rate of \$1.50 per hour per man.

The agreement of Local No. 84, Newark, N. J., May 1, 1926, contains the following provisions:

4. No baker workingman shall be requested to unload flour, to deliver bread, to load wagons, to do work outside, or any other work which has no direct relation to the business of baking.

5. Not more than one apprentice shall be employed where there are from one to five men working, and said apprentice shall not be allowed to work more than eight hours per day or less. No helpers shall be employed in any shop employing five or more journeyman bakers. No helpers shall handle dough at any time.

6. \* \* \* Not more than three hours' overtime will be allowed to each member a week.

10. Every loaf of bread or its wrapper shall be labeled with the union label. Ordinary labels are to be paid for by the firm at the rate of 9 cents per 1,000 for gummed labels and 7 cents for un gummed.

11. An owner of a bakery whose circumstances do not allow him to employ a journeyman baker can, by depositing the sum of \$10 (which shall guarantee strict obedience to the working rules of this contract) receive labels. Should any such employer be found guilty of a violation of this contract he shall forfeit his guarantee deposit money and all privileges of using the union label. Any extra help for work not performed by the employer himself must be secured from the union office under stipulations of this contract.

The following clauses are taken from the agreement of Local No. 26, Denver, Colo., 1926:

4. \* \* \* Apprentices may be required to take an examination at the end of each yearly period. It is further agreed, if possible, that apprentices shall be retained the full three years, and be given an opportunity to learn the trade thoroughly.

All work performed regularly between the hours of 8 p. m. and 4 a. m. shall be considered night work. Those working less than four hours before 4 a. m. and after 8 p. m. shall receive \$1.50 in addition to their regular weekly wage. Those working four hours or more before 4 a. m. or after 8 p. m. shall receive \$3 in addition to their weekly wage.

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

The following articles are taken from the agreement of Local No. 200, Fort Worth, Tex., May 1, 1926:

No. 5. The seventh day or night shall be paid time and a half.

No. 6. Overtime shall be paid at the rate of time and a half for all help. Any member that draws above the scale and works overtime shall receive overtime also according to his scale of wages.

No. 8. The following days shall be observed as holidays: July 4, Labor Day, Thanksgiving Day, and Christmas. The night previous to the holiday shall be observed by the night bakers, and the holiday proper by the day bakers. If above holidays come on Sunday then Sunday night and Monday will be observed as holidays.

No. 9. In the event that any work has to be performed on any of the above-mentioned holidays, double time will be paid for such work.

No. 16. Three copies of this agreement are to be signed by both parties, one of them to be retained by the employer, one by the local union, and the third one to be posted in the bakeshop.

The following section is taken from the agreement of Local No. 30, Syracuse, N. Y., May 1, 1926:

SECTION 8. Lunch rooms and restaurants employing members of Local No. 30 and recognizing the union under the provisions of this agreement shall refrain from using nonunion bakery goods in their respective business establishments, providing union-made bakery goods can be procured through recognized union bakeries under jurisdiction of Local Union No. 30.

The two-year agreement of Ice Cream Workers' Auxiliary, Bakers' Local No. 118, having jurisdiction of all workers in ice-cream manufacturing departments in the District of Columbia, effective May 1, 1926, is similar to other bakers' agreements but contains the following sections:

Seventh. All help employed in the ice-cream manufacturing departments, whether regularly or temporarily, shall be required to become affiliated with the union, irrespective of what their work may be. All help employed from March to October inclusive shall be considered temporary help.

Eighth. No exception shall be made in the wages of any employee on account of sex. All female help that may be employed shall receive the same rate of wages as stipulated above.

Ninth. Every member of the union shall be entitled to a vacation of 10 days, with pay, after having been employed for one full year or longer, such vacation to be granted by the firm, and accepted by the employee during the dull season of the trade. Whenever a member of the union, having agreed to abide by the rules of the organization, has worked in any ice-cream plant for one year or longer, he or she shall not be discharged without there are good and sufficient reasons for such discharge.

Tenth. Any firm deciding to produce a commodity requiring the services of a baker shall agree to employ members of Local No. 118, Bakery and Confectionery Workers' International Union of America, and comply with the provisions of the agreement of that body. Whenever bakers are employed in any ice-cream plant their work shall not be infringed upon by the ice-cream workers.

Eleventh. Whenever a firm desires to engage a student for the purpose of developing him for a position of a manager or superintendent of some other ice-cream plant, he may be permitted to do work of a practical ice-cream worker, without becoming a member of the union for a term of three months. He is not, however, to take the place of a regularly employed man. Should he be retained in the plant over three months working along with the union men it will then be required that he become a member of the union and be assigned to a regular position. No more than three students shall be permitted in a plant at any one time.

The 1926 agreement of Local No. 69, Belleville, Ill., one of the few locals having jurisdiction over salesmen, contains the following sections relative to truck drivers' bread salesmen:

SECTION No. 1. Party of the first part agrees to employ bakery goods salesmen from Local No. 69 and only those carrying regular working card and are paid up in their dues.

SEC. No. 4. In the event of a salesman leaving a route, said route must be checked up within six days and a full settlement between the party of the first part and said salesman must be paid.

SEC. No. 5. In case of a cash deposit required of a salesman, party of the first part agrees to pay interest at the rate of \$6 per annum on same. In-

terest must be paid annually. No more than \$50 be required for a deposit. Interest must start from day full deposit is made.

SEC. No. 6. No work shall be done on Sundays or any legal holidays, New Year's Day, Decoration Day, July Fourth, Labor Day, Thanksgiving Day, Christmas Day, or any day that may be declared a legal holiday. No reduction in wages for these holidays. The day previous to these holidays shall constitute 11 hours' work or less.

SEC. No. 7. It is further agreed that the employer will not ask any employee to make written or verbal contract whatever.

SEC. No. 8. It is agreed, where firms operate automobiles, the license, including chauffeur's license, shall be paid by the company.

SEC. No. 9. Any firm wishing salesmen to wear uniform shall furnish same and keep laundered and in repair free of charge. All such uniforms so furnished must bear the union label.

SEC. No. 10. It is further agreed by party of the first part that all wagons, trucks, and automobiles must be kept in clean and sanitary condition and in good repair.

SEC. No. 11. Drivers working on commission basis to receive not less than 25 per cent for retail and 10 per cent on wholesale sales.

The agreements of Jewish locals contain items not found in other agreements, as in that of Local No. 45, Boston, May 1, 1926:

(5) All bakers, except jobbers, shall be hired by the week and when so hired shall receive a full week's pay excepting for the week of Passover.

(6) The employer agrees not to require the employees to perform any work on Labor Day, for which day they shall receive their pay in full.

(7) The steady employees shall get paid in full for the following three days which are considered the holy days:

Two days Rosh Hashana, and one day Yom Kippur. They are not to be required to perform any labor on these three days. In the week of Rosh Hashana the men steadily employed must perform four days' work, and the week of Yom Kippur the men must perform five days' work, but in either case the men must not lose either one of these holidays on account of their day off.

Should the employee be able to work five days in the week of Rosh Hashana, he shall receive pay for seven days; in the week of Yom Kippur, even though he shall work six days that week, an extra day's pay must be paid to the employee for Yom Kippur.

The party of the first part agrees to pay their steady employees for the holidays of Shvuus and Succoth for a whole week, but only five days' work shall be performed during these two holidays.

(8) The party of the first part agrees to allow any employee to be substituted by any other workman belonging to Local No. 45, of Boston, providing such substitute is capable of doing work.

(9) All employees shall be discharged on regular pay day or at the end of the week for which the employee was hired. Any employee desiring to leave the employ of master baker shall notify such master baker on the day that the employee is paid his weekly wages.

(14) It is hereby agreed that the employer shall carry workingmen's compensation insurance for all employees under this contract, said insurance to be paid for by the employer.

(16) It is mutually understood and agreed that in case the party of the second part is ordered to strike by the Bakery and Confectionery Workers' International Union of America, or if a request is made by organized labor through proper authority, to order a sympathetic strike, and if Local No. 45 shall answer to the call of a sympathetic strike, it should not be considered a violation of this agreement.

It is hereby mutually agreed and understood that in case the employer shall install labor-saving machines in the shop where bakers are employed under this contract that the union shall have the right to change its working conditions to other than stated above.

The following sections are taken from the agreement of Local No. 169, Bronx, N. Y., May 1, 1926:

Fifth. It is agreed that in bakeries where bread is baked, 3 bakers, composed of 1 first-class man [and] 2 second-class men, shall bake four ovens of bread;

6 bakers—2 first-class men, 3 second-class men, and 1 auxiliary member—shall bake three ovens of bread. One oven of bread shall not hold more than 220 loaves, 2 pounds each.

Sixth. It is agreed that in shops where Zitzel bread is baked eight ovens shall be handled by seven men, to wit: Two foremen and five second-class men; no more water shall be poured than four pails consisting of 20 quarts, and it is further understood that where there are two ovens for this Zitzel bread there shall be employed two men—one first-class and one second-class man. It is also understood that where there are less than two ovens the union is not obliged to supply a Zitzel foreman.

Eleventh. It is agreed that the work of the whole week must begin at the same time in each day that it was begun on the first day of the week, and changes in this time of work can be made only at the beginning of the week. All night workers shall stop their weekly work on Friday night and shall continue for the succeeding week on Saturday night, and all day workers shall stop their work on Thursday and continue the said work either on Friday night or Saturday morning.

Seventeenth. The employer agrees to pay his employees for the following holidays, although no work be done on said days: First of May, the two days of Shebbueth, two days of Rosh Hashana, one day Yom Kippur, four days of Succoth (the first two and the last two days of the holiday).

Eighteenth. It is agreed that in beigel bakeries from 80 to 100 kettles of beigel, 5½ dozen each, special 4½ dozen, shall constitute a day's work for three men. It is also agreed that the boss shall make the dough and all other preparations for the first 100 kettles of beigel.

The Bohemian Local No. 22, of New York, makes its agreement, in Bohemian and in English. The following sections are taken from the English copy, effective May 1, 1926:

8. I shall not call to work my workmen until after the lapse of 16 hours' rest and 40-hour rest of his day off. If one of my workmen has day off, I shall not ask him to perform any work that day, i. e., that every workman shall have each week the same day off.

9. I shall not ask drivers or any other employee to do any work in the bakery line.

10. Furthermore, I allow my employees the 1st day of May, May 30, Fourth of July, Labor Day, and New Year as holidays. I also agree to replace on these days any of the workers by a helper, no matter whether the regular worker has been working that day, nor how many days he did work; for this helper I agree to pay helper's wages.

11. I shall not ask my workmen to do work outside of their line, such as unloading flour, chopping wood, carrying bakery around, and carrying bakery out from the shop. All material necessary for work in the baking trade shall be prepared always in time and at its right place in the shop.

12. I also agree to an appointment of a member of Local No. 22 who will see to it that union conditions are strictly adhered to in my shop.

This appointed member shall have the power to engage and discharge workmen and also summon help according to roll call.

15. All employees will receive their wages in lawful money of the United States of America.

This agreement shall not become operative nor shall the right to use the union label accrue thereunder until and unless it has been approved and countersigned by an authorized representative of the Bakery and Confectionery Workers' International Union of America.

## BARBERS

The agreements of the Journeymen Barbers' International Union of America are invariably made with individual proprietors. There is generally but one local in a town or city. The fact that the proprietor usually works in the shop, that the journeyman barbers are virtually his helpers, and that both sell service instead of goods,

causes the contracts to be somewhat different from those made in other industries.

The hours are somewhat longer than in most occupations. In general, barber shops are open from 7.30 or 8 o'clock in the morning to 7 or 8 o'clock in the evening. On Saturdays the closing hour is 9 or 10 o'clock. In some agreements the hour of opening and of closing is not mentioned, but the number of hours a barber may work daily is limited to 8½ or 10½, with 2 or 3 hours additional on Saturdays. The shop is to close at the hour prescribed in the agreement.

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

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

Instead of the Saturday half holiday an afternoon some other day of the week is frequently allowed without loss of pay, the day to be designated by the proprietor of the shop, and to be omitted in any week in which a holiday occurs.

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

The agreements are short and are generally made for one year. The following is a copy of the agreement of Local No. 657, Brooklyn, May, 1926:

First. That the employer agrees, should he require any help, to call upon the union to furnish him with the help so required, and the union hereby agrees to furnish to the employer all of the help so required by him.

Second. Should the employer without any valid reason refuse to accept any member of the union sent to him or them by the union upon a request made, the employer hereby agrees to pay said member so sent a full day's wages.

Third. The members of our union shall be employed by the week unless it is expressly understood that they are employed for only Saturday and Sunday or for extra evenings. The minimum weekly wages to be paid to members of our union shall be \$38 and \$40 per week and a weekly commission of 50 per cent over the amount of \$15 above the wages taken in on his chair.

Seventeen dollars for Saturday and Sunday and a commission of 50 per cent over \$23 taken in on his chair. Six dollars for a week day and 50 per cent commission over \$8 taken in on his chair. Three dollars for an evening during week days and a commission of 50 per cent over \$4 taken in on his chair, and all other helping-out jobs the commission shall be based and scheduled accordingly. Five dollars for Sundays or legal holidays. This excludes religious holidays and other special cases.

Fourth. The hours of work to members of our union and closing hours of the barber shop shall be as follows: Monday, Tuesday, Wednesday, Thursday, Fri-

day, and Saturday, from 8 a. m. to 8 p. m.; Sundays and legal holidays, from 8 a. m. to 1 p. m., with the following exceptions:

a. During summer months beginning June 1, 1926, to October 1, 1926, the work on Sundays shall be from 8 a. m. to 12 noon.

b. The legal holiday of Lincoln's Birthday, Saturday, February 12, 1927, the work shall be from 8 a. m. to 8 p. m. and the workingman shall receive in return an extra half day off in the following week.

The week's work shall consist of no more than five and one-half days. A legal holiday shall count as one day's work, and if a legal holiday falls on a day other than the workingman's regular weekly day off, the workingman shall be off on his regular weekly day and shall enjoy his extra half day of the legal holiday. One hour for dinner and one-half hour for supper, or one hour and a half for dinner daily.

The following holidays to be observed: New Year's, Lincoln's Birthday, Washington's Birthday, international workers' holiday, May 1, Decoration Day, Fourth of July, Labor Day, Columbus Day, Election Day, Thanksgiving Day, and Christmas Day.

Fifth. The employer hereby agrees—

(b) To close his barber shop and refuse admittance of any customer to be attended after the closing hours as mentioned in the above paragraph 4, and agrees to permit the members of our union working in the barber shop to turn off all lights in the windows and poles, to lock the doors and refuse the entering of any patron after closing hours.

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

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

Seventh. The union hereby agrees to furnish to the employer a sign or shop card setting forth the fact that the employers are conducting a union shop. That said shop card or sign shall remain the property of the union and the union shall have the right to withdraw said sign or shop card at any time the employer fails to comply with the conditions herein contained, as is more fully required by the international union, and as set forth on the back of said sign or shop card.

The two-year agreement of Local No. 45, Louisville, Ky., effective the first Monday in April, 1926, contains the following sections:

SECTION 2. There will be a universal opening and closing time all over the city. Opening at 8 a. m. and closing at 7 p. m., except on Saturday shops remain open from 8 a. m. until 9 p. m.

Sec. 5. The corresponding financial secretary-treasurer is custodian of the shop cards, and they shall be delivered to said officer on demand. Union shop cards must be placed in shops where union journeymen are employed. And no union journeyman can work in a shop that has no union shop card displayed, and proprietor of said shop shall first ascertain before putting a man to work if he is a member of the organization, and if not, shall request him to first secure a permit from the secretary of Local No. 45, J. B. I. U. of America.

Sec. 6. At least 30 days preceding the first Monday in April, 1928, on which day this agreement expires, due notice shall be given by the Louisville Journeymen Barbers' Union, Local No. 45. If mutually agreed to, the same may be renewed; if not, and any changes and a new agreement should be desired by either party, the same shall be arranged and settled by conference or arbitration, as heretofore provided. This agreement to continue in full force pending conference or arbitration. Men working in shops shall have the preference of chairs. Seniority shall prevail in all shops where the barbers' union shop card is displayed.

## BILL POSTERS

Extracts from agreements made by Local No. 15, Springfield, Mass., September 1, 1925, and by Local No. 53, Dayton, Ohio, October 3, 1925, of the International Alliance of Bill Posters and Billers of America, were printed in Bulletin No. 419 (pp. 13, 14).

## BREWERY WORKERS

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

The agreements are generally made between individual employers and local unions, or joint executive boards in the larger cities, after approval of the general executive board. The agreements are lengthy, frequently for two years, and cover the various workers of the local—as brewers, shippers, engineers, firemen, bottlers—and their conditions of work vary. Generally a closed shop is called for. The 48-hour week is common. All holidays mentioned in the agreement are paid for. The overtime and Sunday rate is usually time and a half. When foremen and chief engineers are not members of the union they are not allowed to do journeymen's work. All other employees except the office force are generally required to be members of the union.

A form agreement prepared by the international union and the combination label agreement in general use were printed in Bulletin No. 419 (p. 15).

The following extracts from the agreement of Local No. 133, Duluth, Minn., May 1, 1926, show the principal matters considered in a brewery workers' agreement. A few sections are taken from each article.

### ARTICLE 1.—*General provisions applying to all departments*

**SECTION 1.** Only members in good standing of the local union No. 133 shall be employed in the various departments of the breweries and branches. This shall not apply to chief engineers, nor firemen, nor watchmen who do no manual labor.

In case vacancies occur and the union is unable to supply men on application, then the employers shall be entitled to employ whom they choose, provided he is an American citizen, or at least in possession of his first citizenship papers, who shall, however, at the request of the secretary, join the union within three weeks and who shall be accepted to membership provided his initiation does not conflict with the constitution of the international union.

**SEC. 2.** Should the union be unable to furnish help during the busy season, from April 1 to October 1, extra help may be employed at the rate of wages common in Duluth as long as such employment does not cause any lay off to the union men. All such extra men shall have a permit card issued by the Local Union No. 133, within three days of their obtaining employment.

A permit card is good for one month only, but can be renewed again, excepting when a good standing member of the International Union of Brewery, Flour, Cereal, and Soft Drink Workers reports for work, then the last permit card man put to work shall, at the last day of the month on which his card expires, be paid off and the union member take his place.



If a vacancy in the regular force takes place and no union member is out of work, the oldest permit card man in point of service shall fill such vacancy, if capable.

SEC. 3. No union man shall be discharged or harassed for upholding his union principles.

A member who works on a committee shall be given necessary time for such work on application.

SEC. 4. In case of sickness an employee shall not lose his position, unless he has been absent more than four months.

No higher wages paid at present shall be reduced to men who receive same.

SEC. 5. When it becomes necessary to reduce the number of workingmen, then the men shall be laid off in rotation in an impartial and just manner, but not longer than one week or less than one day at a time, except in case of breakdown.

Apprentices and first men are included in the lay off.

SEC. 6. The employee shall receive cereal beverages free of charge, under the supervision of his employer or his representative.

SEC. 7. The international union binds itself to hold every member to fulfill his duties to the best of his ability toward his employer and to show proper respect for same. Should a disagreement arise it shall be submitted to a board of arbitration constituted as follows: Two men to be chosen by the union and two men to be chosen by the firm, and, should these four men so chosen be unable to agree, then they shall elect a fifth man, who shall not be identified with the industry or a trades-union, and the decision of a majority of this board shall be binding on both parties.

Pending arbitration there shall be no strike or lockout.

SEC. 8. Only union malt and cooperage shall be used as long as such is obtainable at reasonable prices.

SEC. 9. Overtime shall be paid for at the rate of time and one-half.

#### ARTICLE 2.—*Brewing department*

SECTION 1. Eight out of nine consecutive hours shall constitute a day's work, and six days a week. The hours shall be regulated within nine consecutive hours, with an hour intermission for meal.

SEC. 2. Brewery work shall be considered: All work in the brewhouse, fermenting room, cellar, warehouse, the racking room, the pitch yard, and malt house.

SEC. 3. One apprentice shall be allowed to each brewery up to 15 workingmen, and beyond this a second may be employed.

The apprentice shall not be under 17 years of age or over 21 at the time of employment.

The time of apprenticeship shall be two years.

The apprentice shall notify the union of their engagement, and shall become a member of the union after having been employed six weeks. Their working time shall be governed by the union rules.

They shall be instructed in all departments.

SEC. 4. \* \* \* Malsters who work a morning and an afternoon shift on Sundays shall be given one day off, each week, with full pay. But those who do merely the necessary work on Sunday mornings shall perform this work without overtime pay or other compensation. In case of shutdown of malt house, malsters are to be transferred to brewery work, if possible, provided brewery men are not laid off.

SEC. 5. The following days shall be considered holidays: Labor Day, Fourth of July, Decoration Day, Thanksgiving Day, Christmas, and New Year's Day. All work done on these days shall be considered and paid as overtime.

#### ARTICLE 3.—*Delivery department*

SECTION 1. Nine out of ten consecutive hours shall constitute a day's work, and six days a week.

On Sundays and holidays drivers shall clean their horses, and truckmen shall clean their trucks and oil them. Such duties shall be part of the regular week's work.

SEC. 2. \* \* \* Stablemen may be called for other work because of reduction of number of horses. Stablemen must not strike.

Stablemen to receive one day per month or two weeks per year vacation without reduction of pay.

ARTICLE 4.—*Bottling department*

SECTION 1. Eight out of nine consecutive hours, interrupted by one hour for meal, shall constitute a day's work and six days a week for this department.

SEC. 2. One apprentice not under 17 or over 20 years of age shall be allowed to every 4 union men. He shall be instructed in all work and shall serve two years' apprenticeship. Apprentices shall join the union within six weeks after starting their apprenticeship.

ARTICLE 5.—*Mechanical department*

SECTION 1. Eight out of nine consecutive hours shall be considered a day's work in this department; but the ice-machine engineer shall remain in the engine room during meal hours to be on hand in case of trouble.

The shifts shall be regulated by the chief engineer.

SEC. 3. Engineers shall work seven days per week with every alternate Sunday off and shall have either one day per month, or one week per year free, without deduction of pay.

SEC. 4. \* \* \* Firemen to have one week's vacation at full pay each year.

SEC. 5. Fourteen days' notice shall be given by engineers or firemen desiring to quit, except on account of sickness.

SEC. 6. Neither engineers nor firemen shall leave their duties in case of strike, but shall keep the machines running to protect goods in storage, but they shall be relieved of this obligation once nonunion men are employed in any department of the brewery.

ARTICLE 6.—*Term of agreement*

This agreement shall be in full force and effect from May 1, 1926, to May 1, 1927, and shall continue to be in force from year to year after said April 30, 1927, unless at least 30 days prior to the end of any subsequent year, either party thereto shall have given to the other party written notice to the contrary, specifying all desired changes; provided, however, if the carrying on of the brewery and soft drink business, which is the business contemplated in and by this agreement, shall at any time of the life hereon, be for any reason discontinued, or by any means whatever, as a result of legislation, national, State, or otherwise, prohibited, then and in that event, this contract and all rights created hereby shall forthwith be canceled and become null and void and cease and terminate.

Extracts from the agreement of Mineral Water Workers Local No. 311, New York City, March 15, 1926, follow:

SECTION 1. Only good standing members of Local 311 of the International Union of United Brewery, Flour, Cereal, and Soft Drink Workers of America shall be employed by the undersigned firm in the various departments covered by the agreement. When help is needed the secretary of Local 311 shall be notified.

SEC. 2. The employer shall not send away any persons or person supplied by the union without reasonable grounds and not before he has been given a two weeks' trial, and not without first notifying in writing the said union six days in advance.

SEC. 7. Overtime shall be worked only in case of urgent necessity and all overtime shall be paid for at the rate of time and a half.

SEC. 8. All employees shall receive full pay and shall not work on the following holidays: First of May, one day of Passover, Yom Kippur, two days of Rosh Hashana, first day of Shevueth.

SEC. 9. No overtime should be allowed in time when union members are out of work.

SEC. 12. \* \* \* The working hours from March 15 to September 15 shall be 46 hours per week. From September 15 to March 15, they shall be 44 hours per week.

Each employer guarantees 52 weeks' employment to every worker in his shop.

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

**BRICK AND CLAY WORKERS**

Locals of the United Brick and Clay Workers of America are to be found mainly in the Middle West. The union includes brickmakers, clay miners, and tile, sewer pipe, and terra-cotta workers.

The following provisions are taken from the agreement of Local No. 257, Murphysboro, Ill., with the Murphysboro Paving Brick Co., March 1, 1926:

**SECTION 1.** The Murphysboro Paving Brick Co's. yards, located at Murphysboro, Ill., shall be known as union yards, and the company hereby agrees, subject to the terms and provisions of this agreement, to employ only members of Local Union No. 257 of said party of the second part, or men who are willing to make application to join said local union within one week after their employment, and if, after working one week, an employee refuses to make such application, he shall be discharged by the party of the first part. When men are needed, the company shall notify the yard steward, who shall secure them within two days, and if he fails to do so, the company may employ such men as it can secure.

The party of the first part agrees to check off all initiation fees, dues, fines and assessments each month, and pay the financial secretary of Local No. 257 on the last day of each month; provided, however, that the initiation fees to said union shall not exceed \$7.50.

Any member of said union who shall violate this agreement shall be discharged by the company. Said union shall not arbitrarily refuse to admit as members of the same, any present or future employees of the party of the first part who may apply for membership in the same and offer to pay the regular fees and dues. If, at any time during a continuance of this contract, the said party of the first part is unable to secure a sufficient number of men, not qualified under the terms and provisions of this agreement, who are affiliated with said union, then said company may employ nonunion men, provided such men join or offer to join the union if the employment is permanent, and if not permanent, then such nonunion men shall be obliged to pay a special fee of 50 cents per week during the period of the temporary employment, the same to be checked off on the regular pay days of each month; provided, however, that at all times, nonunion men shall be discharged before union men are discharged.

This section does not include the office force or any man employed by said party of the first part whose duties are those of a foreman or manager, who has the power to hire and discharge men. Under no conditions and at no time shall the union or its members interfere with, or have any jurisdiction whatever over men engaged in construction work, grading, delivery of product or in hauling of coal or brick, or engaged in any other capacity of work than the process of manufacturing brick.

**SEC. 2.** The yard steward, who at the time of his election, and during his term of office, must be an employee of the party of the first part, shall be elected to hear complaints and grievances of all kinds. Any man or men having a grievance must first try to adjust the same with the foreman of the department. If they can not agree, the matter shall be referred to the yard steward and the superintendent of the yard, and if they fail to adjust the matter it shall be referred to the president of the local and the president of the company for settlement. Failing in this, the matter in dispute shall be left to arbitration, the company selecting one man, the local union one man, and if these men fail to agree, they shall select a third man. A decision of the majority of the men thus selected shall be binding upon all parties; provided, however, that no question covered by the terms of this agreement may become a question of arbitration nor the decision of the arbiters be binding upon either party when the matter of grievance is fully covered by the terms and provisions of this agreement; pending such arbitration as herein contemplated, work shall be continued, and no man or set of men shall stop work or stop others from working because of any grievance at any time or in any department. The object of this being to prevent strikes on the part of the employees and lockouts on the part of the employers. The expense of such arbitration shall be equally shared by the company and the union. The arbiters selected shall not be financially interested in the brick company or members of the local union. Arbiters to be chosen within three days after

notice is served that parties to this agreement can not agree and a decision rendered in 30 days, unless through force of circumstances it is impossible to secure sufficient evidence to decide the question. In case any employee is discharged and the arbiters herein find him innocent of the charge for which he was discharged, he shall be reinstated by the company to his former position.

The company shall have the right to discipline or discharge man or men guilty of drunkenness or fighting when on duty, or guilty of neglect of duty. It is distinctly understood, however, that no man shall be discharged or discriminated against because of his membership or activity in the union, nor shall the union discriminate against any man because of his friendship with the company or any of its officers.

SEC. 3. It is agreed by and between the parties hereto that eight hours shall constitute a day's work, except as specified otherwise in this agreement.

In case the company can get along without a general repair man, or any other employee, they shall have the right to lay such persons off. Any of the company's foremen or superintendents shall have the right to do any kind of work around the place or run any of the machinery temporarily, and they shall also have the right to repair any of the machinery in case of emergency, but it is not the purpose of this clause to have the foremen or superintendents permanently occupy the position of machinist or any other employee's position.

Drinking water is to be delivered to barrels as located now at the different places when men are working, at least twice a day during the summer months and at least once a day during the remainder of the year, ice to be furnished during the summer months.

It is understood that Sunday, or Decoration Day, Fourth of July, Labor Day, Armistice Day, Thanksgiving Day, and Christmas are holidays, except to burners, firemen, and weekly men, and time and one half is to be paid for all overtime.

SEC. 4. The union label of the party of the second part, at the option of the party of the first part, may be placed upon the brick made by the company. The dies for putting the label upon the brick shall be furnished by the union.

SEC. 5. The president of the Murphysboro Paving Brick Co. and the president of the Local Union No. 257 and yard committee shall meet at least once a month to discuss any conditions on yard whereby any change may be made in order to secure efficiency on the part of the men and better working conditions whereby this may be obtained.

## 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 were printed in Bulletin No. 393 (p. 17).

Some of the notes following the current wage schedule issued by Local No. 2, of Detroit, are as follows:

1. Fifteen per cent extra for overtime.
2. Add 3 cents to the tying price for whisks and toys in factories not having a regular whisk department.
3. One man working steady on whisks shall constitute a whisk department.
4. All brooms to be scraped.
5. All corn must be cut down and brought to the machine in good working order.
6. All tyers shall be supplied with sufficient corn to work steady during the time shops are running.
7. In case any workman is compelled to wait for working material more than one-half hour in any one day, the shop committee shall notify all tyers and sewers to cease work for the balance of the day.

8. All shops must be provided with proper heat, light, and ventilation, and no men shall be permitted to work where this section is violated.

9. Eight hours shall constitute a day's work, from 8 a. m. to 12 m. and 12.30 p. m. to 4.30 p. m., except Saturdays, when all work shall cease at 12 o'clock noon. Any work done after that time shall be classed as overtime.

12. The union label shall not be granted to any manufacturer dealing in brooms or whisks made in a State, county, municipal, or penal institution or on the unfair list of this organization.

13. Anything not mentioned in this schedule shall be paid in proportionate prices.

14. Where one hour or more time is required by operator in repairing sewing machine, operator shall be paid by the hour.

## BUILDING SERVICE EMPLOYEES

The Building Service Employees International Union includes all persons employed in the upkeep of buildings, as janitors, window cleaners, scrub women, elevator operators, watchmen, and door tenders. The following extracts are taken from the agreement of the Window Washers Local No. 34, with the Mutual Window Cleaning Contractors Association, Chicago, October 20, 1926:

It is mutually agreed and understood that the members of the said association shall employ to perform their labor only members of the union.

That all employees, who are considered regular employees, shall receive a guaranty of 40 hours per week. Within the meaning of this agreement, steady employees who start work on Monday morning and are ready, able, and willing to continue work for the balance of the week. In the event any employee is hired on any other day except Monday, the guaranty shall apply to him for the balance of the week, unless the union is first notified that the said members of the association so hired, the said employers are desirous of merely hiring men to do extra work for a few days.

It is further understood and agreed that the said guaranty shall prevail to all steady employees in the course of any week even though any legal holidays intervene or because of weather conditions making it difficult to work; however, in order that the said employees may avail themselves of the guaranty, it shall become their duty on all days except legal holidays to be ready and willing to work during the period that the said guaranty shall operate and be ready to do such work within the keeping of their employment, as they shall be called upon to perform.

A week's work shall be of 44 hours' duration, at a rate of eight hours a working-day, except Saturday and four hours on Saturday. Time and one-half to be paid for overtime and double time for Sundays and holidays.

Any employer desiring to employ window washers will call upon the union office for same. If, however, a member in good standing in the window washers' union makes application for a position, the employer has the right to employ the applicant and the employer agrees to report the hiring to the union office.

The stewards and their assistants shall be representatives of the members in any shop and will adjust any grievance therein, in the event that any difficulty can not be adjusted by them; then the business representative shall be called in on the matter. In all cases of a lay off, seniority rights shall rule except in the cases of stewards and assistants they shall be the last men to be discharged.

Employers shall furnish each employee with all working implements and each employee shall be held responsible for same, except when ordered to leave them on the job.

Any member found guilty of doing side jobs on the contractor's time shall be fined \$5 for each offense.

No member of the Building Service Employees' International Union, Local No. 34, shall be permitted to work for any employer who has not complied with the requirements of the Industrial Commission of the State of Illinois, with regard to the workmen's compensation act of Illinois.

All contractors must comply with the city ordinance with reference to safety devices.

Extension-ladder work requiring the services of a man to hold and protect same from causing injury to be furnished.

## 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 more important parts of the standard agreement adopted November 18, 1926, by the joint conference board of the Building Construction Employers' Association and the Chicago Building Trades Council for three years are as follows:

I. There shall be no limitation as to the amount of work a man shall perform during his working-day.

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

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

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

V. The use of apprentices shall not be prohibited.

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

VII. The workman is at liberty to work for whomever he sees fit, but he shall demand and receive the wages agreed upon by the joint arbitration board in this trade under all circumstances.

VIII. The employer is at liberty to employ and discharge whomsoever he sees fit.

An obligation imposed upon and accepted by the union, as being properly its own, is the furnishing at all times during the life of this contract of sufficient skilled workmen, capable of performing the work of this trade, and to constantly endeavor to improve the ability of such workmen, and further, to have in the making, through apprenticeship training, workmen who can enter this trade properly equipped to perform the work.

The employer shall have the right to maintain schools for the training of apprentices registered under the terms of this agreement, and such apprentices shall be admitted to the union as journeymen when adjudged competent by a board composed of the members of the parties to this agreement. However, this article shall not be construed to disturb present systems wherein the party of the second part compel their apprentices to attend trade school.

### *Articles of agreement*

ARTICLE I. There shall be no lockout by the party of the first part, or strikes, stoppage, or the abandonment of the work, either individually or collectively, by concerted or separate action by the party of the second part, without arbitration of the matter in dispute as hereinafter provided.

ART. II. The parties hereto hereby agree that, in the manner herein set forth, they will submit to arbitration all grievances and disputes that may arise between them and any misunderstanding as to the meaning or intent of all, or any part, of this agreement; and they further agree that work will go on undisturbed during such arbitration, and that the decision of the arbitrators shall be final and binding on the parties hereto.

ART. III, par. 1. No member or members of the party of the second part shall leave his work because nonunion men, in some line of work or trade other than building construction are employed on any building or job.

Par. 2. This agreement shall not be construed to require the members of the party of the second part to work with nonunion workmen engaged in building

construction, nor to work for members of the party of the first part on any building or job for any firm or person having construction work done in Cook County by nonunion workmen provided in either or both cases mentioned in this paragraph, the union of the trade in which such nonunion men are working is a member of the Chicago Building Trades Council and has a similar agreement with a recognized association of employers.

Par. 3. Should a union abandon its work without first submitting the cause to arbitration as provided herein, or should its members individually or collectively, or by separate or concerted action, leave the work, the employer shall have the right to fill the places of such men with workmen who will agree to work for him, and the party of the second part shall not have the right to strike, or abandon the work, as provided in paragraph 2 of Article III, because of the employment of such workmen.

Par. 5. Should the party of the second part fail or be unable to furnish to the member or members of the party of the first part the required skilled workmen to perform the work, after 48 hours' notice, the party of the first part shall have the right to secure such workmen as are available; party of the second part shall issue weekly permits to these men until such time as they can furnish the men required.

ART. IV. A joint conference board has been created by agreement between the Building Construction Employers' Association of Chicago and the Building Trades Council of Chicago, of which bodies the parties to this agreement are members, and it is hereby agreed by the parties hereto that they will recognize the authority of said joint conference board, and that its decisions shall be final and binding upon them.

ART. V. Should a dispute arise between either party to this agreement and some other body of employers or employees, which dispute the parties are unable to adjust or settle, said dispute shall immediately be referred to the joint conference board. Should same not be so referred by either or both of the interested parties, the joint conference board may, upon its own initiative, or at the request of others interested, take up such dispute and decide same, and its decision shall be final and binding upon the parties hereto.

ART. VI. All decisions of the joint conference board upon questions of jurisdiction over work shall be subject to appeal to the national board for jurisdictional awards, but the decision of the joint conference board shall be final and binding until such time as the national board for jurisdictional awards shall thereafter make its decision.

ART. VII, par. 1. This is an arbitration agreement and the intention of this agreement is that all disputes must be arbitrated and that the decision of the arbitrators shall be final and binding upon the parties hereto, and that there shall be no abandonment of the work during such arbitration.

Par. 2. The parties hereto shall each select at its annual meeting \_\_\_\_\_ members who shall serve for one year upon a joint arbitration board, which board shall meet on the second Monday of January and from among its members select a chairman, secretary, and treasurer.

Par. 3. Upon the completion of the board it shall select an umpire, which umpire shall in no way be connected or affiliated with this trade, nor occupy an elective public office.

Par. 4. Should the board after 30 days fail to select an umpire, the matter shall go to the joint conference board, and said joint conference board shall select said umpire. Should the joint conference board fail to agree upon said umpire, then the umpire of the joint conference board shall be called upon to aid in such selection, and the umpire so chosen shall be accepted by the arbitration board of the parties hereto as though it had made the selection itself.

Par. 7. It is not the intention of this agreement that the umpire shall take part in wage negotiations except by mutual consent of both parties hereto.

Par. 8. No person holding an elective or appointive public office shall be eligible to serve upon this joint arbitration board, and should a member be elected or appointed to such office, his membership shall immediately terminate and a successor be elected in the manner herein set forth.

Par. 9. Should a member of the arbitration board be unable to serve, because of suspension, resignation, or any other reason, his successor shall be selected by and from the association or union in which he holds membership.

Par. 10. The joint arbitration board shall have full power to enforce this agreement and to make and enforce working rules for the parties hereto.

Par. 11. The joint arbitration board shall meet upon 48 hours' written notice from either of the parties hereto.

Par. 12. Four members of the board, two from each of the parties hereto, shall be a quorum for the transaction of business, but each party shall have the right on a roll call or vote to cast the full vote of its membership and it shall be counted as though all were present and voting.

Par. 15. Should the joint arbitration board fail to agree upon the wages to be paid in this trade 120 days prior to the expiration of the wage agreement during the term of this agreement, the matter shall be referred to the wage board appointed by the joint conference board and said wage board shall within 30 days after such reference, set the wages of this trade and the wages so determined shall be accepted by the parties hereto as the wages for this trade for not less than one year.

Par. 17. Should a dispute or grievance arise between the parties hereto, or between a member of one party and an officer or representative of the other party, or between members of one party and members of the other party, such dispute or grievance shall immediately be submitted in writing to the presidents of the parties hereto and a copy to the joint arbitration board, and should the presidents not agree and dispose of the matter within 24 hours, the matter shall, within 24 hours thereafter, be taken up by the joint arbitration board for adjudication. The board shall hear the evidence and render its decision as speedily as possible. Should the board be unable to decide the issue, it shall immediately refer the matter to the umpire, and the umpire's decision shall be final and binding upon the parties hereto. Under no circumstances is the work to be stopped or the manner of doing same interfered with, pending the result of the arbitration.

Par. 18. Should the members of the joint arbitration board receive compensation for their services or loss of time, because of membership on said board, the amount of such compensation is to be determined and paid by the party hereto, of which said arbitrators are members.

ART. IX. If in the judgment of the employer, a foreman should be required upon the work, he shall be selected by and be the agent of the employer, and he shall be subject to the terms of this agreement, and its working rules.

ART. X. The workmen in this trade may, on any job if they desire, select from among themselves one member to act as steward. He shall be under the jurisdiction of the joint arbitration board, and he shall be subject to the same terms of employment as any other employee upon the work.

ART. XI. The handling of tools, machinery, and appliances necessary in the performance of the work covered by this agreement, shall be done by members of the parties to this agreement and by the helpers and apprentices in this trade, but similar tools, machinery, and appliances used by other trades in the performance of their work shall be handled in accordance with the joint arbitration agreement of that trade.

ART. XII. In the interest of public economy, and at the discretion of the employer or foreman, all small tasks covered by this agreement may be done by workmen, or laborers of other trades, if mechanics or laborers of this trade are not on the building or job, but same are not to be of longer duration than one-half hour in any one day.

ART. XIII. There shall be no overtime work except of an emergency nature to preserve life or property, at the discretion of the employer—except on the approval of the joint arbitration board.

The Yuba and Sutter (Calif.) Building Trades Council made an agreement to raise wages April 1, 1926, but to protect employers who had contracts already outstanding the following clauses were inserted in the agreement:

It is further agreed that any work coming within the scope of this agreement upon which actual construction has been begun on or before the date of the signing of this agreement will be completed at no advance in the cost of labor on account of any wage scale advance.

The same to be taken care of by a system of rebate from the building trades council to the contractor who has paid advance scale on work upon which actual construction has begun before the signing of this agreement, said rebate to be paid weekly or monthly, as may be agreeable to all parties concerned.

The full amount of wage scale advance will be collected by the building trades council and it is agreed that such advance in wage scale will be paid



to duly authorized representatives of the Yuba and Sutter Building Trades Council by said various contractors paying such advance.

Said collections to be placed in the treasury of the building trades council as rebate fund. Such collections by the council from the contractors shall continue to be collected in full and so placed in the treasury until a sufficient sum has been collected to insure the proper payment of all rebate.

The agreements of local unions in the building trades show uniformity in many directions. Many of the clauses of the standard agreements are adopted in local agreements. In general, these are made for one year, and provide for a union shop; an eight-hour day with Saturday half holiday; permission of overtime only when unavoidable; overtime rates, generally of double time, though occasionally of 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 cost of same is more than one street-car fare; permission for men incapacitated by age or physical infirmity to work for less than the scale; weekly payments, often stating the day and even the hour of payment; payment for at least two hours' work in cases where men report for work and find none; immediate payment in case of discharge; free drinking water; suitable room and lockers for tools and clothing; the foreman to be the agent or representative of the employer; the actual hour of beginning and ending each day, with the time allowed for lunch; and permitting the business agent at will to enter and to examine cards and settle differences. Generally but one member of a firm or corporation is allowed to work at the trade. Some method of arbitration is often mentioned, generally with two or three to represent each side and an umpire when necessary. In general, extracts from building trade agreements are here given only when they contain provisions contrary to the above statements or additional thereto.

### ASBESTOS WORKERS

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

One general form of agreement, varying only in details, is in use by many of the locals. The area covered by a local includes the city where the agreement is made and extends several miles—often 25 to 50—from the city hall in every direction.

The agreement of Local No. 33, made May 3, 1926, covering that part of Connecticut west of the Connecticut River and the county of Westchester, N. Y., outside a radius of 30 miles from New York City Hall, is a good example of such agreements. Its more important provisions follow:

**ARTICLE III.** The ratio of improvers may equal but not exceed the ratio of mechanics in shop; no improvers shall execute work unless in company with a mechanic.

**ART. V.** There shall be a trade board consisting of five members of the party of the first part and five members of Local No. 33; and said trade board shall have the right to investigate all labor operations of the parties of this agreement within its prescribed limits so far as any of the provisions of the agreement are involved, in connection with which any question may arise, and for

this purpose shall have the right to summon, question, and examine any party to this agreement, or their representatives or agent, all disputes between the parties of this agreement shall be taken care of by the trade board. In case any disputes arise, notice must be given in writing to the secretary of the trade board by aggrieved party within 10 days. The trade board shall be governed by the following by-laws: \* \* \*

ART. VI. There shall be no lockouts except when of a general nature and ordered by the Building Trades Employer Association; or strikes except when ordered by the International Association of Heat and Frost Insulators and Asbestos Workers. Trade disputes or grievances shall be settled without cessation of work, and in cases where the parties to this agreement fail to agree the matter in dispute shall be referred to the joint trade board, whose findings shall be final and binding.

ART. VII. The individuals, firms, and corporations comprising the party of the first part agree to execute their work as described in Article XII as direct employers of Local No. 33 membership, and not to sublet any of same nor the labor thereof; and Local No. 33 agrees not to contract, subcontract, or estimate on work nor allow its membership to do so nor to act in any trade capacity other than that of workman. It is also agreed that no member of a firm or officer of a corporation or their representatives or agents shall execute any part of the work of application of materials, and in no case shall any member of Local No. 33 estimate on or give any labor figures.

ART. VIII. In cases where the joint trade board determines an "emergency" exists for which Local No. 33 fails to supply mechanics or improvers, the party of the first part may secure the "emergency" number agreed upon. "Emergency" mechanics and improvers shall be paid the rate of wages as hereinafter specified in this agreement and shall work under permit of Local No. 33 until replaced by members of said union.

ART. X. Members of Local No. 33 shall receive board when on jobs requiring same at rate of \$2.25 per day, including Sundays and observed holidays.

Members of Local No. 33 shall receive all street-car fare expended by them in excess of two fares daily. Members of Local No. 33 shall commute to and from jobs if same are located within 45 minutes' traveling from the city hall of their home town, and it shall be subject to agreement between men and employers whether they shall board or commute when jobs are located in excess of 45 minutes' traveling time. It being understood that all traveling time in excess of 30 minutes shall be paid for by employers as provided in Article XI. Night traveling shall be paid for at single time except in cases where berth is provided, when no traveling time shall be paid. When boarding on out-of-town jobs they shall receive all transportation expenses expended.

ART. XI. Members of Local No. 33 shall be at a point 30 minutes' travel time from shop employing them at 8 a. m. and 5 p. m. Day travel beyond said point shall be paid for during regular working hours.

ART. XII. The party of the first part agrees to have all their work in the application of all pipe and boiler coverings, and insulation of all hot surfaces and ducts, and flues, etc., also the covering of all cold piping and circular tanks connected with the same, executed by good standing members of the International Association of Heat and Frost Insulators and Asbestos Workers, Local No. 33. This to include all alterations and repairing of work similar to the above and the use of all materials for the purpose mentioned.

ART. XV. Local No. 33 shall have a permanent office address with telephone service where their business agent can be communicated with each workday between the hours of 6 p. m. and 7 p. m. for the purpose of answering inquiries and providing necessary service to the trade.

ART. XVI. Local No. 33 agrees there shall be no limitations or restrictions placed upon the individual working effort of its membership.

### BRICKLAYERS

The Bricklayers, Masons, and Plasterers' International Union of America includes, besides the workers named in the title, marble and stone masons, and ceramic, mosaic, and encaustic tile layers.

In addition to the agreements made locally the national organization makes national agreements with certain national associations and a few individual employers operating in several cities. Extracts

from the general national agreement with contractors, the five-year agreement with the Tile and Mantel Contractors' Association, April 1, 1923, and the five-year agreement with the National Association of Marble Dealers, January 1, 1924, were printed in Bulletin No. 393 (pp. 21-24).

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

Local No. 21, Chicago, made a lengthy three-year agreement May 21, 1926, with the Associated Builders of Chicago, and 10 days later with the Illinois Fireproofing Manufacturers' and Contractors' Association of Chicago, both of which are practically the same. The arbitration clauses are similar to those stated in the agreement of the building trades council given on page 27. Other matters of general interest are the following:

14. **Stoppage of work and penalties:** 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 because nonunion men in other lines of work or trade are employed on any other building or job, or stop, or cause to be stopped, any work under construction for any member or members affiliated with the party of the first part, except as provided in this agreement, under penalty of a fine of not more than \$25.

16. **Abandonment of work:** The abandonment of work by the individual member 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, and failing to do so the rules and procedure governing the scarcity of help in this agreement shall be applicable in such cases.

17. **Scarcity of help:** If the party of the first part is unable to provide work for all of the members of the party of the second part continuously at prevailing wages, the party of the second part shall be entitled to work for employers not affiliated with parties to this agreement.

If after 48 hours' notice to the party of the second part they are unable to furnish to all members of the party 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 the party of the second part. Failing after due notice of 48 hours to obtain mechanics so affiliated, the members of the party of the first part may employ such men as they may be able to procure, who shall by that fact be entitled to a permit to work, and the party of the second part shall immediately issue a permit to such men to work for such member of the party of the first part until such time as the party of the second part supplies sufficient men to take their places.

21. **Handling of tools:** The handling of all tools, etc., working machinery, and appliances for the work covered by this agreement shall be done by members parties to this agreement and helpers in the trade; but nothing in this agreement shall prohibit a member of any other trade from using in his work tools, machinery, or appliances similar to or the same as those customarily used in this trade.

25. **Right to strike:** Nothing in this agreement shall be construed to interfere with the rights of the officials of the union 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 by one party or the other to the joint arbitration board for adjustment.

29. **Working employer:** Nothing in this agreement shall prohibit an employer, contractor or one member of any firm or contractors from working on their jobs on any buildings, provided he is a practical mason.

30. **Small tasks:** Nothing in this agreement shall be construed to prohibit a journeyman or laborer of any trade from performing all small tasks of not to

exceed one-half hour duration on any one day ordinarily belonging to other journeymen or laborers, such other journeymen or laborers not being present on the building or job, at the discretion of the employer or foreman, in the interests of public economy.

31. Overtime: Overtime will not be permitted unless in cases of danger to life or property, and then only by permission of either or both of the presidents of the organizations making this agreement. For such overtime time and one-half shall be paid.

Accompanying each agreement are working rules which are practically the same except for rules about stonework found in the former agreement. The extracts from the working rules and the apprentice rules given in Bulletin No. 419 (pp. 23 and 24) as in effect in 1925 are continued unchanged in the 1926 agreement.

The following extracts are from the agreement of Local No. 3 of Indiana, in Marion, Johnson, Hendricks, and Hancock Counties, with the Mason Contractors' Association of Indianapolis, effective August 1, 1926, to April 30, 1928:

**ARTICLE II, SECTION 1.** The party of the second part agrees at all times to furnish, upon notice to its representative (by telephone or message), a sufficient number of skilled workmen to meet the requirements of the party of the first part, and it is agreed that contractors will not advertise through any public press or employment agency for men until 24 hours after they have called upon the union for the same and the union is unable to supply the demand, and at no time shall an advertisement be placed in the press that would in any manner cast unfair reflection on the members of the party of the second part.

**Sec. 7.** No member of the party of the second part shall be allowed to lay brick or stone, or a substitute for the same, upon mortar spread with any tool other than a trowel, excepting fire-brick work, nor will any member be permitted to lay brick or stone upon mortar spread by one not a member of the party of the second part, excepting his employer; provided, however, that the said employer shall be so qualified that he could become a member of the union of the party of the second part. Lines must be used on both sides of a wall exceeding 9 inches in thickness.

**Sec. 9.** Members of the party of the second part shall cease working for any employer who shall contract any work classed as brick, stone, or marble work to nonunion men. Any member continuing in the employ of any contractor or firm who shall contract brick, stone, tile, or marble work to, or employ any person not a member of the party of the second part in the capacity of a bricklayer, stonemason, tile or marble mason shall be deemed guilty of offense and subject to a penalty for such misdemeanor. Members of the party of the second part shall not accept employment with any contractor who works with tools of the trade unless said contractor is a practical bricklayer or stonemason. (I. U. law.)

**Sec. 12.** Contractors at all times shall furnish separate water buckets for bricklayers and stonemasons and shall furnish a suitable place for them to keep their tools, and on all jobs lasting 10 or more days a suitable place shall be provided for members to change their clothes in. The place designated shall not be used for the storage of lime, cement, or any other material or for the storage of the tools or tool chests of any other craft to the extent that the bricklayer shall be unreasonably crowded in their use of such place. Suitable and sanitary toilet accommodations which meet the need of common decency must be provided by the contractor or arrangements made for the provision of the same by him with the general contractor. If the same is not complied with after notice has been given by the steward of the job to the foreman or contractor, and complaint is made to the business agent, he will have the right to withdraw the men until this paragraph is complied with.

**ART. V, SEC. 2.** There shall be a foreman bricklayer on the jobs where there are three or more bricklayers or masons employed. There shall be a foreman stonemason on all jobs, exclusive of the brick foreman, where two or more stonemasons are employed, when such work is under separate contract from the brickwork, also a stonemason foreman on all exclusive stone jobs where two or more masons are employed. No bricklayer shall be permitted to set stone so long as there shall be idle stonemasons in this jurisdiction, this not to

interfere with the rights of the bricklayer to set stone in accordance with the international union constitution. When a brick or stone contractor acts as foreman on his own work, he must be on the job at all times.

ART. VI, SEC. 2. No person under the age of 16 years or over the age of 21 years, unless he be the son of a recognized contractor or of a member of the union, shall be eligible to apprenticeship.

SEC. 3. Application for the indenturing of an apprentice shall be made in writing by the contractor to the union. If the request is granted, the apprentice shall be properly indentured in accordance with the laws of the local and the international unions. Indenture papers must be filled out and signed in triplicate by the employer, the apprentice, and the representative of the union at the time of the apprentice's indenture. One copy shall be retained by the employer, one copy by the union, and one copy by the apprentice.

SEC. 4. No contractor shall be permitted to indenture an apprentice, other than his own son or the son of a member of the union, unless he can furnish the necessary evidence to show that he employs on an average of five journeymen throughout the building season. A contractor may indenture his own son or the son of a member of the union provided he can furnish the necessary evidence to show that he employs an average of two journeymen throughout the building season. No exception shall be made to this section without the unanimous consent of the arbitration board.

SEC. 5. In no case shall a contractor be granted more than two apprentices. In all cases where a second apprentice is granted, the employer must furnish the necessary evidence that he employs on an average of 10 journeymen throughout the building season. Where two apprentices are granted one shall be the son of a contractor or of a member of the union, unless otherwise provided for by the action of the joint arbitration board.

SEC. 6. General contractors or general contracting firms shall be permitted to indenture only one apprentice to themselves unless the joint arbitration board may decide that the general contractor can take care of two apprentices during their apprenticeship.

SEC. 7. No employer shall be granted more than one apprentice until the first shall have served two years' apprenticeship. (Four years shall be considered the full apprenticeship period.) When the first apprentice has served two years the contractor, if eligible, may be granted a second apprentice. No employer shall be granted an apprentice until he has been recognized as a legitimate contractor for the period of one year or more in this jurisdiction.

SEC. 8. Any employer having an apprentice indentured to him shall keep the apprentice employed at the trade so long as he shall have any masonry work under construction. Apprentices shall report every morning, unless otherwise directed.

SEC. 9. Any employer releasing an apprentice before said apprentice has served his full term of indenture shall not be entitled to another until the released apprentice's time shall have expired, unless by the consent of the joint arbitration board.

SEC. 13. When an apprentice has lost his employer, through any cause, other than his own, it shall become the duty of the joint arbitration board to provide for his employment and reindenture at the earliest opportunity.

The following extracts are from the agreement of Local No. 2 with the Mason Contractors' Association and the Master Masons Association of Detroit, effective July 1, 1926, to May 1, 1928:

ARTICLE II, SECTION 3. \* \* \* When three shifts are employed, each shift shall work seven hours and be paid for eight hours' time.

No employee shall be allowed to work more than 8 hours in 24 hours on any works where shift gangs are employed.

SEC. 5. No bricklayer shall be allowed to work overtime excepting in cases of necessity; common sense and honest intent shall govern the employer and employees in the time of quitting or leaving work unfinished when a few minutes' work is necessary to complete the work of the day or to secure the safety of life or property.

### CARPENTERS

The United Brotherhood of Carpenters and Joiners of America aims to include in its membership all who are engaged in carpenter

work of any description—milling, joining, assembling, erecting, fastening or dismantling of all material of wood, hollow metal, or fiber, the erecting and dismantling of machinery, and the manufacture of all wood materials, where the training of a carpenter is required in the operation of either machine or hand tools. Where there are sufficient members, local unions are formed of bridge, dock, and wharf carpenters, shipwrights and boat builders, ship carpenters, railroad carpenters, car builders, millwrights, machinery erectors, pile drivers, bench hands, floor layers, stair builders, millmen, furniture workers, cabinet makers, box makers, reed and rattan workers, operators 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 other building trades. The millmen and furniture workers form classes by themselves; the shipbuilding unions follow the rules of the metal trades, and the car builders those of the railroad shopmen.

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

The agreements are generally short. Most of those in the building trades follow principles already mentioned; those in the other trades contain some variations. Foremen are usually required to be members of the union. Several agreements require employees to be protected under the provisions of the workmen's compensation laws of the State where they are working.

The district council of carpenters in New York City made an agreement with the Master Carpenters' Association, March 1, 1926, which is more complete than most carpenters' agreements. It provides for a joint trade board of six members to act as a board of arbitration and observes eight principles, of which the first five are similar to the first five of those mentioned in the Chicago Building Trades Council agreement on page 26. The remaining three principles and several of the articles read as follows:

**ARTICLE IV, SECTION 6.** The foreman shall be an agent of the employer; and, if a member of the union, shall not be tried for any of his acts as foreman without due notice of the trial, accompanied by a written statement of the charges against him being given to the joint trade board; the foreman, not a member of the union, shall not use carpenters' tools nor operate woodworking machinery.

**SEC. 7.** Under no condition shall the district council or its representatives take any of its members from the employ of a member of the Master Carpenters' Association until the complaint against him has been decided by this board.

The current working card shall be evidence of membership, the district council to be judge of same.

**SEC. 8.** When employers, parties to this agreement, do any work outside the territory covered by it, they shall conform to the agreement that exists between the employers and employees of such locality.

If no such agreement exists, they shall observe all rules established between the employers and employees of such locality.

If they fail to do so, they shall receive no support from the Master Carpenters' Association, provided, however, that no men shall be removed from jobs in New York and vicinity as a result of this agreement, until the matter has been decided before the joint trade board.

ART. V, SEC. 3. It is further agreed that no work shall be performed on Saturday afternoon except in case of emergency or necessity, and that no work shall be performed on Saturday after the hour of 12 noon, unless notice be given to the secretary of the district council prior to 10 a. m. on said Saturday, stating shop or building where work is to be performed and number of men required, when double time shall be allowed.

ART. VII. This agreement shall only apply to mechanics in the carpenter trade known as carpenters, cabinetmakers, stair builders, framers, machine hands, parquet floor layers, and millwrights.

The members of the Master Carpenters' Association may employ unskilled labor to carry in, unpack, and distribute material about the building, but said unskilled labor shall not be employed to cut up or put up any said materials, set or calk any window frames, build any bridges and fences, or make or set any centers, the same being strictly carpenter's work (except the hanging of centers for brick or hollow tile arches).

ART. VIII. That any member of the district council, upon showing his card of membership, be permitted to go upon any job controlled by a member of the Master Carpenters' Association when seeking employment, unless notified by sign, "No carpenters wanted."

ART. IX, SEC. 4. Members of the Master Carpenters' Association are to provide a locker satisfactory to the joint trade board in every new building or alteration subject to their control on which they are doing work.

A satisfactory locker shall have the door hung in such a way that hinges can not be taken off while the door is closed without breaking the door. The lock must be a mortise lock or hasp and staple bolted through the door or a safety hasp which covers all screws; in any case it must be impossible to open the door without breaking it or the lock.

In buildings 10 stores high or over a lockup is to be provided on every fifth floor.

A shop or manufacturing plant shall be considered a satisfactory locker.

A member of the Master Carpenters' Association who has complied with the requirements of the above clause is only responsible for loss of tools and clothing due to the burning or forcible entry of the locker, and such liability shall be limited to a sum not to exceed \$40 for tools, \$25 for overcoat, \$20 for clothing, and \$5 for shoes, upon the submission of proper proof of loss to the joint trade board.

ART. X. If the courts of the State or city of New York should decide that any clause in this agreement should be unconstitutional or illegal, it shall not invalidate the other portions of this agreement, but such clause or clauses shall be stricken out, it being the sole intent and purpose of this agreement to promote peace and harmony in the craft along lawful lines.

ART. XI. This agreement enters into force on the day of execution thereof, and shall continue in force from that date, and no change shall be asked for by either party hereto to take effect prior to the 1st day of January, 1928, and not then unless notice by one of the parties hereto asking for such change is given the other party hereto on or before the 1st day of October, 1927.

The following sections are taken from the agreement of Local No. 31 with the Master Carpenters' Association of Trenton, N. J., effective for one year from May 1, 1926:

SECTION 7. When a member of the Master Carpenters' Association, of Trenton, N. J., employing union men, has not been paid moneys due him on contract he shall report the same to the board of arbitration, and no union carpenter shall work on the owner's property until such moneys have been paid as per contract. When a member of Local Union No. 31 is not employed he shall be permitted to do carpenter's work for private owners, provided he shall charge the rate of wages charged by the Master Carpenters' Association for day's work, namely, \$1.50 per hour, provided he gets a written permit from the business agent and turns the said permit in to the Master Carpenters' Association once a month.

SEC. 8. Contractors coming in from outside districts, doing work in the territory covered by Local Union No. 31, shall employ all local men in their

work, including a foreman. Firms doing business in this district shall employ at least 75 per cent of local men on all jobs when same can be had.

Sec. 9. One apprentice may be registered through all bona fide contractors, after he has been established in the building business for at least one year, employing journeyman carpenters, members of Local Union No. 31, and in no case shall an apprentice be started unless 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 the beginning of the trial, and a copy of the indenture be given the contractor, and the Local Union No. 31, and to the boy's parents or guardian. He shall then be registered in Local Union No. 31. The boy must be between the ages of 17 and 22 when starting his apprenticeship. It is mutually agreed and understood that the employer shall furnish work for the apprentice 52 weeks per year, and in case the apprentice does not report for work the contractor is not obliged to pay him for that day. The employer shall furnish all necessary tools for the apprentice. It is agreed that the apprentice must take a two years' course in the night school of the school of industrial arts, half of the cost of his tuition to be borne by the Local Union No. 31, and half by his employer; and upon his entrance into the school of industrial arts the local union shall see that he attends the same.

The 1926 agreement of the District Council of Carpenters of Chicago with the manufacturers of sash, doors, interior finish, and cabinetwork in general, also store, office, and bar fixtures, calls for a 44-hour week, a form of arbitration, overtime at the rate of time and a half, with double time Saturday afternoons, Sundays, and holidays. Some other articles are as follows:

ARTICLE 1. The parties of the first part agree to hire only such wood-workers who work in the factory, including foremen, who are members in good standing of the United Brotherhood of Carpenters and Joiners of America, who carry the current quarterly working card issued by the above-named organization, reserving the right to hire whomsoever they please.

ART. 6. It is agreed that the parties of the first part may have one apprentice to every nine journeymen and major fraction thereof and sign indenture papers for the apprentice with the president and secretary of the district council. All apprentices shall carry the current quarterly working card of the United Brotherhood of Carpenters and Joiners of America. \* \* \*

ART. 7. No work shall be done between 12.30 Saturday noon and 7.30 a. m. Monday and all holidays without notifying the carpenters' district council on Saturday morning. It is understood that this article does not apply to plant maintenance.

ART. 8. The parties of the first part agree that the representatives of the United Brotherhood of Carpenters and Joiners of America shall have access to the mill or factory of the parties of the first part at any time during working hours, permission being granted upon application at the office.

ART. 9. There shall be a steward in each mill or factory of the parties of the first part, appointed by the representative of the United Brotherhood of Carpenters and Joiners of America, and it shall be the duty of the steward to have charge of the label and to control the working cards of the men in the said factory or shop and report all violations to the business agent of the district or to the office of the district council. In no case shall the steward be discharged from any shop or factory because he has acted as steward and followed the working rules as prescribed in this agreement.

The following extracts are taken from the agreement between Ship Carpenters and Joiners Local No. 1506 with the United States Shipping Board and the trans-Atlantic steamship lines and contracting stevedores, Portland, Me., November 22, 1926:

That the parties of the second part agree to perform all the carpenter's and joiner's work of whatever nature or kind, including lining of vessels' holds, preparing vessels for grain, repairing or erecting horse, cattle, or other stalls, building of gangways, and doing all and every kind of carpentering work that they, the parties of the second part, may be required to do by the parties of



the first part, on the vessels or in the sheds, including the loading of horses and/or other livestock, or any work in connection therewith, that may be required to be done in connection with any trans-Atlantic vessels or other vessels in the port of Portland, that are consigned to or for which the undersigned, the parties of the first part, may act as agents.

The basic working-day shall consist of 8 hours, with 44-hour week, with Saturday afternoon half holiday, the men to work any night of the week, or Sunday, also Saturday afternoon, when required.

It is also agreed that the foreman employed by the parties of the first part shall have the privilege of selecting his men as required and laying them off as required. Men employed to be members of local unions of the United Brotherhood of Carpenters and Joiners of America, and to be of sufficient number as required by the parties of the first part, provided that if a sufficient number of such men are not available then the parties of the first part shall have the right to employ such other men as may be required to carry on the work until such time as the party of the second part can furnish men.

It is also agreed that when the parties of the second part start work of any nature or kind, as required by the parties of the first part, they shall furnish the same, unless good reasons are furnished for not doing so.

And it is also agreed between the parties of the first part and the parties of the second part that whenever any controversy arises between the parties of the first part and the parties of the second part, the men shall continue to work and the controversy be adjusted between the parties by a representative of the parties of the first part and a representative of the parties of the second part. If the controversy can not be so adjusted, then it shall be submitted to arbitration. Said arbitration board shall consist of one representative selected by the parties of the first part and one to be selected by the parties of the second part, and the two so selected shall select a third party who must be a disinterested person, and the decision of any two shall be final and binding on both parties. Said arbitration board shall meet at least within three days after the request for same has been made by either of the parties of this agreement.

It is also agreed that the party of the second part will not try to uphold incompetency, shirking of or absence from work, pilfering or broaching of cargo.

It is also agreed that the parties of the first part are to have the option of using horse attendants to load horses from cars to carpenters who are stalling horses on board steamer, provided no carpenters who have been previously working on board ship are laid off.

A copy of a letter sent out by the recording secretary of Local No. 162, San Mateo, Calif., which has no written agreement, is as follows:

SAN MATEO, CALIF., *August 24, 1926.*

DEAR SIR AND BROTHER: According to reports received from some of our members that our brothers had not been informed of the action taken by our locals in this county, I have been instructed to send out notices to each member of Local No. 162 to inform him that the following has become a law in San Mateo County:

"On and after August 21, 1926, no carpenter shall work on Saturday. In other words he shall only work five (5) days per week—Monday to Friday, inclusive."

This was voted on by all the locals and passed on by both the building trades and district councils. It was also favored by the contractors' association in this county.

Trusting you will make this clear to all who might not understand this ruling and hoping to see you at our next regular meeting.

I am, fraternally yours,

[Signed by the secretary]

### ELECTRICAL WORKERS

Electrical workers engaged in various lines of industry—manufacturing, installing, maintaining, assembling, and operating electrical apparatus in buildings, subways, bridges, ships, vehicles, locomotives, and various devices, for purposes of lighting, heating, power,

telephone, telegraph, and transportation—are grouped under five general branches—outside, inside, shop, railroad, and telephone. Telegraph, moving-picture, and mechanical operators in transportation are each grouped into unions by themselves. Most of the rest are found in locals affiliated to the International Brotherhood of Electrical Workers. The telephone operators form a separate department in the brotherhood and are considered by themselves.

Where sufficiently numerous in any community, locals of workers of one class, as inside wiremen, fixture hangers, assemblers, linemen, or shopmen, are found. There is generally but one local of a class in a town, which makes agreements with associations of electrical employers as far as possible. The inside wiremen and fixture hangers are generally affiliated with the building trades, as are at times the linemen, but the latter are frequently connected with power, transportation, telephone, and telegraph service, though often retaining their connection with the brotherhood. However, for convenience, agreements of inside wiremen, fixture hangers, and linemen are here considered together, whether connected with the building trades or not.

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

The agreements are generally comparatively short and vary considerably in contents. They are usually made for one year, recognize a closed shop, the 44-hour week, and the payment of double time for overtime Saturday afternoon, Sunday, and holiday work. The agreement of Local No. 211, of Atlantic County, N. J., with the Electrical Contractors and Dealers Association, effective August 11, 1926, to April 1, 1928, contains several provisions common to several electrical workers' agreements, as follows:

**SECTION 2.** All wages must be paid not later than Saturday noon in United States currency. Any time that a member has to wait after the above time for his wages, waiting time at double the rate shall be paid.

When it becomes necessary for the employer to designate a foreman on any job and when so designated said foreman shall be responsible for the work done both by himself and other workmen on the job, while he was in charge. When no foreman is designated, each journeyman shall be responsible for his own individual work and that of his helper.

**SEC. 3.** Only one second-class apprentice shall be employed in each shop. Only one first-class apprentice shall be employed to each four journeymen or a fraction thereof.

This does not require that an apprentice shall lay off during the temporary (not exceeding eight hours) absence of the journeyman with whom he is

working. The employment of apprentices to work with journeymen shall not be compulsory.

No apprentice shall be allowed to work on a job unless quota or major portion of journeymen are on the job.

All second-class apprentices must be registered with the local union and a fee of \$5 to be paid by the contractor.

The contractors agree when apprentices are to be placed in shops that preference be given to vocational school students or graduates. All apprentices are required as a part of their training to attend regularly the vocational school sessions.

Fourth year helpers and all others applying for entrance into the union as journeymen shall pass an examination before a joint examining board composed of four members of the conference committee (two journeymen and two contractors).

Sec. 4. Workmen shall be on the job ready to work at 8 a. m., if job is within the limits of a 7-cent street-car fare. If job is at a greater distance, workmen shall be on the train or car which reaches the said limits nearest either before or after 8 a. m. However, when workmen reside near the job, regardless of its distance from the shop, they shall report and quit at the regular time and shall not be entitled to any car fare. The same rule applies to workmen returning to their homes in the evening or Saturday noon, except that 12 m. and 5 p. m. are substituted for 8 a. m. All transportation in excess of one local fare shall be paid by the contractor. All out-of-town fares to be paid by same.

Sec. 5. On work outside of the city limits, when workmen are requested by their employer not to return to their homes at night, board, in addition to wages and transportation expenses, is to be paid (the amount to be paid for board, however, to be subject to the approval of the employer). All traveling time to be paid at single rate of time.

Sec. 6. None but members of Local Union No. 211, in good standing are to be employed, unless there are not a sufficient number of members to supply the demand, in which case mechanics not members of the local union may be employed, but they must first secure a temporary working card from the local union or its representative before going to work. When forces are to be reduced on jobs or in shops, temporary card men are to be laid off first. All contractors doing work in Atlantic City must employ at least one journeyman member of Local Union No. 211.

Sec. 7. All applicants for admission to the local union must pass an examination before the joint examining board to determine their qualifications. All members of Local Union No. 211, are required to perform their work in strict accord with the rules of the city electrical bureau and board of fire underwriters' code.

Sec. 8. No automobiles, motor cycles, or bicycles owned by members of the local union are to be used during working hours for the benefit of the employer or employee.

Sec. 9. On jobs where members are required to work from trusses, scaffolds, frames, or ladders at a distance greater than 40 feet from ground or floor, they shall be paid an additional 10 cents per hour on all work of this kind. On all jobs where there are open decks, same must be covered over in strict accord with section No. 475 of the Atlantic City building code.

Sec. 11. The steward of each shop or job will be appointed as per the by-laws of the local union, and no member, when serving in this capacity, shall be discriminated against in any manner by the employer for the enforcement of these working rules. Any member taken off a job before it is completed will be responsible only for such work as he has installed, providing that he was given time to test same.

Sec. 12. Any employer discharging a member because of his affiliations with Local Union No. 211, or any other local of the International Brotherhood of Electrical Workers shall be deprived of union labor until such a time as a satisfactory adjustment has been made to those concerned.

Sec. 13. No member shall be allowed to take work for himself while working for a contractor or holding a maintenance position. No contractor will be allowed to employ an apprentice unless he has at least one journeyman working for him.

Sec. 14. On any job where it becomes necessary to run temporary wiring for light or power during the construction of the job, the builder or owner will

be required to have a journeyman member of this local in attendance at all times when same is in use.

SEC. 15. When any member while working on a job is hurt in any manner, he must notify his employer immediately. No member can be hired by any contractor who does not carry compensation insurance, and this must be verified by the business agent each year by examining the policy held by the contractor.

SEC. 16. The amount of work a man may perform shall not be restricted by the union nor by its representatives, officers, or members of the local union. The use of machinery, tools, appliances, or methods shall not be restricted or interfered with. The employer shall be the judge of the competency of the employees, and shall be at liberty to employ or discharge whomsoever he sees fit, and the members of the local union shall be at liberty to work for whomsoever they see fit, but must be employed through the office of the local union.

When a sympathetic strike is to be called, members of the local union shall not be called out until the next quitting time, either noon or night of working-day.

Business agent shall at once notify the chairman of the electrical contractors' section of the joint conference committee, giving name of the employer, names of the union members called out, location of job and nature of grievance.

SEC. 17. All questions in dispute pertaining to changes or violations of these working rules shall be referred to the joint conference committee, consisting of seven members appointed or elected by each of the contracting parties, who shall meet within seven days' notice of either party to the other and shall either render a unanimous decision or in failing to agree shall make a written report of the material facts and same shall be referred to the Council on Industrial Relations for the Electrical Construction Industry, whose decision shall be final and binding on both parties.

A rather detailed agreement is that made May 1, 1926, by Local No. 52, Newark, N. J., from which the following extracts are taken:

All contractors doing work in Essex County, N. J., shall be governed by this agreement.

Any firm, corporation, or individual regularly engaged in the electrical contracting trade refusing to sign this agreement will be considered unfair by this local union.

Members of the Master Electricians' Association, of Newark N. J., and vicinity shall sign one agreement. Said agreement shall bear the name of each and every member of the association mentioned and shall be delivered to the business representative of this local union not later than May 1, 1926; however, each contractor shall be furnished with a copy of this agreement. Independent contractors shall sign two agreements, one to be kept by them and one to be retained by this local union. This agreement is not bona fide unless the seal of this local union appears upon it.

SECTION 1. Eight hours shall constitute a day's work, the same to be performed between the hours of 8 o'clock a. m. and 5 o'clock p. m., except as hereafter mentioned in section 2.

The recognized lunch hour time is between the hours of 12 o'clock noon and 1 o'clock p. m., or 12 o'clock noon and 12.30 p. m.

Journeyman and apprentices shall not report at the shop before 7.45 o'clock a. m.

Workmen not reporting at the shop or office of the contractor shall be on the job and ready to commence work at 8 o'clock a. m. on all jobs within the second car-fare area limit of the shop or office of the contractor and shall cease work at 5 o'clock p. m. (or 4.30 p. m., respectively), except when the second car-fare area extends into Union County, in which case workmen shall be at that point at the hours specified in this section. All fares over the second fare, meaning from the contractor's shop or office, shall be paid by the contractor. If workmen are reporting at the shop all fares from the shop to job must be paid for by the contractor. This includes fares from job to job and job to shop.

If it is not practical to go back and forth to the job each day, the contractor shall pay all necessary expenses for board and lodging. In such cases when the workmen are traveling, they shall leave the railway station on the train nearest to 8 o'clock a. m. and return on train reaching the same point at 5 o'clock p. m. (or 4.30), respectively.

On "locker jobs" members and applicants shall not report at the locker before 7.45 a. m. (said locker not to be higher than the fifth floor), shall leave the locker at 8 o'clock a. m., 1 o'clock p. m. (12.30), respectively, at 5 o'clock or 4.30, if one-half hour is taken for lunch. Any moving of material or work done between the recognized lunch time shall be paid for at the rate of double time.

SEC. 2. Any journeyman having been appointed as foreman in any shop or on any job where three other journeymen are employed shall receive, in addition to his regular wage, the sum of \$1 per day. When six other journeymen are employed he shall receive in addition to his regular wage the sum of \$1.50 per day. It is agreed that all foremen shall hold a wireman's card. Foremen to lose no time while serving as foreman on job.

SEC. 3. All journeymen and apprentices, while working in the jurisdiction of another local union, shall receive the prevailing rate of wages in that jurisdiction. In no case shall they receive less than the prevailing rate of Local Union No. 52.

No contractor shall at any time employ more than three apprentices to every five journeymen employed, and on no jobs or shop shall there be more apprentices than journeymen. It is understood that the allotment of registered apprentices be as follows: One journeyman, one apprentice; two journeymen, one apprentice; three journeymen, two apprentices; four journeymen, two apprentices; five journeymen, three apprentices. The same percentage to be followed throughout.

All stock-room boys shall be listed with this local union from the date of their employment.

Fifth year apprentices shall be allowed to do emergency repair work to the extent of one hour in any single day on any job, providing there are no journeymen available.

SEC. 4. All workmen shall be paid in currency, and in no case shall more than three days' pay be held back at the end of the week. All workmen not paid during working hours on the job shall report at the shop and be paid at the regular time to stop work.

Contractors who at any time during the life of this agreement or its extensions were unable to meet the pay roll shall thereafter furnish bond to the extent of \$250 before this local union will furnish men again. This bond, in case of recurrence, shall be claimed by this local union and shall be used to pay the wages due to members.

SEC. 5. No wireman or apprentice not a member of the International Brotherhood of Electrical Workers shall be employed at any time by the contractor on electrical work, except in the event of this local union being unable to furnish help, when the contractor shall have the privilege of hiring nonunion men until such time as the union can furnish the necessary mechanics; and this local union further agrees that its members will work with such nonunion men providing the contractor who hires such will give said men a letter to the representative of this local union before employing them. The representative will then furnish them with a recognition card, providing said men have had no charges preferred against them by this local union.

No contractor having signed this agreement shall work with the tools on any job unless said contractor is at the same time employing one or more journeymen of this local union. If contracting firm consists of more than one member, only one of them shall be designated as "working boss" and work with the tools; however, said "working boss" shall not be allowed to work on any job alone and shall not be accompanied with an apprentice unless a journeyman wireman is employed on the same job.

Should any family relative of a member of this local union sign this agreement, said member shall not be employed by that concern unless at least one other journeyman member of this local union is employed at the same time.

SEC. 6. A journeyman wireman employed as a maintenance man and receiving the standard journeyman wireman's wage may do any work which belongs to the electrical trade of the plant where he is employed, except in buildings where the work is in course of construction or alteration, in which case all electrical work made necessary thereby shall be done by members of the International Brotherhood of Electrical Workers, who are employed through an electrical contractor having signed the agreement with this local union, or in accordance with said agreement.

SEC. 7. No member, apprentice, or applicant of this local union shall remove his own or the contractor's tools or material from job to job or job to office

on his own time, neither shall they furnish any special tools, such as large Stillson wrenches (over 14 inches), stock and dies, vises, hack-saw blades, drills, bits, or taps. Same must be furnished by the contractor. The contractor shall also furnish a suitable locker or tool box.

Any member, apprentice, or applicant who is the owner of a bicycle, motor cycle, an automobile, or any other contrivance which is operated mechanically or otherwise shall not use same for the service of the contractor, unless permission from the representative of this local union is obtained.

Temporary lights, motors, or any other electric appliance installed for the use of other workmen shall be maintained and supervised by a member of this local union during the whole life of such temporary installations. If said temporary appliances are used after the regular working hours, a journeyman wireman must be held on job to take care of said temporary equipment. This local union reserves the right to furnish general contractors or subcontractors with men to maintain such temporary work permanently. The journeymen wiremen maintaining these temporary appliances may be employed through the electrical contractor.

SEC. 8. It is agreed that the official union label of the International Brotherhood of Electrical Workers shall be placed on the inside and outside (switchboards and door jams), if convenient, by members of this local union on all buildings where the electrical work is being done by the members of this local union.

SEC. 9. It is also agreed that this local union shall reserve the right to appoint a shop steward, who has served the required time, in each and every shop or on any job where the members of this local union are employed, who shall see to it that the several sections of this agreement as well as the working rules of this local union are enforced in his shop or on his job, for which he shall at all times be held accountable by this local union.

SEC. 10. A journeyman wireman is one who has worked five years at the electrical trade and passed a wireman's examination and holds a wireman's card. He shall be capable and permitted to do anything in the electrical trade, except work controlled by another local union in this jurisdiction.

SEC. 12. It is agreed that 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.

SEC. 13. It is further agreed that 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.

In the event of disagreement a fifth party shall be selected by the board of arbitration.

Any contractor signing this agreement and employing members of this local union shall furnish satisfactory proof that he carries compensation insurance covering the men employed.

The following sections are taken from the agreement of Local No. 874 with the electrical contractors of Zanesville, Ohio, May 20, 1926:

ARTICLE IV, SECTION 1. All members of the party of the second part agree not to do any electrical contracting or work for anyone except for contractors who comply with this agreement. Any member violating this section shall be assessed one day's pay for each day he violated it, or be suspended, as the local may decide.

SEC. 2. Should any member of the electrical union desire to become a contractor he can do so by giving 30 days' written notice to the union and the contractors' association. When the 30 days are up he shall get a permit from the union and sign the same scale as all other contractors have signed. Should a contractor desire to discontinue contracting and join the local union he shall give 30 days' written notice to the union and the contractors' association.

SEC. 6. \* \* \* Local Union No. 874 is a part of the International Brotherhood of Electrical Workers, and it is understood that any violation or annulment of the working rules or agreement of this or any other local union by the contractor will be sufficient cause for the cancellation of this agreement after the facts in the case have been determined by the international office.

The following sections are taken from the two-year agreement of Local No. 402, Greenwich, Conn., July 1, 1926:

SECTION I. This agreement shall continue in full force and operation from July 1, 1926, including June 30, 1928, and if any changes are contemplated by either party before its termination, notice in writing shall be given by the party contemplating such change, stating fully what the proposed changes are, at least 90 days prior to the expiration of this agreement, and to be served to the opposite party by registered mail. If no such notice is served upon opposite party, this agreement shall continue in full force for a period of one year, subject to similar 90-day notice.

SEC. XIII. It is further agreed that all work of any member of this local union shall be made good in his own time if found defective or not in accordance with the plans or specifications or the national code of installation rules or in any unsafe manner, unless said work was done under the instructions of the employer. Violation of this section by the employer shall entitle the member to pay at the rate of double time, for the time required to make the job safe and comply with the rules of the underwriters' code.

SEC. XIV. No employer shall finish the work of a nonunion contractor, or contract for same, without the permission of the proper officer of Local Union No. 402, nor shall an employer subcontract any work to a nonunion electrical contractor or any journeyman.

SEC. XVI. No member of Local Union No. 402 shall be permitted to furnish an automobile for the use of any employer. A member can use his personal car to drive to the shop of his employer, but can not use his car from shop to job, or job to job. A member can use the car of the employer in the performance of his work.

SEC. XVIII. The employer shall be entitled to a number of apprentices equal to the number of journeymen employed by him, it being understood that no more apprentices than journeymen shall be allowed regularly on any job. This does not require an apprentice to lay off during the temporary absence of the journeyman with whom he is working.

SEC. XXIV. It is agreed and understood that a sympathetic strike is permissible.

### ELEVATOR CONSTRUCTORS

Elevator constructors assemble, erect, and equip escalators and elevators in buildings. In a few cities the union has jurisdiction over elevator operators also. There is but one local to a city and the agreements are generally made with individual employers. A standard form of agreement is in general use, extracts from which were given in Bulletin No. 393 (p. 30).

### ENGINEERS, STEAM AND OPERATING

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

There is generally but one local in a town and it makes agreements with associations of employers as far as possible. The agreement between the Steam and Hoisting Engineers Union, Local No. 701, Portland, Oreg., and the Associated General Contractors of America, August 1, 1926, to December 31, 1929, is comparatively complete. Most of its sections, except those relating to wages, follow:

A. The members of the Associated General Contractors of America, Portland chapter, who employ union labor, will work under this agreement in matters of wages and working conditions for the time indicated and be so governed within the city limits of Portland.

B. The second party agrees to furnish men to the party of the first part on call who will work under these rules and the conditions of this agreement so far as the supply of experienced and competent men may be available and subject to their union's government.

C. There shall be no strike or lockout during the life of this agreement.

D. There shall be a grievance committee appointed by each party which committees shall undertake settlement, subject to approval of principals of the signatory parties, of minor grievances arising in contact of the individuals of the parties hereto.

On October 1 of each year—i. e., 90 days before January 1 of each year—either party may present to the other through the grievance committees in writing, changes in working conditions or wages necessary to either party for such ensuing calendar year, which changes are to be discussed with a view to reaching an agreement thereon prior to January 1 next thereafter, and on their failure to agree there will be agreed upon a mutually satisfactory arbitration of the then defined differences of opinion on which agreement may not have been reached.

E. Such changes as may be agreed upon or as may be reached by arbitration shall be approved by the Building Construction Employers' Association as to building trades effect and by the Associated General Contractors of America for public works effect.

The following rules of work and pay shall be in effect from and after August 1, 1926, subject to the general provisions for changes above recited:

SECTION 1. No deviation will be made from these rules except by permission of the business agent or local and the Associated General Contractors of America, Portland chapter, as may be mutually agreeable.

SEC. 4. The business agent shall be allowed to go on any job where members of this local are employed after first having applied to the job office.

SEC. 5. For overtime on private building work one and one-half times straight time shall be paid except for work on Saturday afternoons and Sundays which shall be paid double time, but on public building or general public works Saturday afternoon shall be paid straight time and double time be paid for all other overtime.

SEC. 7. Where engineers or firemen are required to get up steam before the working day starts, they shall be paid straight time for same.

SEC. 8. When engineer and fireman commences work and works less than four hours he shall be paid four hours.

SEC. 9. If employers shall desire to work more than one shift on same job they may do so, but in third shift employees under this agreement shall be paid eight hours for seven and one-half hours' work. Any engineer having worked in one shift and being required to work on second shift shall receive the regular overtime rate of wages for time on such second shift.

SEC. 10. Any member leaving his job without first notifying his employer and business agent shall be fined \$10.

SEC. 11. Where an engineer is required to wait for material or other reasons beyond his control, he shall be paid full time for same.

SEC. 12. All engines shall be properly covered to protect the engine and engineers at all times.

SEC. 13. When an employer shall elect to employ these rules on work outside of the city limits of Portland he shall pay transportation and transportation time as follows:

Transportation to be paid to all outside points provided the man remains on the job not less than 15 days, after which time return transportation will be provided as follows: On completion of the job, on request of the employer, or when previously relieved by employer.



Actual time shall be allowed during transportation up to 8 hours at straight time in any 24 hours' period after travel starts.

SEC. 16. Members shall not be permitted to break in a nonunion man without permission of local.

The agreement between Local No. 270 and the Master Builders' Association of Des Moines, Iowa, effective June 29, 1926, to May 1, 1928, contains the following articles:

ARTICLE IV. When engineers are required to furnish steam for the operation of any other machines, they shall receive time and one-half for same; this rule, however, will not apply for steam furnished for sand heating and operating syphon.

ART. VI. \* \* \* If, after 48 hours' notice, the party of the second part fails to or is unable to furnish all members of party of first part [sic] shall be entitled to procure and employ the men required and employ them until local No. 270 can furnish competent men to take their places.

Engineers shall have all setting up and taking down of engines and boilers. Master mechanic will be allowed to operate engine in the absence of one of his own men.

No repairing of machines on the job shall be done by any person other than a member of Local No. 270.

ART. VII. Engineers will receive orders only from superintendent and contractor on the job.

Apprentice engineers shall be allowed one hour for raising steam on boilers; eight hours shall constitute a day's work. All other time shall be as heretofore specified.

Where no apprentice engineer is employed the engineer shall raise steam on boiler and shall be allowed one hour for same at regular rate of wage. The regular night watch is allowed to raise steam.

Apprentice engineers shall have care of boilers on job on Sundays and holidays in cold weather, and shall receive regular rate of wages for same. When no apprentice engineer is employed, engineer shall look after same at regular rate of wage.

Engineers shall not be called upon to do any other work than such as is recognized as properly belonging to an engineer.

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

When engineers and apprentice engineers are required to leave their home in the city of Des Moines, their transportation and traveling time between 8 a. m. and 5 p. m. on working-days shall be allowed at the scale rate.

Engineer shall be allowed time for necessary repair work and washing of boilers, and must be allowed to use his own judgment as to when the boiler and engine must be washed and repaired: *Provided, however*, Engineers notify the employer at least 24 hours in advance of starting the operation.

No builder shall give a signal or authorize [one] to be given and no engineer shall start engine with man or men on any material hoist, and will be subject to a fine of \$25 for violation of this rule.

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

This agreement shall continue until May 1, 1928, except any time after May 1, 1927, this agreement may be canceled by either party notifying the other party in writing 90 days previous to the date of such cancellation.

Extracts from the two-year agreement between the local joint executive board of Chicago and the Chicago Coal Merchants' Association (Inc.), made April 1, 1926, follow:

\* \* \* The party of the second part hereby agrees:

1. That they shall keep the machinery under their charge in good running order, excepting repairs that can not be properly expected of an engineer.

2. That they shall obey all orders of those in authority and conduct themselves in a respectful and gentlemanly manner and work in every way to the best interest of their employer.

3. The employment of a fireman on a crane shall be optional with the employer.

The party of the first part hereby agrees:

1. That only those regularly engaged in the operation of steam, gas, or electrically actuated cranes shall come under this agreement, and all such men shall be members in good standing of the International Union of Steam and Operating Engineers.

2. The rate of wages for engineers shall be \$1.25 per hour. Eight hours per day or night shall be considered a day's or night's work; all time in excess of eight hours shall be considered overtime and shall be paid for at the rate of \$1.25 per hour for the first and second hour of overtime on any day's or night's work and at the rate of time and one-half for all time thereafter. \* \* \* Sundays and holidays shall be paid for at the rate of double time on the basis of actual hours worked.

3. No watch shall begin between the hours of 12 o'clock midnight and 6 a. m., except in case of emergency, when watch may begin or end at the time best suited to the emergency.

Holidays in the building trades are generally not paid for. The following article in the agreement of Local No. 74, Boston, made April 1, 1926, shows the exception:

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

#### GRANITE CUTTERS

The Granite Cutters' International Association of America includes persons cutting, carving, turning, lettering, rubbing, polishing, sawing, and setting natural or artificial granite and hard stone on which granite cutters' tools and machines are used, including street work, statuary work, and tool sharpening. The agreements are generally for three years and contain a higher rate for building than for monumental work.

The three-year agreement of the New York branch with their employers, April 1, 1926, is fuller than many. Extracts follow:

SECTION 1. None but members of the Granite Cutters' International Association, or those willing and eligible to become members, to work with the tools of the trade.

SEC. 2. Forty-four hours to constitute a week's work. The working hours shall be from 8 a. m. to 12 m. and from 1 to 5 p. m., five days of the week, on Saturdays from 8 a. m. to 12 m. During the winter months the hours shall be changed by mutual agreement between employers and members working in the individual yards.

SEC. 5. Members going jobbing must report to the shop steward when required to carry tools, shall not leave yard until regular hours of work, and shall be paid all expenses in excess of their regular expenses. Members are not allowed to carry tools home.

SEC. 6. The use of hand surfer, commonly called the bummer, is prohibited.

SEC. 7. All plugging holes, lewis holes, and anchor holes to be cut by granite cutters.

SEC. 8. Where members are compelled to stop work for any reason all members on the job to do the same.

SEC. 9. Employers shall provide suitable sheds and 5-foot space between each banker for all members in the yard. The place shall be kept free of spawls. Employers shall provide a suitable tool bag for members going out jobbing.

SEC. 12. Smoking to be permitted on all jobs.

**SEC. 13.** The time of an apprentice granite cutter shall be three years, and one apprentice cutter is allowed to seven men or fraction thereof employed. After an apprentice starts to serve his time in one yard he shall not be allowed to finish his term in any other yard without consent of the branch and the apprenticeship committee, the wage rate to be governed by the apprentice agreement according to the apprentice commission of the New York Building Congress. The apprentice to be kept continuously cutting granite from the time of commencement. Apprentice to have the best run of work on the job in his last year.

**SEC. 14.** The term of an apprentice tool sharpener shall be two years, and an apprentice is allowed only where two or more journeyman tool sharpeners are employed. The term of an apprentice polisher is to be two years and one apprentice polisher to two journeymen. The apprentice tool sharpener and polisher's wage rate shall be the same as the apprentice cutter's.

**SEC. 15.** All apprentices shall be registered on the books of the branch and the apprentice commission of the New York Building Congress, and apprentices are not to be sent out jobbing.

**SEC. 16.** Where a power grindstone is provided, 13 cutters shall constitute a sharpener's gang. Where a power grindstone is not provided, 10 cutters shall constitute a gang. One driller using pneumatic drill to count as one cutter; hand driller and apprentice cutters to count as journeymen on a fire; and any shop employing 10 men or equivalent of 10 men shall employ a tool sharpener.

**SEC. 18.** Pitching tools, chippers, and all machine tools to be furnished by employers.

**SEC. 19.** Overtime is not to be worked unless in case of emergency, such as from spoiling or breaking of a stone or delay in quarrying large sizes or where a stone is required to finish a building, or where an accident has happened, and then only the overtime rate applies, and overtime is not to be worked at any other time. All work performed outside the regular working hours as prescribed in these rules to be paid as double time. No overtime to be worked without the sanction of the business agent.

**SEC. 23.** All air used in pneumatic tools by members of this association shall be heated from October 15 to April 15, inclusive, and hot water provided for the polishers and sawyers during the winter months.

**SEC. 24.** Surfacing machines to be located not less than 60 feet from the banker man. All dust-creating machines must be suitably equipped with dust suction devices.

**SEC. 25.** Suitable water bubblers or individual drinking cups shall be provided in every yard.

**SEC. 26.** Should any dispute or difference arise, there shall be no lockout, strike, or suspension of work declared until both sides have had ample time to discuss together said differences, this not to apply to suspensions for non-payment of wages or dues.

The following additional sections are taken from the three-year agreement of the Boston branch with their employers, April 1, 1926:

**SECTION 4.** All work done outside the regular working hours shall be counted as double time.

**SEC. 6.** An apprentice shall serve three years. At the end of the first six months it is optional with either party to continue. If at the first part of the second six months both parties agree to continue there shall be a committee of three or more from the manufacturers and a committee of three or more from the Boston branch of the Granite Cutters' International Association to draw up a contract, said contract to be binding on all parties concerned. This form of contract will apply to all apprenticeship in our craft. No improvers allowed. A major portion of a gang must be employed before an apprentice can be put on to work, and two apprentices where a gang is employed steadily.

**SEC. 7.** All men who by reason of old age or other disability are not able to earn the minimum rate of wages, may work for a lesser sum, provided they first get the consent of the Boston branch of the Granite Cutters' International Association and the granite manufacturers, and nothing in this agreement shall be so construed as to deprive these men of making a living. Men working for a lesser rate to be raised accordingly.

SEC. 8. Refusal to work with nonunion men or suspension of work for non-payment of wages shall not be considered a violation of this agreement. Refusal to work with men over three months in arrears shall not be considered a violation of this agreement.

SEC. 10. All dust-raising machines to be provided with suitable suction devices.

SEC. 11. All workmen of granite-cutting machines to be members of the Granite Cutters' International Association. Each cutter to be provided with the pneumatic tools, one medium and one large one. No bumpers allowed. Any manufacturer or quarry operator who sells finished or rough stock to unfair firms to be declared in opposition.

SEC. 14. Any dispute arising between employer and employees on the above agreement shall be submitted to a committee representing employers and employees, said committee to be known as the joint adjustment committee. Pending such settlement there shall be no strike, lockout, or suspension of work.

### HOD CARRIERS AND BUILDING LABORERS

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

The agreements, which are generally short, are made by district councils, where such exist, and with associations of employers wherever possible. Provisions for arbitration are frequently made. The following sections are taken from the 1926 agreement of Local No. 56, Greenwich, Conn.:

ARTICLE 4. The party of the first part agree that they will not require the members of the party of the second part to report to the job for materials to be taken to the job before 7.45 a. m. When not required to report at the office the parties of the second part shall be on the job ready to commence work at 8 a. m. When transportation is furnished by the party of the first part the party of the second part shall be ready to leave the place designated on or after 7.30 a. m. if possible.

ART. 7. Laborers shall not be compelled to carry tools to and from their work; no laborer or hod carrier will be required to put down finished concrete or do any work that properly belongs to the mason trade.

ART. 8. Regular or consecutive overtime shall not be worked unless permission to do so has been granted by the business agent of the craft. This shall not apply to occasional overtime made necessary by the exigencies of the work.

ART. 9. It is further agreed that where transportation is furnished it shall be in a closed truck, wagon, automobile, or bus.

ART. 11. This agreement shall continue until May 1, 1927, and if any change is contemplated by either party at its termination, notice in writing shall be given by the party contemplating such change, stating fully what the proposed change desired is at least 90 days prior to the expiration of this agreement. Such notice to be legally served upon the secretary of the opposite party. If no such notice is served 90 days prior to the termination of this agreement, this agreement shall continue in full force and be binding for another year, subject to a similar 90 days' notice.

The following sections are taken from the agreement of the Contractors Protective Association with Excavators' Local No. 731 and the Building Trades Council of Greater New York, April 15, 1926:

3. No work to be performed on Saturday afternoons, unless in case of emergency where there is serious danger to life and limb and to property. In such

cases the wages of the excavators for Saturday afternoon shall be at the rate of time and a half.

7. Shovels and all necessary implements to perform any and all kind of labor, including boots to safeguard the health of men where there is mud or water, shall be furnished by the employer.

9. A member in good standing in the excavators' union to be selected as a foreman on the job, when eight or more men, members of the excavators' union are working on the job. Foremen must be members of Local No. 731.

All the sections, except those relating to wages, of the agreement made June, 1926, between the Common Laborers' District Council of Syracuse, N. Y., and the Associated General Contractors follow:

1. The party of the first part agrees to employ only laborers who are members of the International Hod Carriers Building and Common Laborers' Union of America; but in the event that the party of the second part is unable to furnish enough laborers, the party of the first part have the privilege to employ such laborers as he can secure provided they become members of the International Hod Carriers' Building and Common Laborers' Union of America.

2. Eight hours shall constitute a day's work from 8 a. m. to 12 noon and from 1 to 5 p. m.

4. Time and one-half shall be paid for all overtime, double time for all Sundays, Saturday afternoon, New Year's, Memorial Day, Fourth of July, Labor Day, Thanksgiving, and Christmas. No labor shall be performed on the above holidays, or overtime in week day unless in case of emergency.

5. Any controversy that may arise during the life of this agreement provided it is not covered by this agreement and the interested parties have failed to reach settlement, before any action is taken by either side, the matter shall be referred to an arbitration board composed of three members from each side with full power to settle the controversy.

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

8. The business agent or the representative of the party of the second part has the right to visit all jobs of the party of the first part and interview stewards on said job, outside working hours.

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

10. The above parties pledge themselves to fully support each other in the enforcement of this agreement and in the punishment according to their own laws of members who may violate it.

The following sections are taken from the agreement of Common Laborers and Concrete Workers Local No. 480, Atlantic City, September 1, 1926:

ARTICLE I, SECTION 1. Eight hours on a job shall constitute a day's work between the hours of 8 a. m. to 4.30 p. m. or 5 p. m., as the noon hour shall be determined by the employer.

ART. IV, SEC. 1. There must be a shop steward, either selected by members on the job, or when deemed necessary is appointed by this local union. Said shop stewards are placed on the job by this local or its representative. Said shop steward shall not be laid off or discharged for performing his duties, without consulting the business representative. They shall be allowed ample time to inspect members' books and cards when they deem it necessary. When two or more members are employed to work overtime one of these must be the shop steward. All other shop stewards must be members of Local Union No. 480, for the period of three months or more. To avoid misunderstanding and to maintain the good will and harmony among the members of this local and our employers, this local suggests that all men employed should be referred to the shop steward for investigation before being put to work.

**ART. V, SEC. 3.** When an employer or foreman hires a member he must report to the steward and present his card, book or permit for examination before starting to work.

**SEC. 4.** The steward shall not stop any job until he reports to Local Union No. 480, and the business representative shall make an investigation with the employer in an effort to make an adjustment.

The following sections are taken from the agreement of the plaster tenders of Local No. 177 with the master plasterers of Des Moines, Iowa, April 1, 1926:

**SECTION 4.** All overtime and Saturday afternoon shall be paid for at the rate of time and one-half, except when working with plasterers who are working overtime when double time shall be paid. Sunday and the following holidays, Decoration Day, Fourth of July, Labor Day (Armistice Day, optional), and Christmas Day shall be paid at the rate of double time. New Year's Day and Thanksgiving Day also to be legal holidays.

**SEC. 5.** When help is required on any job the business agent, secretary, or steward shall be notified, and in case they are unable to furnish the required help after 24 hours' notice the employer shall be entitled to procure same and men employed must report to steward on job before starting work and no one will be allowed to work over eight hours without the regular working card.

**SEC. 7.** Laborers sent out to any job when ordered by the employer or the agent of the employer and report on the job shall be put to work or allowed two hours' pay, unless weather conditions prevent.

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

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

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

## LATHERS

The Wood, Wire, and Metal Lathers' International Union comprises members engaged in putting light iron construction, wood, wire, and metal lath, or plaster board into position for the application of plastic material. Agreements are generally made by local unions or district councils with individual employers or groups of employers. The agreement of Local 33, Pittsburgh (which enjoys the five-day week), June 1, 1926, from which the following extracts are taken, is comparatively complete:

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

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

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

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

**SEC. 9.** Employer shall pay double time for all work done before 8 a. m. and after 4.30 p. m. and double time for Decoration Day, Fourth of July, Armistice Day, Thanksgiving and Christmas, and from 6 p. m. Saturday until 8 a. m. Monday. No work shall be done Labor Day, nor from 12 midnight Friday until 6 p. m. each Saturday.

SEC. 11. All foremen are to receive not less than \$1 per day more than the regular rate of wages.

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

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

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

ART. V. The business agent of this union shall be admitted on all jobs during the working hours, but he shall not interfere with the progress of work. A steward shall be allowed on each job to take care of the business of this union. Any infraction of this agreement shall be reported by the steward to the business agent.

## PAINTERS

The members of the Brotherhood of Painters, Decorators, and Paperhangers of America apply and remove oil, paints, varnishes, stains, and the like to and from any material for preservative or decorative purposes, set glass, and hang paper on walls. In small cities, the various workers of the craft are grouped into single unions. In larger cities individual unions are found of house painters, sign painters, scenic painters, wagon painters, ship painters, car painters, hardwood finishers, varnishers, gilders, paperhangers, glaziers, and decorative and art glass workers, grouped into district councils. As a rule, the agreements are made with individual employers or contractors' associations by district councils where they exist. The 44-hour week is practically universal, except for a few cities where the agreements call for a 40-hour week, Saturday being observed as a whole holiday. The principal sections of the agreement of District Council No. 9, New York City, March 11, 1926, to December 31, 1927, containing many provisions found in most painters' agreements, other than those common to all building agreements, are here given:

First. \* \* \* On all work done by an employer outside of Manhattan, Bronx, and Richmond Counties in Greater New York and Long Island within a radius of 25 miles he shall employ members of District Council No. 9 to the extent of at least 50 per cent, providing that the enforcement of this clause causes no antagonism against the employer on the part of local men.

Second. The regular work time shall consist of 40 hours per week divided into five workdays (from Monday to Friday, inclusive) of eight hours each, i. e., from 8 a. m. to noon and from 1 p. m. to 5 p. m. No work shall be done on Saturdays.

\* \* \* Overtime work shall not be permitted except when unavoidable, in which cases a written consent shall be required to be issued under joint authority of the New York District Council and the association.

In order to meet the renting season emergencies during the months of September, October, and November, or any part thereof, the requirements for such consent may be waived by joint agreement of both parties hereto. Should this requirement be waived during a period in the months of September, October, and November, Sunday and overtime work shall be reported within 48 hours to the secretaries of the respective associations. Sunday overtime, when permitted may begin on preceding Saturday at 6 p. m.

Fourth. District Council No. 9 men working out of town for New York employers shall receive the wages and work the hours covered by this agreement unless local wages are higher, in which case they are to receive the local wages.

Fifth. On all out-of-town jobs the men shall be provided by the employer with transportation and meals. All time consumed in traveling to and from

such place of work shall be paid for at the regular rate of wages, but shall not exceed 8 hours in every 24 hours. If traveling at night, sleeping accommodations shall also be provided for.

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

In all cases fares in excess of 10 cents shall be paid by the employer and if the job is located more than 1 mile from the railroad station the employer shall provide traveling facilities.

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 apprentices shall be considered as full-fledged journeymen and shall receive full journeymen's wages.

Ninth. Only one apprentice shall be allowed to 10 journeymen or less. No shop shall have more than two apprentices at any time. The conditions of employment of apprentices shall be regulated by the joint trade board.

A shop or job steward shall be selected by and from among the men in each shop or on each job. Employers shall neither directly nor indirectly influence the selection of a steward. It is the right of a business agent to supervise, but he shall not influence the selection of a steward. A job steward shall not be unnecessarily shifted from the job on which he was so selected. He shall have the protection of the trade board against discrimination.

No foreman shall act as job or shop steward.

Eleventh. There shall be no strike or lockout in the shops or upon the work of the members of the association, nor shall the members of the union collectively leave the work of a member of the association, but the union reserves its constitutional right not to work with nonunion men. It is further agreed that before any men are removed under this section that 24 hours' notice shall have been given to the trade committee, or trade board. It is agreed that no support is to be given to a union that has removed men in violation of an agreement.

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

Thirteenth. Employers shall not sublet or subcontract to employees any painting, decorating, paperhanging, or other work done by members of the union, nor shall they sublet such work otherwise under conditions other than those covered by this agreement.

Fourteenth. Employers shall provide adequate and secure lockers for the clothes and tools of the men, and in case of failure to do so they shall be responsible for the loss or damage of the same. Such lockers shall be separated from the paint shop.

Fifteenth. The joint trade board shall make adequate and proper provisions for the health and safety of the men in connection with their work, and as far as possible protect them from the hazards of the trade.

District Council No. 9 also makes an agreement with independent employers similar in contents to the preceding. Some variations are here noted:

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

Rule No. 9. (c) Proper and modern safety devices shall be provided for men employed on scaffold work. No man shall be discharged for refusing to work on a ladder or scaffolding which he considers unsafe.

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

The following extracts are taken from the agreement of District Council No. 28, with individual contractors of Queens and Nassau Counties, N. Y., April 15, 1926:

Any member holding a card in this organization shall not be allowed to hold membership in any dual organization. Any chageman, foreman, or member



who "rushes," "drives," intimidates, or uses foul language or abuses a brother member or discriminates against him shall be subject to charges and trial by district council and such punishment as the district council may decide.

The following sections are taken from the agreement of Locals Nos. 195 and 692 with the Master Painters' Association of Providence and Olneyville, R. I., May 1, 1926 :

**SECTION 7.** One apprentice shall be allowed to each six journeymen, but not more than two apprentices to one shop. He shall serve three years in the shop where first indentured and shall not leave said shop except for just cause. Prior to the discharge of any apprentice, or if the apprentice quits work, the entire matter shall be submitted to a committee to be determined later, who shall have full power from the employers and from the organization to act.

**SEC. 10.** The master painters, in conjunction with the unions, to request the architects to include in the specifications the provision that all bronzing be done by the painters.

**SEC. 11.** Under no circumstances shall the use of the spraying machine be allowed.

The following paragraph is found in the agreement of the North Shore District Council No. 24 with contracting painters and paperhangers in cities and towns to the north of Boston, April 1, 1926 :

And the party of the first part further agrees that if any of its members, while not legitimately employed by the party or parties of the second part, should take contract for work they will receive the recognized prices of the party of the second part.

The agreement between District Council No. 2 and the Master House Painters and Decorators Association of St. Louis, May 10, 1926, contains the following clauses :

3. It is further agreed that in the event, either side desires a revision of this agreement, upon its expiration date April 1, 1928, due notice must be served in writing from one or either association to the other on or before October 1, 1927, to such effect, and that upon receipt of such notice, of one to the other, then the conference committees from each side shall be required to meet in joint conference immediately, and within five days thereafter shall agree upon the wage scale and working hours for the succeeding fiscal year.

It being herewith mutually understood and agreed, by both parties hereto, that this joint committee shall use the following as a barometer, or procedure, to arrive at a basis to adjust and standardize this wage scale for the succeeding fiscal year, to wit :

The wage scales of the following 10 basic building trades organizations, namely, bricklayers, carpenters, cement finishers, electricians, elevator constructors, engineers, ironworkers, plumbers, plasterers, and steam fitters, shall be recorded as of date October 1, 1926, and then again as of October 1, 1927, and if it is found that any three or more of such basic trades have ascended or descended in their respective wage scales, during such fiscal year, same shall be totaled as a whole in both instances, then divided by 10 in each instance, and then the difference in the results of such computation shall be applied to the wage scale, as to which side such majority applies, as is hereinabove agreed to be the substance of this agreement ; provided further, however, that if it is found that no other three trades as above mentioned did make any changes in their respective wage scales during such respective fiscal year, then this agreement shall automatically continue itself for another year upon its expiration date period, and upon the basis of the wage scale as is herein established, and also likewise continue in effect from time to time in accordance with all other stipulations of this agreement.

Paperhangers work entirely by the piece. Their agreements generally consist of wage scales and price lists only. The following extracts are taken from the agreement of Paperhangers' Local No. 1061 of Atlantic City, N. J., March 15, 1926 :

**ARTICLE 4.** That in every shop governed under this agreement, one man shall act and be recognized as shop steward by the employer and Paperhangers'

Local Union No. 1061, whose duties shall be to take up with the employer all matters that may arise relating to or affecting the terms of this agreement.

ART. 5. None but members of Local Union No. 1061 in good standing are to be employed, unless there are not a sufficient number of members to supply the demand, in which case mechanics not members of the local union may be employed, but they must first secure a temporary working card from the local union or its representative before going to work. When forces are to be reduced on jobs or in shops, temporary card men are to be laid off first.

ART. 6. That all preparatory work shall be controlled and done by the papehanger.

ART. 9. That no member of Local Union No. 1061 shall be permitted while regularly employed by a firm or shop to contract for or take work for himself at any time while so employed without the consent of his employer, under penalty of a fine to be strictly enforced.

ART. 10. That in shops where up to 5 men are employed 6 months of the year, 1 apprentice shall be allowed; in shops where up to 10 men are employed 6 months of the year, 2 apprentices shall be allowed.

ART. 12. That the employer shall deliver to and from all jobs all scaffolding, material, tools, etc., necessary for the completion of the work done thereon, and no member of Paperhangers' Local Union No. 1061 shall be permitted to use pushcart or other means to evade this rule.

ART. 13. That employer shall furnish carefare to all jobs that are of a greater distance than six squares from the shop or job. When men are required to walk they shall do so on employer's time. No journeyman shall leave any shop before 7.45 a. m., under penalty of fine to be strictly enforced.

ART. 14. That Paperhangers' Local Union No. 1061 reserves the right to reject as unfit and refuse to work on or with any scaffolding, ladders, planks, etc., it may deem unfit to insure the safety of its members. And Paperhangers' Local Union No. 1061 shall consider it sufficient reason to sever their relation under this agreement with any employer who shall discharge a man who refuses to work on or with any scaffolding, ladders, planks, etc., that is not considered safe by Paperhangers' Local Union No. 1061.

ART. 15. That employer shall furnish suitable covering on all vehicles used for the purpose of conveying men to work as will protect them from rain and cold.

ART. 18. That should either party to this agreement desire a change herein or hereto, that one month's notice shall be given to the employer or to Paperhangers' Local Union No. 1061 prior to the termination of this agreement, otherwise this agreement shall remain in force for the period of another year, or so on indefinitely according to conditions prescribed in article 18 of this agreement.

## 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 and are made by locals with groups of employers where possible. The following extracts are taken from the agreement of Plasterers Local No. 46, with the Master Plasterers' Association, Indianapolis, March 31, 1926:

ARTICLE 1, SECTION 1. There shall be no cessation of work pending the settlement of any question or dispute. All questions or disputes that may arise between employer and employee shall at once be referred to their proper committees of employers and employees for settlement, and upon failure of said committees to agree the matter shall be settled by arbitration in the usual way.

ART. 2, SEC. 1. The party of the second part agrees to furnish at all times, on notice to its representative by phone or message, a sufficient number of skilled mechanics to meet the requirements of the party of the first part; being unable

to do so, the party of the first part may employ whomsoever they see fit to do the work, provided, that such workman is a practical plasterer and is not a fined or expelled member of Local No. 46, O. P. & C. F. I. A.; and the party of the second part agrees to issue permits and work with men as designated until they can be replaced with members of Local No. 46; however, such men are to remain until the next regular pay day.

Sec. 2. The object of these working rules is to fix a recognized and meti-tous [sic] standard for the betterment of the plastering craft and to aid archi-tects and others toward the fair compliance of specifications for good plastering. All work shall be done in a workmanlike manner.

Sec. 7. No plasterer will be allowed to work where a floor is not in place nor where overhead protection is not provided in elevator shafts.

Sec. 8. Exterior plastering: Wood lath to be not less than 1/2-inch key, nailed with not less than three-penny nails at each bearing. Metal lath to be well nailed or stapled and to be left rigid and solid. All metal lath to be water-proof.

Sec. 11. Plasterers will not work on any building where exposed to the fumes of salamander gas from salamanders used for any purpose upon such building; however, salamanders with stovepipe and covers may be used on the same floor or apartment of any building where plasterers are working.

ART. 7, SEC. 1. Any differences that may arise in connection with the operation of this agreement shall at once be referred to the joint board for adjustment, said board to be composed of three members of the party of the first part and three members of the party of the second part; and their joint decision shall be considered final and binding upon their respective organizations. A call for a joint meeting may be made at any time by either organization on the other, and when any grievances arise no work, except the work in controversy, shall cease pending the decision of the joint board.

The joint board, as described above, shall mutually agree upon wages and working conditions of superannuated men, members of Local No. 46, and apprentices, and such mutual agreements shall be binding on both parties to this agreement.

The following extracts are taken from the agreement of Cement Finishers' Local No. 526 with the Cement Contractors' Association of Pittsburgh March 1, 1926:

ARTICLE III, SECTION 2. When four or more journeyman cement finishers are employed, a foreman shall be placed in charge of the work—his rate of wage shall be \$1 per day in excess of the journeyman cement finisher's rate.

ART. IV, SEC. 1. Time and one-half time shall be paid for the first two hours of overtime—double time shall be paid thereafter; also from 12 o'clock noon Saturday to 8 a. m. Monday, and the following legal holidays or days observed as such: Decoration Day, Fourth of July, Thanksgiving Day, and Christmas.

SEC. 2. No work shall be done on Labor Day unless absolutely necessary. When such work is done, it shall be paid for at the rate of double time.

ART. V. When two or more shifts are required, employees shall work for straight-time wages as follows: One shift shall work 8 hours between the hours of 8 a. m. and 4.30 p. m., one shift shall work 7 hours between the hours of 4.30 p. m. and 12.30 a. m. and receive eight hours' pay therefor, and one shift shall work 7 hours between the hours of 12.30 a. m. and 8 a. m. and receive 8 hours' pay therefor.

ART. VII, 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 Cement Contractors' Association of Allegheny County and three members from the Cement Finishers' Local Union No. 526 of Operative Plasterers and Cement Finishers International Association. In case they can not agree within three days this joint arbitration committee shall select an umpire whose decision shall be final and binding on all parties.

SEC. 2. In case of a jurisdictional dispute it is mutually understood and agreed that that part of the work in dispute shall be continued pending the decision of the joint arbitration committee.

ART. VIII. Contractors may employ any member of the Cement Finishers' Local Union No. 526 whom they see fit. Should the contractor ask for men and the union is not able to furnish the required number of competent men, the

contractor shall have the privilege of employing whomsoever he wishes until such time as the union can furnish competent men.

ART. IX. It is further understood that the authorized business agent of Local Union No. 526 of Operative Plasterers and Cement Finishers' International Association is permitted on the job when necessary.

ART. X, SEC. 1. Each contractor shall be allowed one apprentice for each foreman employed by him. The apprentice shall be governed by the same working conditions as the cement finisher, and the rate of wages is to be mutually agreed upon between said employer and apprentice.

SEC. 2. This applies to cement contractors only who specialize in finished cement work and are in a position to educate and give steady employment to the apprentice.

ART. XI, SEC. 1. When the location of the work requires the payment of more than one car fare from the center of the city, the employer shall pay car fare in excess of two single fares daily. Travel time in excess of one hour from the center of the city shall be paid for at the straight-time rate. Such car fare and travel time shall be paid only to those men who must travel to reach the job.

SEC. 2. When men are employed to work out of the city requiring railroad fare, transportation, and board (board not to exceed \$10 per week), the employer shall pay such expenses, including straight-time wages between the hours of 8 a. m. and 4.30 p. m. while traveling to and from the job, and in the event of the employee quitting or being discharged for good and sufficient reasons before the job is finished, his expenses shall revert back to the employer, their conduct being judged by the foreman in charge.

## PLUMBERS

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

The agreements are generally made by locals with employers' associations, often for periods of two years.

The three-year agreement of Plumbers Local No. 614 with the Heating and Piping Contractors, Memphis (Tenn.) Association, effective August 2, 1926, is very complete. The extracts here given are fairly illustrative of the contents of agreements of both plumbers and steam fitters:

3. The parties hereby agree that there shall be no strikes, lockouts, or stoppage of work, and that they will provide and maintain a joint arbitration board, as herein provided, to adjust all grievances and disputes between employer and employee; that work shall continue pending decision of the board; and that the parties will by all lawful means compel their members to comply with this agreement, working rules herein agreed upon and hereinafter jointly adopted promulgated by the arbitration board, and the decisions of said arbitration board.

4. Party of the first part agrees to employ no steam fitter for less than the rate of wages herein stipulated or under any more favorable terms or conditions than are provided in this agreement. Party of the second part agrees that during the life of this agreement no member of the Steam Fitters Association Local No. 614 shall work for any person not parties to this agreement for any sum less than that herein stipulated, or under any more favorable terms or conditions to the employer than are herein provided. It is agreed by both parties to this agreement that a set of standards for the installation of all work shall be compiled and adopted by a committee selected by both parties to this agreement. When the standards have been established members of the second part will install heating only in accordance with the

plans which have been approved and stamped by the authorized representative selected by the joint standards committee.

6. The handling of all tools, working machinery, and appliances for work covered by this agreement shall be done by members of the party of the second part and apprentices in their trade; however, it shall be optional with the employer to have pipe larger than 2 inches cut and threaded by pipe shop, factory, or supply dealers that may not employ members of party of the second part, nothing in this agreement prohibiting a member of any other trade from using in his work tools, machinery, or appliances similar to or the same as those customarily used in this trade.

7. Nothing in this agreement shall be construed to prohibit a journeyman or laborer of any trade from performing all small tasks, but not to exceed a half-hour's duration on any one day, ordinarily belonging to other journeymen or laborers, such other journeymen or laborers not being present on the building or job, at the discretion of the employer or foreman, in the interest of public economy. This does not refer to plumbers' trade.

8. Any employer, a member of the party of the first part, may work on his job on any building provided he has a steam fitter, member of the second party, employed. Only one employing steam fitter shall be allowed to handle tools in any one shop and he must conform to laws of the party of the second part.

9. The foreman, if any, shall be selected by and be the representative and agent of the employer, subject only to the terms of this agreement, the working rules and decisions of the arbitration board.

10. The abandonment of work by the individual members of the party of the second part, either separately or collectively, by concerted or separate action on any work 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, and failing to do so the rules and procedure governing the scarcity of help in this agreement shall be applicable in such cases.

11. If after 48 hours' notice to the party of the second part they are unable to furnish to all members of the party 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 international unions associated with the parties of the second part. Failing after due notice of 48 hours to obtain mechanics so affiliated the members of the party of the first part may employ such men as they may be able to procure who shall by that fact be entitled to a permit to work, and the party of the second part shall immediately issue a permit to such men to work for such member of the party of the first part until such time as the party of the second part supplies sufficient men to take their places.

12. 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 because nonunion men in other lines of work or trade are employed on any other building or job, or stop or cause to be stopped any work under construction for any member or members affiliated with the party of the first part, except as provided in this agreement, under penalty of a fine of not more than \$25.

13. No more than four maintenance men shall be given permits at any one time. Any emergency or occasion for modification of this rule shall be submitted to and determined by the arbitration board. Maintenance is confined to the repairs of old work, such as pipe or fittings, and does not include replacement of new equipment, such as heaters, pumps, boilers, engines, or any work requiring dismantling or reconstruction of any part of the plant.

(4) Overtime: There shall be no overtime work except of an emergency nature to preserve life or property, at the discretion of the employer, subject to the jurisdiction of the joint arbitration board, or except on the approval of the joint arbitration board of this trade.

(6) When a workman goes directly from his home to the job the employer will pay all car fare in excess of that which might be incurred by the workman in going from his home to the shop. In going from the shop to the job, or from the job to the shop, a distance of more than one-half mile, workman will receive his car fare.

(18) (F) An apprenticeship shall be for a period of five years, at the expiration of which time his employer or employers during this period shall prepare a statement for consideration by the joint arbitration board, which statement shall set forth the department, experience, and general knowledge of trade that

the apprentice has acquired. An apprentice will then be eligible as a journeyman, provided that his knowledge of the trade, after final examination, is such as will satisfy the board that he is a good and efficient journeyman. If the apprentice should fail to pass the final examination, the board may order him to continue as an apprentice for such additional time as in the opinion of the board is necessary, and at the end of such time another examination will be given him, and so on, until he shall have passed the examination.

20. Both parties hereto agree that they will at their annual election each year select or elect an arbitration board to serve for one year or until their successors are elected and qualified. In case of death, expulsion, removal, or disqualification of a member or members of the arbitration committee, such vacancy shall be filled by the association or union, as the case may be, at its next regular meeting.

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

23. 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, State, or National Government, shall be eligible to act as a representative on the trade joint arbitration board and cease to be a member thereof immediately upon his election or appointment to business agent or any public office or employment. This clause, however, may be waived by unanimous consent of the joint arbitration board.

24. An umpire shall be selected who is in no wise affiliated with this trade or who is occupying an elective public office. The umpire shall cast the decisive vote, and his decision shall be final and binding upon both parties to this agreement.

25. When a dispute or grievance arises between a journeyman and his employer (parties hereto) 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. The joint arbitration board shall meet upon 48 hours' notice to transact business, upon written request of either party hereto. All verdicts shall be decided by a 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. In the event of any dispute or grievance arising between officers, business agents or individual members of the party of the second part and their employers, party of the first part, their officials or individual members, for any cause whatsoever, there shall be no cessation or abandonment of the work on the part of either party to this agreement, or any of its members, individually or collectively, but such grievance or dispute shall be settled as provided in this agreement.

29. Two-thirds of the members of the joint arbitration board present (but not less than two of any one party) shall constitute a quorum of the joint arbitration board, but the chairman of each of the two arbitration committees shall have the right to cast a vote in the joint arbitration board for any absent member of his committee.

The following sections are taken from the two-year agreement of Plumbers Local No. 421, Port Chester, Rye, and Harrison, July 1, 1926, with the Master Plumbers and Steam Fitters Association of Westchester County, N. Y.:

2. 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.

2. Foremen are to receive \$1 per day more for regular time than journeymen. Foreman: One who shall have charge of work or men and shall be designated by employers.

5. Saturday from 12 o'clock noon to 5 p. m. is recognized as a holiday and no members of the union shall be permitted to work at their trades for any employer or any other persons, except when granted by union authority in emergency cases.

6. Sec. 7. Business agents, delegates, shop stewards, or members of a local, parties to this agreement, shall not be discriminated against, and a preference in employment shall be given their members wheresoever possible.

Sec. 15. Plumbers' locals are to register the helpers, said helpers to register and carry card issued by the local, and members of Locals Nos. 86, 209, 421, and 429 are to work only with registered helpers, locals to keep a record of time helper has worked as plumber's helper; also where they have been employed, and only one helper for each two plumbers shall be employed, except where only one plumber is employed, such shop to be allowed to have one helper only.

The two-year agreement of Plumbers' Local No. 98 with the Heating and Piping Contractors' Detroit Association, May 1, 1926, contains the following sections:

ARTICLE VI, SECTION 1. Members of the party of the first part who elect to employ union plumbers shall employ only members of the party of the second part. When such members of the party of the first part shall require the services of members of the party of the second part, the secretary of the party of the first part or his assistants shall apply to the business manager of the party of the second part, who shall exercise his best efforts to supply satisfactory employees.

Should at any time satisfactory members of the party of the second part not be available, any such member or members of the party of the first part shall employ temporarily such plumbers as they are able to procure; the business manager of the party of the second part to be notified immediately of such action.

SEC. 2. The Detroit Journeymen Plumbers Protective Association Local No. 98, parties of the second part to this agreement, hereby agree not to enter into nor sign any agreement with any other association or organization, contractor, contractors, or individuals, during the life of this agreement, and should they or any member of the party of the second part, work for any one under terms and conditions more favorable to their employers than those contained in this agreement, members of first party shall have the advantage of such more favorable terms and conditions and said more favorable terms and conditions shall be considered as applying to this agreement and as a part of it, notwithstanding anything contained in this agreement to the contrary.

SEC. 3. Inasmuch as some of the members of second party are more skillful and better fitted than others to act as foremen on jobs where certain classes of work are done by members of first party, it is agreed that it will not be considered a breach of this agreement, if members of first party hire and employ members of second party, who at the time of such hiring are employed by members of the first party, providing members of first party are willing to make such transfer of their men, the business agent to be at once notified of such transfer.

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

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

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

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

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

ART. XIII. It is further agreed by both parties to this agreement that there will be no cessation of work, strikes, or lockouts for any cause whatever, but that matters in dispute shall be presented to the arbitration committee and action taken by said committee in accordance with the provisions for arbitration in Article XII.

ART. XVII. The parties to this agreement mutually agree that no laws or rules shall be made or adopted by the various organizations or affiliated organizations that shall be construed or interpreted as conflicting with the intent or purpose of this agreement. It is understood and agreed that neither of the parties to this agreement have agreements or understandings with others conflicting with this agreement. Further, that no verbal or implied understandings shall be recognized as part of this agreement and all parties to this agreement to be bound by this clause during the life of this agreement.

The two-year agreement, July 1, 1926, between the employing steam and hot water fitters of Westchester County, N. Y., with Local No. 543, comprising steam, hot-water, hydraulic sprinkler, pneumatic tube, vacuum, ice machine, and general pipe fitters, contains the following sections:

SECTION 5. No steam fitter shall work more than one helper, except distributing material.

SEC. 6. \* \* \* (a) When a steam fitter is sent out of the city or town he works in, to another city or town, by the firm he works for, to install work, he shall take his helper with him. All car fare incurred by the steam fitters and helpers shall be paid by the employer when same is outside the 5-cent trolley zone. When transportation is furnished by the employer, the employees shall be ready to leave the designated point on or after 7.30 a. m., and returning on train or car which leaves the job nearest to 5 p. m., or quitting time.

The party of the first part agree they will not require the members of the party of the second part to report to the job or shop for materials to be taken to the job before 7.45 a. m.

SEC. 10. When journeyman steam fitters and helpers are employed by master plumbers and steam fitters, before starting to work they are to report to the business agent under whose local jurisdiction they are to work in.

SEC. 11. Where an employer or firm employs one or more pair of steam fitters, they shall be permitted to use one extra fitter for jobbing work without a helper.

The following sections are taken from the agreement of Steam Fitters Local No. 476 with the employers of Providence, August 18, 1926, to April 1, 1929:

ARTICLE 9. No fitter shall work more than one helper or the number of helpers employed shall not exceed the number of fitters, unless the helpers are employed at carrying or distributing material or at work on engine and boiler connections or other piping of more than 4 inches in diameter. In such cases additional helpers may be used only for distributing or rigging in connection with work above described. Employers and foremen doing work shall comply with all the above rules: *Provided*, When the employer is unable to hire a union fitter he shall notify the business agent of Local 476 and if Local 476 is unable to furnish a union fitter, the employer will then have the right to demand a permit and use an experienced union helper in his employ until such time as Local 476 can furnish a union fitter. Helpers working under this permit shall receive wages of a journeyman fitter.

ART. 10. At the close of each day fitters shall see that each tool is thoroughly cleaned and put in its proper place in the kit and that the chests and lockers are left in a place as safe from theft or injury as possible. All fitters will reimburse the employer for all tools lost or injured, unless satisfactory excuse can be given for same.

ART. 12. There shall be no strikes, lockouts, or stoppage of work as long as these agreements are in force, except sympathetic strikes ordered by the building trade council or business agent of Local 476, in which case the employer shall be notified prior and consulted previous to action by the building trades council and business agent of Local 476.

ART. 13. A conference board, composed of three masters and three journeymen, to whom shall be referred all questions in dispute for adjustment and



their decision shall be final and binding. In case the conference committee fails to agree, it shall be left to arbitration, the arbitration committee composed of one master and one journeyman, they to select a third party jointly and their decision to be final and binding. There shall be no strike or lockout pending arbitration.

The national organization of plumbers and the National Automatic Sprinkler Association made a five-year contract April 6, 1915, creating a United Automatic Sprinkler Fitters' Union to include all men engaged throughout the country as sprinkler fitters exclusively, outside of six such locals already chartered, the unions to be under the direction of officers appointed by the national president and secretary-treasurer, with headquarters at the general offices of the national organization.

During the war the rates of wages underwent several changes by verbal agreement. On July 1, 1919, an amendment was made to the agreement, to cover helpers. On April 28, 1922, the agreement with amendment was continued to July 1, 1923, when it was continued with changes for three years longer. On July 1, 1926, the agreement was continued for five years, as follows:

1. It is understood that yearly meetings shall be held between the representatives of the National Automatic Sprinkler Association and the United Association of Journeymen Plumbers and Steam Fitters of the United States and Canada in accordance with the provisions contained in the previous agreement and amendments thereto of the 669 or United Automatic Sprinkler Fitters' Union agreement.

2. It is agreed that commencing July 1, 1926, the wage for sprinkler fitters shall be \$10 per day and for sprinkler fitters' helpers \$5.60 per day. It is further agreed that "during all succeeding years of this agreement the wage, whether increased, decreased, or remaining at the then prevailing rate, is to be in effect July 1 of each year, and conferences to be held, and wage adjustments to be completed at least six months before July 1 of each year."

3. The National Automatic Sprinkler Association agreed to the adoption of the basic eight-hour day as in common use.

4. The National Automatic Sprinkler Association agrees that when road men in their employ enter the jurisdiction of other unions of the United Association such road men shall, without unnecessary delay, report their presence to the proper officials of such local unions.

## ROOFERS

The United Slate, Tile, and Composition Roofers, Damp and Waterproof Workers Association is composed of the two classes of roofers named in the title. The union was formed in 1919 by a consolidation of these two classes of roofers and in the larger cities the two branches have kept their separate existence. Agreements are generally made by a local with an association of employers.

The following extracts from the agreement of Local No. 63, Youngstown, Ohio, May 1, 1926, show the character of roofers' agreements:

**RULE 2.** When time to finish job on Saturday afternoon does not exceed one hour, workmen shall stay and finish the job at straight time.

**RULE 3.** Workmen shall be in the shop or on the job as required, in ample time to start work promptly. Where more than 45 minutes are lost by workmen going to job, or more than 45 minutes are lost in returning from job then such loss of time shall be paid by employer.

**RULE 4.** That time and a half shall be paid for overtime until 9 p. m. and double time from 9 p. m. until regular starting time for next day's work. That double shall be paid for the following days: Saturday afternoon (above ex-

ception only), Sundays, Decoration Day, Fourth of July, Thanksgiving Day, Christmas, and New Year's Day.

RULE 5. No member shall work on Labor Day.

RULE 7. Master roofer contractors will employ only members of Local No. 63, provided such men are competent. If for any reason Local No. 63 fails to furnish enough competent workmen, the master roofers are to have the right to employ workers without regards to membership in Local No. 63. Said workers are to be given a working card by Local No. 63 for a trial period of two weeks, during which time said workers are to pay \$1.50 per day, same to apply on initiation fee.

RULE 8. Employers will honor all orders for money due Local No. 63 when issued by business agent or financial secretary and signed by debtor. The business agent to have access to shop or job where he has business pertaining to his office at any time, but will make his visit as brief as possible during working hours.

RULE 9. One man in each shop shall act as shop steward, who shall take care of the interests of Local No. 63, and who shall in no way be discriminated against for the performance of his duties.

RULE 10. No member of Local No. 63 shall be permitted to contract for work on his own accord other than on his own individual property while employed by any contractor signing this agreement, but shall turn over all such work to his employer.

RULE 12. There shall be no cessation of work. Should any dispute or misunderstanding arise it shall be referred to a joint arbitration committee consisting of three members from Local No. 63 and three members from the master roofing contractors. In case they can not agree, then the committee shall select an umpire. A decision shall be rendered within four days (working-days) from start of dispute.

RULE 13. Any foreman in any shop under the jurisdiction of Local No. 63 who has 10 or more men working under him is required to make application for membership in Local No. 63, pay same initiation fee as others, but will immediately take out a withdrawal card, the same to be renewed annually, for the sum of \$3.

RULE 14. Should any change in rate of wages be desired, the party desiring the change is to give the other party 60 days' written notice prior to the expiration of this agreement.

RULE 15. \* \* \* After four weeks (during which time wages optional) new helpers are to pay Local No. 63 \$1 per day for permit to work, same to apply on membership fee of Local No. 63 until same is paid, after which time he shall receive class B wages.

## STONECUTTERS

The Journeymen Stonecutters' Association of North America consists of stone and marble cutters and carvers, bridge and curb cutters, tool sharpeners, and operators of stone, marble and artificial-stone cutting and sawing machinery, molders in artificial-stone plants, and all engaged in the fabrication of stone, stone setting, and interior marble setting. The agreements are generally for three years. Extracts from the agreement between the Greater New York Cut Stone Contractors' Association and the journeymen stone cutters' union of New York and Newark, January 1, 1926, follow:

ARTICLE I. It is the intent of this agreement that the union shall at all times have the first opportunity to supply the stonecutters and planer men necessary for the contractor. But after written notice and failure to so supply for a period of 72 hours, the contractor may employ men with the understanding they shall become members when requested to do so.

ART. II. Eight hours shall constitute a day's work each day except Saturday, which shall be four hours, so that not more than 44 hours shall have been worked during the week.

ART. III. There shall be an established differential of \$1 per day between wages of a man cutting stone and anyone operating a planer.

Double time to be paid for all overtime worked,

ART. V. The employer shall be the judge of the competency of the employee and he shall be at liberty to employ and discharge whomsoever he sees fit; and the members of the union shall be at liberty to work for whomsoever they shall see fit.

ART. VI. The foreman shall be the agent of the employers. He shall be a practical stonecutter and must pay union dues. Any complaint preferred against a foreman shall be submitted to the joint arbitration board for adjudication.

ART. VII. The party of the first part shall have the right to employ apprentices in each shop, and all apprentices shall be accepted as members of the union upon completion of their period of apprenticeship.

Apprentices starting to learn the trade of stone cutting shall be between 16 and 20 years of age and shall serve for a period of not less than four years in full from the date of starting at the trade. After one year's service he shall be kept working at the banker and given opportunity, according to his ability, to do the best work in the shop.

No contractor shall be allowed to have in his employ more than four apprentices at any one time, and the employment of apprentices shall be on the following basis:

When the contractor has employed a yearly average of one journeyman he will be allowed one apprentice and one additional apprentice for each additional four journeymen employed on a yearly average.

The party of the first part shall furnish all tools required by stonecutter apprentices.

The party of the first part shall have the right to engage planer apprentices. Planer apprentices shall be over 21 years of age and shall serve an apprenticeship of one year.

ART. VIII. There shall be no discrimination by the party of the first part against any member of the party of the second part because of any duties he may perform as a member of a committee or for performance of his duty as a shop steward.

ART. IX. There shall be no limitations as to the amount of work a man shall perform during his working-day.

ART. X. The use of machinery, pneumatic tools, appliances, and methods shall not be restricted or interfered with, but no man shall be required to use the pneumatic hammer more than four hours during any working-day; only three-fourths-inch hammer to be used.

ART. XI. There shall be no strikes, lockouts, or stoppage of work, but the union reserves the right to refuse to work either with nonunion men or on nonunion material; but the parties hereto will arbitrate all differences or grievances other than aforementioned that may arise between them during the life of this agreement under the following rules:

Each party shall elect an arbitration committee of three members to whom grievances shall be submitted, and either party can issue a call for a conference of said arbitration committee to consider and adjust a grievance, and upon failure to agree shall by agreement select an impartial umpire, whose decision shall be final and binding on both parties.

ART. XIII. When an employee is first sent away from the shop as a fitter or otherwise he shall leave the shop for the job on the employer's time, and shall thereafter take a train or conveyance that will enable him to begin the day's work at 8 a. m.

When an employee is working away from the shop and outside of the metropolitan district at such distance from Manhattan that train service makes it impractical to commute to said job the employer shall pay his board, and traveling expenses shall only be paid to go to and from the job once a week. The employee shall take a train that will enable him to begin work at 8 a. m. and he shall not leave the job on Saturday before 12 noon. The above rule shall apply to jobs within 100 miles of Manhattan.

ART. XVI. Planer, carborundum molding machine, and lathe operators shall lubricate, where necessary, all parts of their machines within reach from the ground or from the machine, but not including counter or line shafts, and have same ready for starting work at starting time.

ART. XVIII. This agreement shall cover a period of three years dating from January 1, 1926, to December 31, 1928, and shall be considered renewed from calendar year to calendar year thereafter, under the same terms and conditions as herein stated, unless one party notifies the other in writing on or

before July 1, 1928, of its intention to terminate the agreement at date of expiration, or if in renewing the agreement any change in the terms and conditions is desired by either party, it must notify the other party in writing on or before July 1, 1928, and shall state specifically all changes desired.

ART. XIX. It is agreed and understood by the parties hereto that there shall be no reservation in regard to the interpretation or construction to be placed on any of the articles of the foregoing agreement; and it is further agreed that any provisions of this agreement that may be found to be unlawful shall immediately be discontinued without in any way affecting the remaining provisions.

### STRUCTURAL-IRON WORKERS

The members of the International Association of Bridge, Structural, and Ornamental Iron Workers construct, load, erect, install, remove, dismantle, and wreck bridges, viaducts, trestles, dams, reservoirs, piers, docks, elevators, caissons, tunnels, subways, blast furnaces, vats, tanks, towers, trusses, and fire escapes, drive piles, move and place machinery and rigging, and make, erect, and construct the structural and ornamental iron and metal work in buildings. Ordinarily, a local union comprises workers of all classes. In a few of the largest cities, however, there are unions composed of but one class of workers. The territory covered by a local frequently 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 of Local No. 67 with the Master Builders' Association, Des Moines, Iowa, June 25, 1926, show the general provisions of structural-iron workers' agreements:

SECTION III. In any and all cases of dispute, demands, or other troubles arising between the above-mentioned parties to this agreement, there shall be no lockout, walkout, strike, boycott, or cessation of work, collectively or individually, but said difference shall be taken up by the official representative or representatives of either or both the parties to this agreement for adjudication and the case brought to the attention of the joint arbitration committee, as set out in section IV hereof.

SEC. IV. There shall be a joint arbitration committee composed of three representatives from the contractors' association and a like number from the International Association of Bridge and Structural Iron Workers of Des Moines, Local No. 67, for the purpose of adjusting all grievances submitted to them in writing by either association.

SEC. VIII. It should be expressly agreed that all questions pertaining to the bridge and structural-iron workers' trade shall be settled by those connected therewith, and none others, and it shall consider all matters of mutual interest to employers and workmen as may be referred to it, and its decision and findings shall be conclusive and binding upon all parties concerned.

SEC. IX. On or before January 1 of each year the joint arbitration committee shall meet for the purpose of renewing an agreement for the ensuing year, and shall continue to meet until they come to a satisfactory understanding before said agreement goes into effect. The time of said agreement will be from May 1 to May 1 of each year, and it is further agreed that the laws of the International Association of Bridge and Structural Iron Workers, Local No. 67, of Des Moines, Iowa, as follows, be a part thereof: \* \* \*

SEC. X. Eight hours shall constitute a day's work, to begin at 8 a. m. and end at 5 p. m., with one hour for noon, from March 15 to October 15, and from October 15 to March 15 to begin at 8 a. m., with 30 minutes for noon, and to end at 4.30 p. m.

SEC. XV. If after 24 hours' notice the party of the second part fails or is unable to furnish all members of the first part the required number of men, then the party of the first part shall be entitled to procure and employ the men required. These men may or may not be members of the organization of the party of the second part, and the employer shall have the option to retain such

men in his employ until such time as competent affiliated men are furnished to meet their requirements.

SEC. XVIII. When members of this union are called upon by the international association or central body to protect union principles, it shall in no way be considered a violation of these rules. When employer sublets the work to another firm or company, the subcontractor shall be subject to all the terms of these rules.

No written agreements are made by Local 114, Tacoma, Wash. The following articles are a few of the working rules of the union, effective May 1, 1926:

ARTICLE VI, SECTION 1. First-class transportation shall be provided for all members shipped on work outside of the city limits both to and from job.

SEC. 2. Traveling time shall be paid for at the rate of the regular scale for 8 hours out of every 24 while in transit, and traveling time to start at time of embarkation.

SEC. 3. Traveling on holiday is single time.

SEC. 4. Where conditions are such that a job be more than one-half mile from a car or bus line where fare is more than 10 cents, the contractor shall provide first-class transportation to and from the job. This section applies to all jobs outside of city limits of Tacoma.

ART. VII, SEC. 1. Foremen directly in charge of men and giving orders to them shall be members of this union.

SEC. 2. When four or more men are employed, a foreman must be put in charge, except on ornamental and reinforced steel where two or more men are employed, one of which shall be a foreman.

SEC. 3. It shall be the duty of each foreman to work with the steward and see that the steward system is enforced and the rules of this organization are lived up to. Failing to do so, he shall, upon conviction, be fined not less than \$5.

SEC. 4. Piecework shall not be allowed under any consideration.

SEC. 5. No member of this union will be allowed to contract or be financially interested in contract.

## CIGAR MAKERS

The Cigar Makers' International Union of America makes no agreements. All work is piecework. Each local draws up a bill of prices which a manufacturer is obliged to observe if he wishes to use the label. Some of the regulations accompanying a bill of prices were printed in Bulletin No. 419 (pp. 63, 64).

## 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 organization has prepared an agreement which is in very general use. Locals in the larger cities often insert additional clauses in it. The following is an agreement practically complete, except clauses in regard to wages, of Local No. 195, of Chicago, Ill., with the Cook County Merchants Association, for two years from April 1, 1926:

1. (a) That all sales people with the exception of a son or daughter of an employer, employed in the stores owned or controlled by the party of the first part, shall be members in good standing of the Retail Clerks' Association Local No. 195.

(b) All temporary sales people must first apply to the association for a working card, which will be issued for the first two weeks' duration without cost, after which time said employee must become a member of Local 195,

and all extra sales people must carry a special working card which is issued by the association.

(c) It is understood and agreed that whenever party of the first part shall need additional help, either permanent or temporary, that the association be given the preference to furnish such help as required. It is further understood that sales people sent by the association for vacant positions must be satisfactory to the party of the first part within two weeks. If the association fails to furnish the required help within three days, the party of the first part may employ sales people from other sources.

2. (a) The following schedule of hours shall be adopted: Stores open 8.30 a. m. and close Monday 6 p. m., Tuesday close 9 p. m., Wednesday close 6 p. m., Thursday close 9 p. m., Friday close 6 p. m., Saturday close 10 p. m., Sunday close 1 p. m. The following legal holidays, Decoration Day, Labor Day, and Thanksgiving Day shall close the same as Sunday. The same schedule of 54 hours shall be mutually arranged where stores are closed on Sundays and holidays. Sales people shall be off one full day each week, this day to be agreed upon by the employer and employee.

(b) In case of emergency, when overtime work is required, all overtime must be approved by the association or its representative, and compensation shall be one time and a half based on salary received.

(c) All sales people shall be entitled to one hour noon lunch and one hour for dinner when working evenings. Sales people must be in their respective positions and ready for business by 8.30 a. m., and no employee shall remain on duty after specified working hours unless detained by unfinished sales.

3. It is understood and agreed that employees of the party of the first part shall be off and receive full pay on the following legal holidays: New Year's and Fourth of July. It is further understood and agreed that stores may be opened evenings one week before Christmas, and sales people must be compensated for same if working those evenings.

4. (b) All sales people engaged in the selling or waiting on trade who are not bona fide partners must become members of Local 195 and be governed by its rules.

(c) All sales people 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 2 salesmen in each store, two to 6 salesmen in each store, and proportional number thereafter.

5. No employee of the party of the first part shall suffer any reduction of wages, or commission through the operation or because of the adoption of this agreement. It is also agreed that sales people of the party of the first part shall receive at least one week's vacation with full pay, when in present employment for one year or more.

6. It is understood and agreed that sales people of the party of the first part shall not be requested nor required to do porter work of any description.

7. Any difficulty that may arise, not covered by this agreement, which can not be adjusted by the representatives of the parties hereto shall be submitted to arbitration, consisting of an arbitration board of three on each side. Both of the parties hereto shall agree upon a third party to act as arbitrator within three days after they have failed to adjust the difficulty. No lockout by the employer shall be instituted and no strike by the employees shall be engaged pending decision of the arbitration.

8. It is agreed that upon signing this agreement by the party of the first part, and with full compliance of all provision thereof that the association will furnish without cost the official store card of the Retail Clerks' International Protective Association, Local 195, to be displayed in the window. It is expressly understood and agreed that the business representative of the Retail Clerks' Association Local 195 is to have the privilege of entering upon the premises during business hours of the party of the first part for the purpose of interviewing its employees providing they are not occupied in waiting on trade.

9. This agreement and wage scale shall go into full force and effect upon signing of same, and shall remain in full force and effect until March 31, 1928, or until another agreement has been presented to the employer by the association.

It is further understood and agreed that any violation of this agreement will be sufficient cause to remove the store card furnished by the association without due notice.

The agreement between the same union and the Maxwell Street Merchants Association made at the same time contains the following paragraphs in addition:

2. It is further understood and agreed that stores will close 1 p. m. on the following legal holidays: Fourth of July, Christmas, and New Year's Day. It is further agreed that during the months of July and August stores will close at 6 p. m. on Monday, Wednesday, and Friday.

4. (b) If party of the first part shall close stores on his own accord on religious holidays or for other reasons, the employees must receive full pay for the time the store is closed.

## CLOTHING TRADES

### BOOT AND SHOE WORKERS

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

The Boot and Shoe Workers' Union has a form, negotiated annually, known as the "union-stamp contract," which is in very general use by the unions under its control, supplemented occasionally by local wage contracts. Extracts from this agreement were printed in Bulletin No. 393 (pp. 48, 49). Extracts from agreements made by other boot and shoe unions were printed in the same bulletin (pp. 49 and 50) and in Bulletin No. 419 (pp. 66-68).

### CLEANERS, DYERS, AND PRESSERS

Cleaning, dyeing, and pressing are occupations lying within the jurisdiction of the Journeyman Tailors' Union of America and of the Laundry Workers' International Union. There are, however, several independent locals engaged in these occupations. The agreement of Cleaners, Dyers, and Pressers Union, Local No. 17834, with an employers' association, Detroit, March 22, 1926, is here given complete except for the wage provision:

ARTICLE 1. That from and after the date hereof and up to March 1, 1927, the employers bind themselves to the employment in their cleaning and dyeing plants only good-standing members of the said Cleaners, Dyers, and Pressers Union, Local No. 17834, and no others, said union to be the sole judge of its good-standing members, on the following work of cleaning, dyeing, spotting, pressing, tailoring, steaming, marking, sorting, and all other work in the factory end of the business.

ART. 2. The union shall at all times, to the utmost of its abilities, furnish the employers skilled help capable of properly doing the work required in the respective plants of the cleaners and dyers operated by the employers.

ART. 3. When the union is unable to furnish help the employers may hire help which does not belong to the union, provided such help makes application for membership within two weeks of the beginning of such employment; in the event of failure or refusal of membership within said period, such help shall be immediately dismissed and not reemployed by any employer until membership is acquired.

ART. 4. A 44-hour week shall constitute the women's weekly hours, the daily hours not to commence before 7.30 a. m. and finish not later than 5 p. m., eight hours constituting a day's work straight time, except one-half hour for

lunch from 12 to 12.30. Any hour before 7.30 and after 5 p. m. are to be considered overtime.

Men employees may be started to work any time after 6 a. m. or before 10 a. m., but their day's work shall consist of 4 hours on Monday and not to exceed 9 hours on Tuesday, Wednesday, Thursday, and Friday, Saturday workday to consist of 6½ hours, which must be finished not later than 3 p. m. The 10 o'clock starting time shall not apply on Monday. This makes a total of 46½ hours per week.

Hours for night workers shall be adjusted between the employer and employee. Should they fail to agree on satisfactory hours the matter shall be referred to the union for settlement, as specified in article 14.

Slack season arrangements for fancy spotters shall be mutually agreed upon between employer and employee, same to be in writing with the consent of the employee, employer, and business representative of the union.

ART. 5. All overtime shall be paid at the rate of time and one-half. Work on Sundays and holidays shall be paid at the rate of double time.

ART. 9. It is hereby understood by both parties that piecework is strictly prohibited.

ART. 10. The employer agrees to do and finish all work on premises, except in case of emergency, and when the union can not furnish sufficient help to enable the employer to do and finish the work on the premises, and in such case the union shall be notified before the work is given out, but in no case shall the work be given out to shops or persons unfair to the union.

ART. 11. Members of the union shall not be required to work on orders placed by firms unfair to said union, and refusal of such members to work on such orders shall not be considered a violation of this agreement.

ART. 12. The employer shall have the absolute right to discharge any employee at any time within a period of two weeks from the date of employment. This right of the employer shall be absolute and not subject to any review.

ART. 13. It is hereby agreed by both parties that one week's notice should be given in cases of quitting or discharging. Such notice shall be in writing and give cause when demanded.

ART. 14. It is also agreed and understood by and between the parties hereto that if there should be any grievance between any employee and his or her employer it shall be referred to the union business agent for settlement. In the event such grievance is incapable of settlement by this method the employers and the union shall appoint a grievance committee consisting of two members, respectively, to settle such grievance; in the event of their failure to agree they shall mutually agree upon some individual to sit with them as a board of arbitration. The decision of a majority of said board shall be final and binding. It is understood that all employees shall remain at work and that there shall be no "lockout" pending the settlement of any grievance. Any dispute arising between the employer and the union, whether relating to the construction or interpretation of this agreement, shall be adjusted by the board of arbitration in the same manner.

ART. 15. The union shall have the right to select one of the members to act as shop chairman, and it shall be the duty of said shop chairman to see that all members of the union live up to the rules and regulations laid down by the union and the firm. Shop chairman shall not be discriminated against in any way by the employer.

ART. 16. It is hereby understood that a representative of the union will at all times be allowed to enter the premises of the employer during working hours.

ART. 17. Should any member of the union be suspended or expelled from the union, the employer agrees to discharge such member within one week after being notified by the union.

ART. 18. The employer agrees to keep working rooms in a clean and sanitary condition and to furnish its employees with cool drinking water during the summer months.

ART. 19. Should the slackness of business warrant the laying off of help, employer agrees to divide as much as possible the work equally amongst all employees. New employees who have been employed less than six months shall be laid off before there shall be any division of work. Last employee laid off shall get first preference to be rehired in their former employment unless laid off for cause. When a member is asked to report for work at the regular starting hour in the morning, that member shall receive a full day's pay.



ART. 20. It is further agreed that there shall be no agreement or contract, verbal or otherwise, made between employer and employee individually which is in any way conflicting with the rules and regulations or agreement of the union. Any such individual agreement in operation at present shall be null and void unless sanctioned by the union.

ART. 21. It is hereby agreed by all of the employees who are under this contract and who are members of the union or who have made application to join the union that the employers are authorized and directed to deduct from the first week's pay in each month and in no case later than the 10th of the month the amount of the union dues that are to be paid by each individual to the union, in accordance with the rules and regulations of the union.

A list of such employees will be furnished the employers by the shop chairman at least 10 days prior to the pay day mentioned above, together with the amounts to be deducted from each pay envelope. This money shall be turned over to the shop chairman and he shall receipt for the same.

ART. 22. It shall be the duty of the association to see that all their members sign this agreement as individuals and further to see that they live up to it.

ART. 23. This agreement shall remain in effect until an arbitration board has definitely decided and both parties have agreed on a new agreement. The arbitration board shall make its decision not later than 30 days after expiration of this present agreement. Any decision of the board of arbitration shall be retroactive to March 1, 1927.

ART. 24. Any employee may be dismissed without notice for theft or being found drunk or smoking on premises, except in places provided therefor.

### CLOTH HAT AND CAP MAKERS

The Cloth Hat, Cap, and Millinery Workers' International Union comprises makers of cloth hats and caps and millinery workers. Their agreements are generally lengthy and made by a local union, or a joint board where one exists, with individual employers. Most of the 1926 agreement of Local No. 6, Philadelphia, is here given :

2. The employer agrees to employ none but members in good standing of the union to perform all the cutting, operating, blocking, lining making, trimming, and pressing required by him in the manufacture of cloth hats and caps.

3. The employer agrees that no foreman or forelady or member of the firm shall do any of the work in any of the branches above enumerated. All these operations shall be performed by union members only. One specified member or representative of the firm may be permitted to work only while the workers of the shop are working in the shop.

4. The employer agrees to maintain a union shop during the life of this agreement. A union shop, within the meaning of this agreement, is one that employs not less than a cutter, a blocker, a packer, a lining maker, a trimmer, and a proportional number of operators. In any case, the number of operators shall be at least sufficient to necessitate the employment of the cutter for as many hours a week as the operators.

5. The employer agrees to engage any and all new workers through the office of the union only; such new workers shall identify themselves by presenting union working cards directing them to said employer's place of business.

6. All new help engaged after the signing of this agreement shall, after a trial period of two weeks, be considered as regular employees of the employer and shall be entitled to all the rights, privileges, and benefits provided for in this agreement.

8. There shall be equal division of work among all the workers of the shop at all times. Arrangements for the division of work shall be made at least 36 hours in advance between the employer and a committee of the workers.

9. Until June 30, 1927, a week's work shall consist of 44 hours, distributed over the first five working-days. Beginning July 1, 1927, and thereafter during the life of this agreement, a week's work shall consist of 40 hours, distributed over the first five working-days. No work shall be done on Saturday or Sunday under any circumstances.

10. No overtime work shall be performed during any part of the months of June, July, and August. During the rest of the year overtime work may be

performed only with the consent of the union, and in any case not more than eight hours in any one week, and such overtime work shall be paid for at the rate of time and a half.

11. The following legal holidays shall be observed and the workers shall receive full pay for same: Washington's Birthday, Independence Day, Labor Day, Thanksgiving Day, and New Year's Day.

If the employer observes all the Jewish holidays, he may substitute the following holidays for the above named: Election day, the first day of the Jewish New Year, the eighth day of the Feast of Tabernacles, the first day of the Passover, and the first day of Shevuoth; but arrangement for such substitution must be made with the union in writing not later than four weeks after the day of the signing of this agreement.

12. The system of work shall be by the week in all departments.

14. A list of the names of all employees of the employer and their weekly wages is attached hereto and constitutes part of this agreement. [List omitted.]

15. The wages of handicapped workers for whom for one reason or another there has been temporarily fixed a wage below the minimum shall be revised every three months, with a view of bringing them up to the fixed minimum wage.

17. The employer agrees that all work shall be made in his own shop and that no work shall be given out by him except with the written consent of the union. Nor shall any ready-made goods be purchased by him from any manufacturer or contractor unless the name and place of business of such contractor or manufacturer has been registered with the union and the union has certified in writing to the employer that such contractor or manufacturer maintains proper working standards and sanitary conditions, and then only while such proper working standards and sanitary conditions continue.

18. Workers shall not be required to work for the employer if he will work or supply work to any manufacturer or jobber during the pendency of strikes called or conducted by the union against the latter firm.

19. The union reserves the right not to permit its members to perform work for the employer if the employer should do any work for firms who sell goods to firms against whom the union has declared a strike or who sends goods to such firms, its members, agents, factors, or jobbers during the pendency of such a strike, and the calling of a strike by the union against the employer to enforce the right hereby reserved shall not be construed as a violation of this agreement.

20. In no event shall the employer buy cut goods for caps or hats to be manufactured on his premises.

21. The employer agrees that in the event the Cloth Hat, Cap, and Millinery Workers' International Union shall decide to start a movement to unionize the jobbers of the city of Philadelphia and the employer shall be notified to that effect by Local No. 6, the employer obligates himself that from the date of the receipt of such notification none of the merchandise manufactured by the employees shall be directly or indirectly manufactured for or sold to or for the account of any manufacturer or jobber of the city of Philadelphia, or of any other market in which the jobbers have been unionized, who is not under contract with the union to observe and maintain union standards.

22. To provide the facilities for the strict enforcement of this article, the employer agrees to supply the union with a list of names and addresses of manufacturers and jobbers for whom he is working and to whom he is selling merchandise and to permit the inspection of his receiving and shipping books by representatives of the union for the purpose of investigating whether the employer is living up fully to the provisions of this article.

23. The employer agrees that he will pay to Local No. 6, Philadelphia, of the Cloth Hat, Cap, and Millinery Workers' International Union on each and every pay day during the life of this agreement a sum equal to 3 per cent of the pay roll of that particular week, covering all the workers coming under the terms of this agreement. These payments shall be by check, payable to the order of Local No. 6 of the Cloth Hat, Cap, and Millinery Workers' International Union, shall be forwarded to the said Local No. 6, 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 for that week.

24. It is agreed that payments to the unemployment fund shall be considered a primary obligation. In case of failure on the part of the employer to make such payments for two consecutive weeks, the union shall have the right to call a stoppage in the shop of the employer until the arrears to the fund are paid,

and the employer is to pay its workers for any loss of time they may suffer because of a stoppage called to enforce payments to the unemployment fund.

25. The sums of money thus received by Local No. 6 shall become its absolute property, to be used at its discretion in such ways or forms as it may deem necessary for the payment of unemployment benefit to the members of Local No. 6 of the Cloth Hat, Cap, and Millinery Workers' International Union.

26. In agreeing to make these weekly payments to the union as herein described, it is not intended that the employer shall have any right, property, or interest in the funds accumulating from such payments, nor shall he incur any other responsibility in connection with the disbursement of said fund. Nor is it intended that any worker employed by the employer shall in any way acquire specified rights, property, or interest in the said fund. Local No. 6, Philadelphia, of the Cloth Hat, Cap, and Millinery Workers' International Union, shall be deemed to have completely fulfilled the requirements of this provision of the agreement as far as the employer or any individual worker working for him is concerned by using the said fund for the payment of unemployment benefit to members of the local herein specified, in such sums, for such periods, and under such terms and conditions as the said Local No. 6 may from time to time determine.

27. The employer agrees to keep his shop in a sanitary condition.

28. The employer shall not enter into any individual agreement with any employee and no cash deposit or other security shall be accepted from any employee by the employer, and the contract between the employer and employee shall be evidenced by this agreement.

29. A duly authorized officer or representative of the union shall have access to the factory of the employer at all times for the purpose of investigating the conditions of the shop with reference to sanitation, fire prevention, and general safety and for the purpose of ascertaining whether the provisions of this agreement are fully complied with by the employer.

30. The employer agrees to permit the inspection of his pay rolls and books by authorized representatives of the union for the sole purpose of investigating whether the employer is living up fully to all the provisions of this agreement.

31. As security for the faithful performance on the part of the employer of the terms of the within agreement, the employer herein has deposited with the union the sum of — dollars, the receipt of which by the union is hereby acknowledged, title to which shall immediately pass to the union, and such sum shall be retained by the union as liquidated damages in the event of any breach on the part of the employer of any of the terms of this agreement.

It shall be considered a violation of this agreement on the part of the employer if he shall at any time during the period of this agreement be or become a member or employee of a firm or corporation engaged in the headgear industry, which firm or corporation shall not be in contractual relations with the union during the entire period of this agreement.

After the expiration of the terms of this agreement and after the employer shall have proven by satisfactory evidence that he has faithfully performed all of the terms of said agreement, said sum is to be returned by the union to the employer.

32. The agreement shall become effective on the date of signing of same and shall continue in force until June 30, 1929, except that any change in wages that may be embodied on or about June 1, 1927, and June 1, 1928, respectively, in the agreement between the union and the Hat and Cap Manufacturers' Association shall be deemed embodied and shall become part of this agreement and shall become effective on the same date as in the shops of the members of the said association and shall continue in effect during the life of this agreement. In case the agreement between the union and the mentioned association shall for any reason whatsoever cease to be effective before the dates mentioned above, it is herewith agreed that the union shall have the right on or about May 1, 1927, and May 1, 1928, to ask for an adjustment in wages, and in case the parties to this agreement shall be unable to agree, the question of the adjustment in wages shall be submitted not later than June 1 of the respective year to Dr. Paul Abelson, of New York, who is to act as an arbitrator and whose decision must be rendered not later than June 30, of the respective year; and the agreed-upon or so decided-upon adjustment in wages shall become effective on July 1 of the respective year and shall remain binding upon the parties hereto until the expiration of this agreement.

33. If no notice of any change for the future will be served by either party on or before January 2, 1929, the agreement is to continue in force

from year to year until such notice will be served on or before January 2 of any year thereafter.

A few sections of the agreement of Local No. 25 with the Stern Bros. Cap Manufacturing Co., of Lowell, Mass., effective August 21, 1926, to February 1, 1928, follow:

7a. If one day is employed during the month in which the holiday occurs, the employees shall be entitled to compensation for the holiday even if no work is performed during the week in which the aforesaid holidays occur.

8. Overtime shall not be worked without first obtaining the consent of the union through its proper representative, and when overtime is permitted the compensation shall be at the rate of time and a half.

11. It is agreed by both parties that the practice of giving out work to outside shops encourages the establishment and development of the so-called corporation and social shops which are undermining the industry by cutthroat competition by lowering of working conditions and standards and by cheapening the quality of the work, the cumulative effect of which is to reduce the trade to the position of a sweatshop industry. The employer accordingly pledges himself to counteract the foregoing tendencies existing in the trade and agrees to maintain the highest possible standards of working conditions and quality of production. The union, on the other hand, pledges itself to cooperate in the establishment of uniform working conditions and standards throughout the trade by using all legitimate efforts to introduce the same working conditions as prevail in all the other shops of the cloth hat and cap trade in the Boston market.

12. In conformity with the above, the employer agrees to have all work done in his own shop.

13. The employer agrees not to take out any goods to be manufactured into hats or caps from another manufacturer. The phrase "taking out goods" shall also mean the buying of goods from a manufacturer for the purpose of making them into hats and caps and then to resell the finished product to the same manufacturer from whom the goods were received.

19. Newly engaged apprentices, after being employed for four weeks, shall become members of the union, and their wages shall be subject to revision every three months. When the wages of an apprentice reach the average paid to the workers of the respective branch of work, such apprentice is to be considered as a regular worker and be subject to all the provisions of this agreement covering all the regular workers.

20. The union reserves the right not to permit its members to perform work for the employer if he sells or buys goods to or from firms against whom the union has declared a strike, or who sends goods to such firms, its agents, factors, or jobbers during the pendency of such a strike, and the calling of a strike by the union against the party of the first part to enforce the right hereby reserved shall not be construed as a violation of this collective agreement.

21. It is hereby agreed that if the cap makers of Boston will procure 40 hours a week as a working week during the life of this agreement, that the hours named in the agreement will automatically change from 44 to 40.

22. It is hereby agreed that the scale of wages prevailing in the shop of the employer shall be revised at the expiration of six months from the date of the signing of this agreement.

## FUR WORKERS

The International Fur Workers' Union of the United States and Canada consists of fur workers in all branches of the industry—cutters, nailers, finishers, liners, ironers, cleaners, glove makers, cap makers, rug makers, muff-bed workers, garment workers, trimmers, and hatters; also sheepskin workers, tanners and dyers, and featherboa workers. The agreements are generally lengthy and are frequently made for two or three years. Extracts from an agreement, effective August 16, 1926, to June 30, 1929, between the Chicago Fur Manufacturers Association (Inc.) and Local No. 45 follow:

1. It is agreed that in the employment or discharge of workers there shall be no discrimination against union workers, nor against any union worker because of his peaceful and orderly conduct of union propaganda outside of working hours, nor against any employee because of his or her orderly insistence upon the strict observance of the terms of this agreement.

2. It is further agreed that the workers employed in the various crafts shall be members in good standing in said union, and that no worker shall be engaged except upon presentation of a working card, certifying his good standing in said union may be employed for a period of two weeks' trial and the employer shall notify the union of such employment in writing.

3. The union shall at any and all times provide for a shop chairman, whose duty it shall be to collect dues, initiation fees, and assessments of the workers in the shop, providing same is done outside of working hours. Said shop chairman shall be selected in whatever manner the union may desire.

4. It is understood and agreed that the firm has the right to employ any worker that it sees fit for a two weeks' trial, at the expiration of which time they shall join the union. However, it is agreed that no employee shall be discharged after two weeks' trial without good cause, and every unjustified discharge shall be subject to review by the board of arbitration, in the event of application being made within 24 hours after such alleged unjustified discharge. In the event that the board of arbitration shall rule against the employer, the worker shall be reinstated and shall be compensated for time lost.

5. From January 1 to August 15 of each year the working week shall consist of a 40-hour week divided into five days, except during the month of January, where any individual shop desiring to divide the 40 hours shall have the privilege to divide the 40 hours over the 5½ days. From August 15 to December 31 of each year the hours shall consist of 44-hour week.

6. No overtime shall be permitted on Saturday and Sunday, except as provided in paragraph 11 of this agreement.

7. The period in which overtime may be permitted shall be between the first Monday in September and the first Monday in February of the following year.

9. Overtime shall not exceed more than three hours per day the first five working-days of the week. On Saturday not more than four hours between the first week in September and the first week in December.

10. No overtime shall be permitted between December and February if there are any workers out of work.

11. Overtime worked between January and September shall be considered a violation of this agreement.

12. No worker shall be permitted to work regular time in one place and overtime in another place.

13. To comply with the State laws providing the hours of work for women, including overtime, shall not be more than 54 hours per week nor more than 10 hours a day.

14. Overtime shall be paid at the rate of time and a half.

15. No employee shall be permitted to work on any of the following legal holidays and shall be paid for same: Lincoln's Birthday, Washington's Birthday, Decoration Day, Independence Day, Labor Day, Thanksgiving Day, Christmas, and New Year. During the weeks in which the holidays occur, 36 hours shall be deemed a regular working week and any time put in in excess of said 36 hours shall be deemed overtime.

16. Employers shall have the right to arrange for an exchange of legal holidays for the nearest Jewish holidays, providing such changes are now in effect or are made prior to the signing of this agreement.

17. During the week in which a holiday occurs, employees working less than a full week shall be paid for the holiday pro rata for the hours worked. All wages shall be paid in cash on Monday of each week for the week preceding.

20. The employment of six skilled artisans shall entitle the employer to one apprentice all year round.

21. All apprentices shall be registered with the union, and after 30 days' employment shall apply to the union for a temporary union card.

22. The term for apprenticeship shall be as follows: Cutters, 18 months; operators and nailers, 12 months; finishers, 6 months.

24. No piecework shall be permitted. No work shall be sublet or given out by contract other than lining and finishing, and all such subletting or contracting must be with union shops, who shall be registered with the conference committee. The firm further agrees that it will not do any work for any firm whose workers are on strike.

Further, the members of the association shall endeavor to eliminate all outside contracting and subletting on finishing and lining work, particularly during the period commencing February 1 and ending May 31 in each year. This provision, however, shall not be applicable to such contract finishers who are now members of the association.

25. No time contracts with the worker shall be permitted, nor shall any securities, monetary or any other form, be exacted. This shall not apply to superintendents, designers, foremen, or any other employees of the administrative and office staff.

27. The foreman or forelady shall be a practical fur worker, one who shall have general charge and direction of the shop. He or she shall not be required to belong to the union. Shops engaging less than six workers shall not be entitled to a foreman or forelady unless he or she shall belong to the union.

28. The maintaining of proper sanitary conditions and the observance of all laws relating to fire protection and all other labor laws shall be considered an essential part of this agreement.

29. No employee shall be permitted to work for two firms at the same time.

30. No work shall be given to or taken by the employees to be performed in their homes.

31. The business agent of the union shall have access to the factory or workshop of association members for the purpose of collecting dues from members of the union and ascertaining whether the workers are members of the union in good standing. Such access shall be granted only once each month, 15 minutes before the noon hour or closing time.

32. The parties hereto agree that there shall be no strike or lockout during the continuance of this agreement for any reason whatsoever, or because of any matter in controversy or dispute, but that all matters in controversy or dispute shall in the first instance be taken up with the member of the association involved in the dispute and a representative of the union.

33. In the event that the member of the association and the representative of the union shall be unable to adjust the controversy or dispute, the same shall be immediately referred to a board of arbitration, and said board shall meet and adjust the dispute within 48 hours, unless the time is extended by mutual consent.

34. The parties to this agreement hereby establish a board of arbitration, consisting of 11 members, 5 to represent the association and 5 to represent the union, and an impartial chairman, mutually acceptable to both sides, who shall have the power to vote in case of a tie.

35. The board of arbitration shall have the power to recommend the disciplining of the offending party for violation of the terms of this agreement after due trial and to enforce such recommendations.

38. The decision of the board of arbitration shall be absolutely binding on both the association and the union.

The following extracts are taken from the agreement effective September 7, 1926, to and including the first Monday in September, 1928, made between the Boston Fur Merchants' Corporate Association and Local No. 30, the omitted parts being very similar to those printed in the above:

2. During the continuance of this agreement the following shall be the regular hours of work: On Monday, Tuesday, Wednesday, Thursday, and Friday from 8 a. m. to 12 noon, and from 1 p. m. to 5 p. m.

9. Overtime work not exceeding three hours a day shall be permitted only between the second Monday of September and the second Monday of December on the first five working-days of the week immediately after the regular working hours and four hours on Saturday.

A refusal to work overtime shall be no cause for discharge, provided, however, that a worker does not work for any other firm or for himself.

10. All workers shall be paid for the following legal holidays, on which holidays no work is to be permitted, to wit: New Year's Day, Washington's Birthday, April 19, Decoration Day, June 17, Independence Day, Columbus Day, Labor Day, Thanksgiving Day, and Christmas Day. Workers may be permitted to work on Columbus Day and Thanksgiving Day provided they are paid at the rate of one and one-half the usual rates in addition to the regular compensation.

15. No ins.de contracting or outside contracting shall be permitted.

18. No work shall be given or taken by employees to be done outside of the factory.

20. No apprentice shall be permitted during the life of this agreement.

24. There shall be no strike or lockout for any reason whatsoever, but that all complaints of either party be taken up by the firm and a representative of the union for investigation and adjustment. Complaints shall be adjusted within 48 hours unless extended by mutual consent. In the event both parties fail to adjust the complaint, then it shall be referred to the conference committee. The decision of the conference committee shall be binding on both parties to the agreement. The failure of either party to comply with or carry out a decision of the conference committee shall be considered a breach and repudiation of the agreement, and the offending party in such event shall be considered outside of the arrangements of this agreement.

25. Where a member of the firm is working at the bench or managing the shop, no foreman shall be permitted in that shop, and where there is a foreman employed no member of the firm shall be permitted to work at the bench or manage the shop.

26. A conference committee of both parties to the agreement is established, to consist of five representatives of each side. One of them shall act as permanent secretary. The conference committee shall devote its time to the settlement and the rendering of decisions in cases where the union and the individual member of the association fail to adjust a complaint or dispute, and to problems affecting the industry at large. Cases brought before the conference committee through its secretary shall be adjudicated within 48 hours unless time is extended by mutual consent. Its decisions shall be binding on all parties to the agreement. Should the conference committee fail to agree, it shall then call in an outside person agreeable to both parties, who shall act as umpire and whose decision shall be final and binding on all parties to the agreement.

#### GLOVE WORKERS

The International Glove Workers' Union of America includes workers engaged in making gloves or mittens of cloth or leather. A national agreement known as the union-label agreement is made, which is observed by all locals. Many locals make in addition a supplementary agreement accompanied by a schedule of prices, as the work is entirely piecework.

Extracts from a form agreement in very general use among the unions were printed in Bulletin No. 419 (pp. 70, 71).

#### LADIES' GARMENT WORKERS

The International Ladies' Garment Workers' Union includes workers engaged in the manufacture of ladies' garments of all classes. The local unions are found mainly in large cities and are generally composed of workers engaged in one branch of work, as buttonhole makers, embroidery workers, cutters, finishers, pressers, examiners, fitters, or designers on cloaks, suits, waists, skirts, dresses, children's clothing, underclothing, or raincoats. Frequently some of the locals in a city are grouped into joint boards which make agreements with manufacturers' associations where such exist. Several long agreements with various organizations early in the year 1926, each agreement ending February 18, 1928, were made by the joint board, Cloak, Skirt, and Dress Makers' Union, comprising Ladies' Garment Workers Locals Nos. 12, 39, 46, 56, 73, and 80 of Boston. Much of the agreement made February 18, 1926, with the New England Women's Wear Manufacturers' Association follows:

Whereas the parties hereto desire to establish a standard of conditions under which the employees shall work for the employer during the term of this

agreement, and desire to regulate the mutual relations between the parties hereto, with a view of securing harmonious cooperation between them and averting disputes, the said parties hereto hereby agree to and with each other as follows:

2. The employer agrees to employ none but members in good standing of the union in the cutting, grading, pattern making, sample making, operating, pressing, finishing, draping, cleaning, examining, and all other work that may be required in the process of making waists and dresses.

3. The employer agrees that no member of the firm, foreman, or designer will do any work in any of the branches above enumerated.

4. The employer agrees that whenever he will require additional help he will call upon the union to furnish such help, and the union agrees to furnish the employer to the best of its ability, out of its membership, such workers as he may require. The employer further agrees not to engage any new workers except such as will present union working cards directing them to such employer's place of business.

5. There shall be at all times in the shop of the employer a shop chairman, elected by the employees at a regular shop meeting called by the union in the presence of a union representative. The shop chairman is to act as a representative of the employees in their dealings with the employer.

6. A duly authorized officer or representative of the union shall have access to the factory of the employer at all hours for the purpose of investigating the conditions of the shop with reference to sanitation, fire prevention, and general safety and for the purpose of ascertaining whether the provisions of this agreement are fully complied with. He shall also have access to the employer's books for the purpose of ascertaining the correct earnings of the workers employed in the employer's shop and for the purpose of learning the names of the manufacturers and jobbers for whom the employer is doing work or the names of the manufacturers and contractors to whom the employer is sending work and style numbers, lots, and sizes of such work.

7. The employer is not to enter into any individual contract with any employee relative to his labor for the employer, and no cash, deposit, or other security shall be accepted from any employee by the employer. The union hereby agrees not to make any agreement with any individual manufacturer different from the terms stipulated herein.

9. There shall be no change of system of work in any department or a reduction of the working force in the shop of the employer without the consent of both parties to this agreement.

10. If the employer will suspend work during any part of the slow season, upon resumption of work he shall give employment to the workers who have been laid off at the end of the preceding season before engaging any new help. In the resumption of the work after a suspension, if there should be one, the shop chairman and the price committee shall be the first to be reemployed.

11. The trial period shall consist of two weeks in which to judge the competency of the worker to do the work; during the first week the employer may discharge the worker at any time, but should the employer retain the worker for any part of the second week, the employee must be paid for in full for such second week. After the two-week trial period the employee shall be considered competent and shall not be discharged unless the employer notifies the union in writing with a statement of the reason for such discharge, and the union upon investigation finds the alleged causes or reasons sufficient to justify such discharge.

12. The employer is not to charge members of the union for any damage to material, unless the damage be willfully and wrongfully caused.

13. The employer is to furnish all tools incident to the work of the members of the union without any charge to them.

14. During slack period the work in every department of the shop should be divided as equally as possible among all the workers of that department.

16. The employer agrees to observe Labor Day with pay to all workers, week workers as well as piece workers, men as well as women. It should be understood that no work is to be done on this holiday.

Week workers to be paid for this day at the rate of their regular weekly earnings; pieceworkers at the rate of their respective minimum wage scales. All workers in the employ of the firm are to receive pay for Labor Day, regardless of whether there is work or not in the shop of the employer during Labor Day week.



17. The following legal holidays shall be observed in the factories of the members by the association without pay: New Year's Day, Decoration Day, Independence Day, Columbus Day, Thanksgiving Day, and Christmas Day.

Refraining from work on May 1 shall not be a breach of this contract.

18. A week's work shall consist of 42 hours divided into 5 working-days; the first 4 days of the week work shall begin at 8 a. m. and continue until 5.30 p. m., with one hour for lunch; on the fifth day the hours shall be from 8 a. m. until 5 p. m., with one hour for lunch. Working on Saturday or Sunday shall be considered a violation of this agreement.

19a. The system of work in the pressing department shall be optional and decided by mutual agreement between the employer and the worker as to whether it shall be on a week-work basis or a piecework basis.

21. There shall be in the shop of the employer a price committee elected by the employees of the shop, at a regular meeting called by the union, and all piece prices shall be settled by the employer and this elected price committee in the presence of the shop chairman. The price on each garment shall be based on the productive ability of an average worker, price to be based on the set hourly rate. In cases of disagreement the price committee and the employer shall jointly agree to testers selected among the workers of the shop. In selecting testers the following rules shall be observed: The slowest and the fastest workers of that department to be eliminated; those of average skill and speed shall be selected. The time consumed by such selected worker shall be computed on the hourly rate set; the time consumed on the garment disputed shall be made under the same conditions as stock garments are being made. The workers shall not be required to work on garments before an adjustment of price has been effected. If upon investigation it should be established that after the adjustment of prices the workers do not earn the scale set for them, the prices shall be resettled and the workers to be paid back pay in accordance with the new price set.

24. No overtime work shall be permitted so long as there are vacant accommodations in the shop for additional workers and such additional workers can be secured. No more than one hour overtime per day shall be permitted in any event.

25. All week workers, men as well as women, shall be paid for overtime at the rate of time-and-a-half pay. All pieceworkers, men as well as women, shall be paid overtime double pay on the basis of the base rate fixed in this agreement.

26. No contracting or subcontracting work within the shop shall be permitted. No work shall be given to the employees to be made at home. No pieceworker shall be permitted to employ any helper.

27. None of the merchandise manufactured by the employer shall be made for him in any shop of any other employer except by consent of the union.

28. The employer agrees that none of the merchandise manufactured in the shop shall be directly or indirectly through any channel manufactured for or sold to any manufacturer or jobber who is not under contract with the union to observe and maintain the union standards. Employers who are manufacturing garments for the manufacturers or jobbers shall register with the union the names and addresses of the firms they work for or sell garments to.

29. The employer agrees not to do any work for or to sell any goods or merchandise to, nor have any work done by, or purchase from firms or their principals, agents, factors, or jobbers during the pendency of a strike declared by the union against such firm.

30. Disputes arising between the members of the union and the employer shall at the first instance be taken up between the shop chairman and the employer. In case of failure to agree, the matter shall be taken up between the representative of the union and the employer or representative of the association. In case of their failure to reach an agreement, the dispute shall be referred to arbitration not later than within 48 hours after such disagreement between the union and the representative of the association.

31. There shall be no strikes or lockouts during the life of this agreement.

32. It is further agreed between the parties that immediately after the signing of this contract the parties hereto shall proceed to form a joint board of sanitary control for the purpose of working out a code of sanitation and enforcing the same; the said joint board of sanitary control shall consist of an equal number of representatives of the union, the association, and the

public. The public representatives shall be mutually agreed upon by the parties hereto.

32A. The association further agrees that its members will attach to all garments produced by them the "Prosanis" label, indicating that the said garments are produced under sanitary conditions.

32B. The said label hereinbefore referred to shall be supplied to the employer at cost by the joint board of sanitary control.

33. All disputes that can not be adjusted between the parties during the life of this agreement shall be referred to arbitration within 48 hours from the time the parties themselves are unable to adjust the controversy. The arbitrator shall be selected jointly by the union and the employer. The expense of this arbitration proceedings shall be borne equally by the union and the employer. For violation of this agreement the arbitrator may adopt any disciplinary measures he may deem proper. The decision of the arbitrator shall be final and binding for both parties.

34. The association further agrees that it will not take in any new members against whom the union has a dispute until such dispute has been adjusted. Notice containing the name and address of any new members joining the association shall be sent to the union seven days before their final acceptance into the association, during which time the union shall notify the association of any existing dispute between said member and the union; if at the end of seven days the union registers no complaint against the member, he may be accepted. Such new member shall be bound by the terms of this agreement with the association.

34A. The association further agrees that in case the union declares a general cessation of work in the industry in Boston during the present season that they will not consider it a breach of this contract on condition that the union will send back the workers of the members of this association on the fourth successive workday after such stoppage.

34B. The association agrees in principle that the introduction of an unemployment insurance fund is desirable, and the association agrees to participate in a conference to be called by the union for the purpose of considering the introduction of such unemployment insurance fund in the Boston market.

35. This agreement shall become effective on the day hereinbefore written and shall remain in force and binding upon the parties hereto until February 15, 1928, and thereafter from year to year unless previously terminated by either party, upon a written notice of 10 days prior to the 15th day of February, 1928, to that effect given to the other party.

A similar agreement was made with the Massachusetts Dress Manufacturers Association, March 6, 1926. Another made on the same day with the Wholesale Garment Association of Boston, composed of jobbers who employ manufacturers or contractors to produce garments for them, contains some matters not found in the preceding, as follows:

2. The association agrees that all its members who produce all or part of their garments on their own premises will maintain union shops; that all its members who have garments produced by manufacturers or contractors will deal only with such manufacturers or contractors who conduct union shops; and that all of its members who purchase garments from manufacturers or contractors in New England will deal only with such manufacturers or contractors as conduct union shops.

a. The term "manufacturer" or "contractor" within the meaning of this agreement comprises all types of employers producing garments on their own premises in New England, including manufacturers who produce garments from their own material, manufacturers who cut and make garments from goods delivered or sold to them by merchants or jobbers, and contractors who make up garments from merchandise delivered to them in cut form.

b. A "union shop" within the meaning of this agreement is one that employs at least six machine operators or such other number agreed upon between the union and the contractors, and a corresponding number of employees in other branches of the work, and is operated under contract with the union with respect to establishments conducted directly by members of the association.

c. A union shop is one that employs none but members in good standing in the union to perform all operations in connection with the production of the

garments, and observes the union standards hereinafter enumerated, and complies with other requirements above set forth.

3. The union agrees to immediately submit to the association a list of all manufacturers in Boston who are operating under contracts with it, and shall at least once in every two weeks notify the association of all changes in and additions to the list.

4. The association agrees to immediately furnish the union with a full list of the manufacturers and contractors in New England with whom its members deal, together with the names and addresses, and shall at least once in every two weeks notify the union of all changes in and additions to the list.

5. No member of the association shall employ or continue employing any manufacturer or contractor in New England whose name is not included in the latest corrected list of union shops furnished by the union, and shall not order or purchase goods, or otherwise deal or continue dealing with such manufacturer or contractor.

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

7. The union agrees to furnish to the association the names of manufacturers or contractors in New England with whom it has contractual relations within 24 hours after request therefor is made by any member of the association.

8. Whenever the union shall notify the association that a member of the association gives work to a manufacturer or contractor in New England who has no contractual relations with the union, the association shall immediately direct said member to withdraw his work from said manufacturer or contractor, whether such work be in process of operation or otherwise, until the said manufacturer or contractor enters into contractual relations with the union.

9. Should a member of the association be found giving work or dealing with a manufacturer or contractor in New England, except as indicated above, the association shall impose a fine for the first offense upon the said member, under the authority contained in its by-laws and its agreement with its members. The amount of such fine shall be determined by the impartial chairman, and it shall be sufficiently high to affect the advantage gained by the member for the transaction, together with an appropriate penalty. The second offense shall mean expulsion from the association. The proceeds of the funds collected shall be furnished to the joint board of sanitary control of New England, hereinafter to be chosen by the association and the union.

10. Upon complaint filed by the union, the privilege will be accorded a representative of the union to accompany a representative of the association to examine the books and records of the member against whom a complaint has been filed, for the purpose only of determining whether such member is giving work to nonunion shops in New England. Such examination shall be undertaken within 48 hours from receipt of request.

13. Should there be a stoppage of work or shop strike in the factory of any manufacturer or contractor dealing with the members of the Wholesale Garment Association of Boston, immediate notice thereof will be given by the association to the union; and the union agrees to return the striking workers to their work within 24 hours after the receipt by the union of such notice.

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

Another agreement, made March 1, 1926, was with the Hub Dress Manufacturing Co., and provided for a preferential union shop. Provisions peculiar to it follow:

1. The union above named hereby agrees that their members employed by the employer will work for the employer upon the terms and conditions set forth in this agreement.

2. The employer shall maintain a preferential union shop. A preferential shop is hereby defined to be a shop in which members of the union in good standing shall be preferred in the hiring and retention of help. The employer agrees that he will not discriminate in any manner against his workers for union membership or activity. A union worker within the meaning of this provision shall be a worker who proves his union membership to the satisfaction of the employer or his representative and the shop chairman.

7. If the employer will suspend work during any part of the slow season, upon resumption of work he shall give preference to the union workers who have been laid off at the end of the preceding season before engaging any new help. On the resumption of the work after a suspension, if there should be one, the shop chairman and the price committee shall be the first to be reemployed within their respective departments.

10. During slack periods the work in every department of the shop shall be divided as equally as possible among all the union workers of that department.

16. A weeks' work shall consist of 42 hours, divided in six working-days, as follows: On the first five days of the working week, 8.20 a. m. to 12; 1 p. m. to 5 p. m.; on Saturday, 8.20 a. m. to 12. No work shall be permitted between Saturday noon and Monday 8.20 a. m.

By mutual consent week may be changed from six-day to a five-day working week.

Sections from the 1926 joint agreement of the Waterproof Garment Workers Local No. 20, Cutters Local No. 10, Pressers Local No. 35, and Buttonhole Makers Local No. 64 of New York follow:

First. The firm will employ none but members in good standing of the union to perform all work required in the making of waterproof garments and cravenetted merchandise, and will hereafter engage all such workers through the medium of the union. It is understood that the term "a member in good standing" means one who carries a union membership card in any of the above-named locals of the International Ladies' Garment Workers' Union and who is in arrears not more than four weeks of dues and assessments, and who has not for any cause been suspended.

Second. The union agrees to furnish the employer with workers available from among its membership; but should it be unable to furnish a sufficient number of such workers the employer may engage workers outside of the ranks of the union, upon the express agreement, however, that such workers shall join the union within one week after their employment.

The union obligates itself in good faith for all its members that they will perform their work conscientiously, faithfully, and efficiently, and will in all respects comply with the terms of this agreement.

Third. A week's work shall consist of 40 hours, as follows: During the first five days of the week, from 8 a. m. till 12 and from 1 p. m. till 5 p. m.

Fourth. It is agreed and understood that no work of any character shall be done under any circumstances on Saturdays or Sundays.

Seventh. Overtime shall be paid for at the rate of time and a half.

Eighth. No overtime shall be permitted unless the union is unable to furnish sufficient help to the employer to do all work required by him during the regular hours of work.

When overtime is permitted, such overtime shall not exceed eight hours a week, nor two hours in any day, and shall be limited to the first four working-days in the week. Additional overtime shall not be permitted except in cases of emergency and then only with the consent of the union.

Ninth. (a) Members of the union who work by the week shall not be required to work on the following legal holidays, and shall be paid for them, irrespective whether the shop is working or not: Labor Day, Columbus Day, half day election, Thanksgiving Day.

(b) The following legal holidays shall be observed without pay: Washington's Birthday, May 1, and Fourth of July.

(c) No worker shall be entitled to be paid for any of the above legal holidays unless he has been in the employ of the employer at least for a period of two weeks prior to such holiday.

(d) Cutters, however, are to be paid for 10 legal holidays.

(e) Should a legal holiday fall on Saturday, workers who observe Saturday as their Sabbath shall be allowed to celebrate the Sunday following and be paid for same.

Twelfth. (a) The employer agrees not to reduce the number of workers (now employed by him) during the life of this agreement.

(b) The employer agrees not to disband his factory so as to give up manufacturing under his own supervision and send his work to outside contractors during the period of this contract.

Thirteenth. No charge shall be made for any damage to merchandise caused by a member of the union unless such damage has been willfully done.

Fourteenth. The employer agrees that there shall be no subcontracting in his shop.

Sixteenth. (a) The employer agrees to register with the union all the names and addresses of all persons or concerns from whom he is or hereafter will be receiving work, cut or uncut, or to whom he is or hereafter will be sending such work. He further agrees not to send any work to nor receive any work from any person or concern prior to having this person or concern's name registered with the union.

Manufacturers working for jobbers shall register with the union all the names and addresses of such jobbers, and no work shall be done by the employer for any jobber unless such jobber is under contract with the union. It is hereby understood that a contractor within the meaning of this agreement is one who receives cut goods for the purpose of manufacture and that a sub-manufacturer is one who receives uncut goods for the purpose of manufacture.

(b) The employer further agrees not to engage any new contractors during the life of this agreement unless the consent of the union in writing is obtained prior thereto; the contractor agrees not to work during the life of this agreement of [for] any new concerns (except those by which he was properly registered) unless the consent of the union in writing is obtained by him prior thereto.

(c) It is further agreed that prices for work once settled between the jobber and contractor or submanufacturer shall not be changed during the life of this agreement.

(d) It is further agreed that during the slow season all work shall be divided as equally as possible between the inside shop and the duly registered outside shops working for the employer, and within each shop such work shall be divided as equally as possible among all the workers in the shop with respect to time. No work shall be withdrawn from any contractor, nor shall one contractor be substituted by another during the term of this agreement, without the consent of the union.

(e) No work shall be given by the employer to a contractor, nor shall any ready-made goods be purchased by the employer from another manufacturer unless the name and place of business of such contractor or manufacturer has been registered with the union and the union has certified in writing to the employer that such contractor or manufacturer maintains proper working standards and sanitary conditions. Whenever the union will inform the employer that any submanufacturer or contractor does not maintain union standards as specified in this agreement, the employer shall cease giving work to or buying goods from such contractor or manufacturer.

(f) The employer agrees not to do any work for persons or firms, nor shall he buy from or sell to persons or firms against whom the union has declared a strike, nor shall he send any goods to any contractors or agents of such persons or firms during the pendency of such strike.

Seventeenth. The employer hereby assumes joint liability with his contractors and submanufacturers for the wages of the workers employed by them, and for the maintenance of the standards hereby established, and he hereby waives any notice of nonpayment.

Eighteenth. (a) There shall be at all times in the shop of the employer a shop chairman elected by the employees at a regular shop meeting called by the union. He shall act as the representative of the employees in the dealings with the employer.

(b) The employer agrees that he will permit a representative of the union to have access to and visit his shop for the purpose of making investigations with reference to the sanitary conditions therein and also in order to ascertain whether the provisions herein contained are complied with, and for that purpose also to have access to and examine the books of the employer.

Nineteenth. A contractor must employ not less than 10 operators or 10 cementers.

Twentieth. (a) As security for the faithful performance of this agreement on his part, the employer hereby deposits the sum of — dollars with the

union, it being agreed that in the event of any violation of this agreement by the employer the union may retain the entire amount so deposited as liquidated damages and not as penalty, it being impossible to ascertain the exact damages that the union will suffer in the event of such breach. This provision for liquidated damages is intended to cover only the damages of the union as such, and is not to be construed as barring any individual employee of the employer from enforcing any legal remedy he may have by reason of a breach of this agreement. A violation by the employer of any provision herein shall be deemed a wrongful discharge of his employees.

### MEN'S CLOTHING WORKERS

The Amalgamated Clothing Workers of America make agreements as local unions or as joint boards with individual employers or associations of manufacturers. The agreements vary in length and contents. Nearly all call for a union shop, a 44-hour week, and an overtime rate of time and a half. The Boston Joint Board makes short agreements. That with the manufacturers reads as follows:

(1) Forty-four hours shall constitute a week's work. The working hours shall be from 8 a. m. to 12 noon and from 1 p. m. to 5 p. m. on Monday, Tuesday, Wednesday, Thursday, and Friday, and from 8 a. m. to 12 noon on Saturday.

(2) The employer agrees to employ none but members of the union. When workers are needed application shall be made to the union stating the number and kind of workers needed. The union shall send workers as required, giving them "working cards," which the new engaged workers shall present to the shop chairman before beginning to work. If the union, for whatever reason, fails to supply the employer with workers as required within 48 hours after application was received in the union office, the employer shall be privileged to secure such workers who, if not members of the union, shall become members not later than one week after beginning to work.

(3) Two weeks shall be considered as a probationary period. Additional workers, after having worked for the employer two weeks, shall be considered as part of the regular working force unless such new worker or workers are employed temporarily, in which case it shall so be specified in the application, and temporary working card is issued by the union.

(4) Equal division of work is agreed to. Whenever there is not enough work, all workers in the sections shall be given equal opportunity for a share of whatever amount of work there may be to be made.

(5) The employer agrees to maintain the scales of wages and rates of pay as they prevail in the clothing industry in Boston.

(6) The employer shall register with the union all shops doing work for the employer. The employer shall not give work to any contractor other than such who are registered as shops doing work for the employer unless a good reason is given to the union, and only after the consent of the union shall be obtained.

(7) The "check-up" system shall be put into effect immediately. The employer shall furnish to the union weekly statements of records showing the number and kind of garments cut, so that comparison [can] be made with the records of the number and kind of garments shipped to the coat, pants, and vest shops (inside or contractors' shops), thereby making it possible for the union to be sure that all work made by the employer shall be made in union shops and such that are registered as the shops where work of the employer is to be made.

(8) Matters in dispute which can not be adjusted between the employer and the shop chairman shall be taken up for adjustment by the union representatives and the employer. In case of failure to reach an amicable settlement of the dispute, the matter shall be referred to a board of arbitration, whose decision shall be final and binding on all parties.

This agreement shall go into effect immediately and remain in force for one year and shall renew itself from year to year unless notice of renewal or abrogation shall be given by one party to the other 30 days before each anniversary date.

The agreement with the contractors reads the same except for variations in two sections as follows:

(6) The employer shall register with the union each firm for whom he is doing work. The employer shall not take work from any firm other than such who are registered as the firms for whom work is being made in his shop, unless consent of the union shall be obtained first.

(7) The check-up system shall be put into effect immediately. The employer shall furnish to the union weekly reports of the number of garments received from each firm.

### TAILORS

The Journeymen Tailors' Union of America comprises tailors, cleaners, dyers, pressers, and bushelmen working in the clothing industry. Their agreements are generally short. Extracts from the agreement of Local No. 29 with employers in Grand Rapids, Mich., September 1, 1926, follow:

ARTICLE II. Eight hours shall constitute a day's work and 48 hours shall constitute a week's work.

ART. III. All overtime shall be paid at the rate of time and one-half.

ART. IV. When on special occasion it becomes necessary to work on any of the holidays mentioned in this agreement double time shall be paid, but under no circumstances shall the employees work on Labor Day.

ART. VI. None but members in good standing of Local 29, Journeymen Tailors' Union of America, to be employed. The firm shall have the right to employ nonunion help, but all such help must become members of the union after one week's trial.

ART. VIII. The firm agrees not to discriminate against any person in their employ for their union activities.

ART. XI. All workers who are employed in the busy season shall be employed also in the slack season, and all work is to be equally divided.

ART. XV. If any controversy or dispute arises which the firm can not adjust with the shop chairman it shall be immediately taken up by a representative of the firm and a representative or a committee of the union for investigation and adjustment. In the event that they shall not be able to adjust the controversy or dispute, the same shall be submitted to an arbitrator, chosen by mutual agreement. A dispute submitted to the arbitrator shall be adjusted within 48 hours, unless an extension of time is granted by mutual consent.

ART. XVI. This agreement is for a period of time beginning with September 1, 1926, and ending March 1, 1927, yet it shall remain in force continually thereafter unless either party hereto gives a written notice to the other one week prior to any subsequent March 1 or September 1, stating changes desired.

### COOPERS

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

Coopers' agreements are generally short and call for a closed shop, a weekly pay day, time-and-a-half overtime with double time on Sundays and holidays, and work to bear the union stamp. The following extracts are from the agreement of Local No. 30, Milwaukee, Wis., June 1, 1926:

ARTICLE 1. All coopers employed must be in possession of a working card issued by the union. All coopers' machines must be operated by members of coopers' union in good standing. If union coopers can not be had, nonunion coopers may be employed, who must, upon application, be taken into the union.

Foremen are exempt from belonging to the union unless they work at coopers' trade.

ART. 2. New Year's Day, Washington's Birthday, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day shall be considered legal holidays. Saturday afternoon shall be a half holiday.

ART. 3. Eight hours, interrupted by one hour for dinner, constitutes a day's labor and five and a half days constitute a week. The regular hours of work shall be from 8 a. m. to 12 noon and from 1 p. m. to 5 p. m., and Saturdays to 12 m.

Work done on legal holidays above mentioned, work done on Sundays, and overtime shall be paid at the rate of time and one-half. When two shifts are working overtime the same shall be divided equally between both shifts.

ART. 4. One apprentice may be employed for every 15 coopers employed in machine shops and for every 10 coopers employed in other shops. \* \* \* No employee shall work as apprentice for more than three consecutive years, during which time such apprentice shall be employed at both hand and machine work, in equal ratio to the number of coopers employed in each of the two departments. Apprentice shall furnish his own tools. When coopers are laid off apprentices must be laid off in proportion.

ART. 6. Men shall not be discharged for sickness, nor shall they be discharged nor discriminated against because of service rendered by them for their organization.

ART. 7. Men shall not be discharged on account of slack work; they shall then be laid off in rotation for not longer than one week nor less than one day, but when necessary, because of extreme weather conditions, breakdown, or car shortage, employers may lay off not less than four hours.

ART. 8. All circled heading must be made by members of the Coopers' International Union in good standing, subject to all other provisions of this contract.

ART. 9. In addition to coopers, trimmers, and machine operators, the employer shall have the right to employ such laborers as may be needed to carry on his business, and it is agreed that the following work, viz, wheeling and hauling staves, heads, or hoops into and out of shops, wheeling or rolling, storing or loading finished or unfinished cooperage may be performed by ordinary labor.

ART. 10. All cooperage purchased by the brewing companies or firms shall bear the official stamp of Coopers' International Union of North America, provided the same shall be delivered to brewer in 24 hours after notice is given business agent of coopers.

ART. 11. The authorized representative of the union shall have access to all departments where coopers are employed, upon permit to be granted by the superintendent in charge.

ART. 12. The official stamp shall be placed on all cooperage manufactured by union labor under this contract. No stamp shall be allowed in a shop unless at least one journeyman cooper is employed.

ART. 13. No man will be employed to make or patch casks, vats, or fermenting tubs who is not a member of the Coopers' International Union and in good standing.

ART. 14. An attempt shall be made to first settle all differences or misunderstandings which may arise, with the proper superintendent of the brewery. If not settled satisfactorily the same shall then be taken up with the labor committee of the —, and by a committee representing Local Union No. 30 of Coopers' International Union, and if an adjustment satisfactory to both parties is not arrived at in this way, within one week after the same has been taken up with said committee, then same shall be decided by a board of arbitration, constituted in following manner: Two shall be selected by the — and two by said Local Union No. 30, within 48 hours, and in case these can not agree, the members of the board shall elect a fifth member and a majority decision shall then be binding on both parties. Men shall not leave the work before or during pendency of arbitration.

ART. 17. If any member of the union shall, in violation of this contract or before conciliation or arbitration, or while same is pending, walk out or cease to work, the employer may decline to reemploy him.

ART. 18. This contract shall continue in force from year to year after its expiration unless at least 30 days before said date, or at least 30 days before the end of any subsequent year, either party thereto to give to the other party written notice to the contrary, specifying all desired changes.

Approved by the general executive board of the Coopers' International Union of North America this — day of —, 1926.



**FIREMEN AND OILERS**

The International Brotherhood of Firemen and Oilers comprises oilers, water tenders, boiler washers, ash handlers, coal passers, and boiler, retort, and stoker firemen and helpers. Their agreements are generally made with individual employers. The agreement of Local No. 63, of Washington, D. C., July 1, 1926, is comparatively complete. Sections thereof follow:

**SECTION 1.** Recognition of the International Brotherhood of Firemen, Water Tenders, Oilers, and Helpers, Local No. 63, and it is further agreed that all firemen, stoker firemen, boiler cleaners, oilers, coal passers, helpers, condenser cleaners must be members in good standing when employed in Local No. 63.

**SEC. 2.** Eight consecutive hours shall constitute a day's or night's work and 48 hours shall constitute a week's work, except weeks where the following holidays come in: Washington's Birthday, Decoration Day, the Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, and New Year's Day.

**SEC. 4.** Overtime shall be paid at the rate of time and half time at the above-mentioned scale of wages when the employer works the employee more than the 8 consecutive hours in any 24 or more than 6 days in any calendar week and for the above-mentioned holidays.

**SEC. 5.** When two or more members of the same rating are employed they shall alternate their watches every two weeks. Members of this union who are officers or appointed on committees shall be allowed to change watches with partners at any time so they can attend to their duties, and all watches shall be regulated as follows: From 12 midnight to 8 a. m.; from 8 a. m. to 4 p. m.; and from 4 p. m. to 12 midnight.

**SEC. 6.** The duties of a fireman shall be the generation of steam, and he shall not be required to fire more than 600 horsepower by hand in boiler capacity, and not more than 800 horsepower in boiler capacity where stokers are used, and not more than 1,500 horsepower where oil is used to take the place of coal; in either case where the horsepower increases he shall be given a helper and the fireman shall not be required to do any other work.

**SEC. 6A.** The duties of the oiler shall be the oiling and wiping of machinery in operation in the engine room, but he shall not be allowed or requested to leave the engine room to do any other work.

**SEC. 7.** Coal passers, helpers, condenser cleaners shall not be employed as or promoted to firemen, stoker firemen, water tenders, or boiler cleaners by the party of the second part until they have passed the required examination before the examining committee of this union, and have been granted a card to do so, except in case of unforeseen emergency, and then not for a longer period than 24 hours.

**SEC. 8.** In case of prolonged sickness of any member of the parties of the first part, they shall be entitled to employment in their former capacity when able to perform their respective duties, provided they report within three months.

**SEC. 10.** Any dispute arising under this agreement that can not be amicably settled otherwise shall be submitted to any arbitration committee, consisting of two members of the parties of the first part and two appointed by the party of the second part; if these four can not otherwise agree, they shall select the fifth member, whose decision shall be final and binding on all parties concerned, and said board shall convene within six days after dispute and make a decision within the following six days, and if any member being suspended for any cause whatsoever and the action of the board being favorable to this local, said member shall receive pay for said time lost.

**SEC. 11.** International Brotherhood of Firemen, Water Tenders, Oilers, and Helpers, Local No. 63, parties of the first part, will not work with nonunion men after 48 hours have elapsed to settle any difficulty or rectify the conditions which may have caused the employment of nonunion men.

**SEC. 12.** This agreement is to remain in operation for one year from its date, 30 days' notice to be given of termination of this agreement before end of present term by either party. If notice is not given within the specified time, this agreement is to remain in force one year longer.

## GLASS WORKERS

### GLASS-BOTTLE BLOWERS

The Glass Bottle Blowers' Association of the United States and Canada is composed of all workers in and around glass-bottle factories. Agreements are made annually by the national organization with the employers in the glass-bottle industry. Agreements are made for the four departments—machine, stopper grinding, covered pot furnaces, and tank furnaces—and the wage scale and working rules of each are prepared and issued separately. Generally, the work is by the piece, a rate being set for each kind or part of a bottle blown. The general rules of all groups are similar. The agreements made in 1925 were continued without change for 1926–27. Extracts from the agreement and working rules made with the American Bottle Co. to apply to operators of Owens automatic bottle machines at Newark, Ohio, and Streator, Ill., September 1, 1925, were printed in Bulletin No. 419 (p. 81).

### WINDOW-GLASS CUTTERS

The Window Glass Cutters League of America has agreements with several manufacturers of glass. These are comparatively short and similar to one another. The following extracts are taken from the agreement with manufacturers using the Fourcault process:

SECTION 4. Cutters shall be paid weekly. Glass cut one week shall be paid for on the following Saturday.

SEC. 5. Cutters shall be paid for all glass handled.

SEC. 6. Cutters shall have their glass cut up not later than three working-days after the period in which it is made, and no glass shall be taken from cutters who can finish their period within that time.

SEC. 7. Company shall deduct from the earnings of all cutters and their apprentices working under this scale all dues, fines, and assessments that may be imposed by the officials of the Window Glass Cutters League of America; same to be forwarded to the secretary of the league at headquarters each week.

SEC. 9. Company to furnish oil, chalk, and drinking water and to see that the rooms are properly heated.

SEC. 12. Cutters shall have full control over the apprentice system. Each plant will be allowed 10 per cent of the number of cutters employed. In case of emergency in any plant, a sufficient amount shall be allowed to properly take care of production. Apprentices in their first year shall not be permitted to cut sheets. Company agrees to give all apprentices employment at other work when sufficient number of cutters are available to take care of production.

SEC. 13. All boss cutters and inspectors must be practical cutters.

### WINDOW-GLASS CUTTERS AND FLATTENERS

The Window Glass Cutters' and Flatteners' Protective Association of America<sup>1</sup> is composed of cutters and flatteners employed in the machine window-glass factories of the American Window Glass Co. The agreement is made between the union and the employer. Extracts from the agreement in effect September 25, 1926, follow:

10. Boss cutters and boss flatteners shall not be members of this association.

11. Flatteners shall not be compelled to rub flattening stones.

12. Cutters shall not carry out glass.

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<sup>1</sup> Extracts from another organization with a similar name, Window Glass Cutters and Flatteners' Association of America (Inc.), were printed in Bulletin No. 419 (p. 82).

13. No cutter or flattener shall be allowed to work Thanksgiving, Christmas, Decoration Day, Fourth of July, or Labor Day, and no cutter or flattener shall work on Sunday unless deemed absolutely necessary by the foreman of the department and chief preceptor.

In the observance of Thanksgiving, November 25, 1926, the flattener shall work until 8 a. m. on the 25th and resume at 8 a. m. on the 26th.

In the observance of the Christmas holiday, the flattener shall work an extra turn on the previous Saturday, and all flatteners shall cease work at 4 o'clock Friday, December 24, and resume at the usual time on Sunday evening, December 26, 1926.

In the observance of Decoration Day, the flattener shall work up until 8 a. m. Sunday, May 29, and resume at 8 a. m., Tuesday, May 31, 1927.

In the observance of Fourth of July and Labor Day, the same arrangements will be followed as specified for Decoration Day, as both holidays fall on Monday.

14. Manufacturers to furnish oil, chalk, soap, ice, and drinking water, and to keep cutting rooms properly heated.

15. In case of discharge or men quitting, no notice shall be required, and no preceptor shall be discharged except it be for willful neglect of duty or incompetence. In case a preceptor shall be discharged notice of same to be given through the president. In case of men quitting or being discharged, he shall be paid in full as soon as his glass is cut up.

17. Manufacturers shall deduct from the earnings of the Window Glass Cutters' and Flatteners' Protective Association of America and all cutters and flatteners working under this scale  $1\frac{1}{2}$  per cent of the amount earned for dues, to be forwarded by them each and every week by draft or check payable to the secretary of the Window Glass Cutters' and Flatteners' Protective Association of America, at headquarters, with list of names, the amount earned and the amount paid by each cutter and flattener, at the expiration of each week, and no debt of any kind that a member contracts shall prevent the deduction of this  $1\frac{1}{2}$  per cent.

19. No manufacturers or their agents or representatives, or any member of the Window Glass Cutters' and Flatteners' Protective Association of America, or any authorized person representing them, shall have authority to change this scale by erasing, adding to, or in any way changing it.

20. This scale shall govern in all machine plants.

22. All machine window-glass manufacturers or companies signing this scale or authorizing the signing of this scale must comply with all conditions of same and any change in ownership of a company, firm, or factory does not allow any change from this contract, but it is accepted and binding on all.

23. It is agreed between all machine window-glass manufacturers signing this scale that it is binding on all window-glass cutters and flatteners, and each and all those workers or apprentices working for this scale.

24. All machine window-glass manufacturers signing or authorizing the signing of this scale will not be allowed to sign any other wage scale for cutters or flatteners, and all manufacturers signing this scale agree and bind themselves and those they represent with the Window Glass Cutters' and Flatteners' Protective Association of America that they will not either by themselves or any officers, stockholder, or representative, or any authorized person sign any other scale or agree to pay any other scale of wages to cutters and flatteners other than this scale calls for, and for any violation of this the executive board of the Window Glass Cutters' and Flatteners' Protective Association of America shall, on being satisfied of the violation of same give the company or firm, through their president, seven days' notice of their intention to cancel this scale, and all members of the Window Glass Cutters' and Flatteners' Protective Association of America shall be notified by the president that on the expiration of seven days there will be no scale in existence with the firm employing them, and all members of the Window Glass Cutters' and Flatteners' Protective Association of America shall faithfully perform their work until the expiration of the seven days.

26. All machine window-glass manufacturers signing the scale or authorizing the signing of this scale agree to employ only members of the Window Glass Cutters' and Flatteners' Protective Association of America.

Window Glass Cutters' and Flatteners' Protective Association of America agrees to fully man all factories with competent cutters and flatteners. (Sufficient number of apprentices will be granted by the association whenever

required to fill all places vacant through the inability of the association to furnish competent cutters and flatteners.)

27. No one shall be a member of this association unless employed at a machine window-glass factory. Any member leaving the employ of a machine window-glass factory shall forfeit his clearance card as being a member of this association until such time as he again is employed at a machine window-glass factory. All men employed as cutters and flatteners in machine window-glass factories shall be admitted to membership and must become members of this association.

30. No by-law of the workers organization shall affect the working rules or other provisions of this wage scale.

### WINDOW-GLASS WORKERS

The National Window Glass Workers comprises window-glass blowers, gatherers, cutters, and flatteners. A wage scale is formulated yearly which is presented to the window-glass manufacturers for signature. Extracts from the scale effective September 1, 1926, follow:

SECTION I, ARTICLE 13. A boss cutter shall be employed by all firms and shall be a member of the National Window Glass Workers in good standing.

ART. 21. There shall be no glass blown, gathered, flattened, or cut on the following holidays: Thanksgiving, Christmas, Labor Day, Decoration Day, and Fourth of July.

ART. 22. Manufacturers shall furnish a plentiful supply of clean sawdust and shall have same placed in the blowing room conveniently. Manufacturers shall also furnish ice for drinking water, oil, soap, chalk; also must at their own cost piece blowpipes and put new handles on same.

ART. 24. 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 local president, 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 local president 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 cutters and boss flatteners. All bills to be presented weekly with the amount earned. Said bills to have the amount of glass cut in each bracket and the amount of A and B.

ART. 25. The manufacturer shall deduct money from members' wages when notified to do so by the president, secretary, local president, or executive board member.

ART. 26. 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 local president, 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. The gatherer and flattener shall receive the same proportionate guaranty as the blower's guaranty. When a general guaranty is given at any plant to protect the blower, gatherer, and flattener from poor glass, it shall be made by the local president and local council subject to ratification by the president and executive board. Should such guaranteed glass amount to more than the specified guaranty, the blower, gatherer, and flattener shall receive the benefit of the full amount of such excess. Should such guaranteed glass amount to less than the specified guaranty, the cutter shall receive the same relative increase as provided for the blower, gatherer, and flattener.

ART. 27. Forty-four hours per week shall be the maximum number of hours that blowers and gatherers shall be permitted to work. All work must cease in the blowing room not later than 4 p. m. on Saturday.

ART. 29. 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. 30. 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. 31. 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. II, ART. 4. No chief preceptor, executive officer, scale committeeman, or trustee shall be discharged during the blast, except for willfully neglecting his work or incompetency, which shall be proven to the satisfaction of the local council.

SEC. III, ART. 2. In all cases except in case of willful neglect of work, when immediate discharge may follow, seven days' notice shall be given before discharging any workman, except that a two weeks' notice shall be given by both manufacturers and workmen in case of discharging or quitting a place previous to commencement of blast. Any workman desiring to quit a place shall be required to give seven days' notice and to faithfully work out same unless released by his employer. Notice to quit a place, to be valid, must be given in writing to the chief preceptor, this to apply alike to employers and men. Transfer cards are to be signed by the local president and the manager for the company. These provisions apply to all members of the National Window Glass Workers and all manufacturers signing this wage scale. When spare men are employed the terms of the agreement entered into between the spare workmen and the manufacturer are to be made known to the local president. In all cases where spare men are engaged by definite contract, the terms of which are made known to the local president, seven days' notice given by either party concerned shall terminate the contract.

ART. 5. No member shall gather or blow before 12 o'clock midnight Sunday.

ART. 6. No member of this association shall pay for the piecing or repairing of pipes or tools at any time, and the manufacturer shall also furnish pipe handles and have them put in. A rental charge not to exceed 25 cents per week may be made when manufacturers furnish a full set of blow pipes.

ART. 10. A list of all fines imposed shall be handed into the office of the company by the local president and the amount deducted from such workmen's accounts at the next settlement.

ART. 12. Members will not be allowed to work with anyone not a member of the association. This, however, does not apply to discharged apprentices.

ART. 13. 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.

SEC. IV, ART. 2. Where boss flatteners are employed, they shall be members of the National Window Glass Workers. Boss flatteners are not permitted to discharge members of the National Window Glass Workers. Notice to be valid must be handed to the local president by the manager. The local president will place the notice in the hands of the member affected.

ART. 9. Flatteners shall not saw or cut the rounds off logs or scantlings to prepare blocks. A supply of flattening blocks shall be placed before each oven.

SEC. V, ART. 5. Each manufacturer shall employ a boss cutter, said boss cutter to be a member of the National Window Glass Workers, and he shall divide and distribute the orders among the cutters. Boss cutters shall not have authority to discharge members. Notices to be valid must be given to the local president by the manager. Local president will place notices in hands of members affected.

ART. 10. Cutters shall not be allowed to work on Sundays, subject to a fine of \$5 for each and every offense.

## 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. Such locals often make a joint agreement, generally with individual employers. Generally the agreements call for a union shop and a six-day week, and in large cities include scales for short shifts, parties, banquets, holidays, conventions, celebrations, helpers, and extra help of various kinds. The scales include meals.

The agreement blank for union house card issued by the national union was printed in Bulletin No. 419 (p. 83).

The 1926 agreement of Cooks, Waiters, and Waitresses, Local No. 848, El Paso, Tex., contains the following sections:

SECTION 1. I, the above-named proprietor, agree to employ only members in good standing in said Local 848, through business agent, excepting that I reserve the right to employ anyone I see fit in case that said Local No. 848 is unable to furnish a capable employee: *Provided, however,* That such employee shall make application for membership in said Local No. 848 within 1 day after going to work, accompanied by at least \$5 of the fee, and that he shall appear for initiation within 7 days after being accepted by Local No. 848.

SEC. 2. I, the above-named proprietor, agree that the union house card furnished me by said Local No. 848 shall remain the property of said Local No. 848, and that its duly authorized representative shall have the right to enter the premises and remove the same whenever I violate this agreement, and that he shall have the right to investigate all employees.

SEC. 4. I, the above-named proprietor, agree that no present employee shall suffer a reduction in wages or an increase of hours of labor on account of this agreement.

This scale shall be for 6 days per week of not more than 8 hours out of 12 per day: *Provided, however,* That cooks must work 7 days per week at the same daily scale whenever the local is unable to furnish capable relief men.

SEC. 8. All proprietors must employ 60 per cent American-born help.

SEC. 10. All relief work shall receive the same as those they relieve.

SEC. 11. All overtime caused by failure of employee to report on time for work shall be paid by such employee.

SEC. 12. Any employee quitting before finishing shift or substitute is obtained, except in case of accident or sickness, shall forfeit pay for such shift.

SEC. 14. In consideration of the foregoing, Cooks and Waiters' Union, Local No. 848, of El Paso, Tex., hereby agrees to furnish efficient, sober, and reliable employees at all times when possible; to properly discipline any member convicted of intoxication while on duty, or of insulting guests, or of causing trouble in any way in the house, or of failing to notify manager when sick or unable to work. Furthermore, we hereby agree to exercise our influence to the uttermost in any legitimate way to persuade the public, and especially our brother union men, to patronize only such houses as carry our union house card.

SEC. 15. Overtime only in case of emergency.

SEC. 16. This scale shall be posted in each house in a conspicuous place.

The following articles are taken from the 1926 agreement of Cooks, Waiters, and Waitresses' Local No. 715, of Marysville, Calif.:

Second. The union shall not be responsible for help obtained outside of the union office.

Third. The business agent of the union shall have the right to enter the premises and interview the employees at any time except 11.30 a. m. to 1.30 p. m., and 5 p. m. to 8 p. m.

Fifth. Members must obtain employment through the business agent or through the union.

Sixth. Members are forbidden to solicit work outside of the union office.

Seventh. Employers shall have the privilege of asking or refusing the services of any particular member they prefer.

Eighth. All wages are due and payable once each week except extra work or when an employee is discharged, then the wages are due immediately.

Tenth. Members violating the wage agreement shall be subject to a fine of one day's pay.

Thirteenth. Two partners only will be considered in any one house, both parties must be responsible for wages and both must sign agreements.

Fourteenth. Nine hours within 12 hours shall constitute one day's work, 6 days shall constitute a week's work.

Fifteenth. In case of emergency where no help is available employees may work seven [days] per week, to be paid at the regular scale per day.

Employees only allowed to eat one meal on boss's time in 9-hour shift, not more than 20 minutes allowed for meal.

This agreement shall extend from year to year unless objection thereto is made in writing on or before the end of 12 months.

This agreement carries a minimum scale of wage and does not prevent a superior craftsman from receiving more than the above calls for.

This agreement also includes meals, and no employee shall receive less than he receives at the signing of this agreement.

## IRON, STEEL, AND TIN WORKERS

The Amalgamated Association of Iron, Steel, and Tin Workers of North America is composed of men working in and around rolling mills, tin mills, steel works, chain works, nail, tack, spike, bolt, and nut factories, pipe mills and works run in connection with same. The association makes a yearly agreement with manufacturers, known as the western scale of prices. This scale is very lengthy and detailed. The memorandum of agreement preceding the 1926-27 scale is the same as that for 1924-25, which was printed with a few slight omissions in Bulletin No. 393 (p. 65).

## LAUNDRY WORKERS

The Laundry Workers' International Union includes all employees in custom laundries. The following extracts are taken from the agreement of Local No. 207, with the Detroit Hand Laundry Association, March 15, 1926:

I. That from and after the date hereof, and for a term ending the first day of May, 1927, the employers bind themselves to the employment in their laundries of only good-standing members of the said Laundry Workers' International Union, Local No. 207, and no others; said union to be the sole judge of its good standing membership.

II. The union shall at all times, to the utmost of its ability, furnish the employers skilled help, capable of properly doing the work required in the respective hand laundries of the employers.

III. The union shall have the sole right of selecting and distributing the employees who are to be employed in the various hand laundries of the employers.

IV. It is also agreed by and between the parties hereto that in case the union shall not have available for a help-out, the laundry owner in need of same, after having made a request of the union, shall have the privilege to employ anyone on that particular day, but on that day only.

V. When the union is unable to furnish help, the employers may hire help which does not belong to the union, until such time as the union is able to send such help.

VI. All negligee shirts regardless of style or fabric, shall be ironed solely by union shirt ironers.

VII. Female employees shall work on a basis of five days per week of nine hours each from 7.30 a. m. to 5 p. m. with one-half hour off for lunch. \* \* \* Overtime shall be paid at the rate of 50 cents per hour, except on holiday weeks when no overtime shall be paid, but the full week's wage must be paid. The following holidays are specified: New Year's, Memorial Day, Fourth of July, Labor Day, Thanksgiving, and Christmas.

IX. It is also agreed that the employers shall provide the essential sanitary conveniences to insure the health and reasonable comfort of the employees, especially the furnishing of cold drinking water during the hot months.

XI. It is also agreed and understood by and between the parties hereto that if there should be any grievance between any employee and his or her employer, it shall be referred to the union business agent for settlement. In the event such a grievance is incapable of settlement by this method, the employers and the union shall appoint a grievance committee consisting of four members, respectively, to settle such grievance; in the event of their failure to agree, they shall mutually agree upon some individual to sit with them as a board of arbitration. The decision of the majority of said board shall be final and binding. It is understood that such employees shall remain at work pending the settlement of any grievance.

XII. The representatives of the union shall be entitled to enter the hand laundries for the purpose of conferring with the employer or employees.

XIII. The union hereby reserves the right to refuse to execute "struck" work, washed at steam laundries where strike-breaking labor is being employed, and also the right to join a general strike in the event such a strike is called.

XIV. The employer shall give two weeks' notice to the union before discharging a shirt ironer and one week's notice before discharging a family ironer.

It is also provided that the employer shall have the right to iron his own shirts, provided he does not employ any other shirt ironer at all, and is not assisted in this work by any person or persons.

XV. The union shall furnish to the employer a shop card, showing that the employer runs a union establishment, which shop card shall be displayed by the employer in some conspicuous place in his place of business. The employer shall pay the union the sum of \$1 for the use of said card. Said card shall be and remain the property of the union, and shall be surrendered to or may be removed by the union at any time in its discretion.

The following extracts are from the agreement of Local No. 113 with individual employers of Vallejo, Calif., April 15, 1926:

First. That members of the party of the second part only shall be employed in said laundry.

Second. That 48 hours shall constitute a week's work; provided the time is between 7 a. m. and 5 p. m. of said day's work. The working hours of each day to be consecutive.

All overtime work shall be paid at the rate of time and one-half, on an 8-hour basis.

No work in said employment to be performed on Sundays or legal holidays (appertaining to either inside or outside work), other and except when a legal holiday falls on a Saturday or Monday, the work on said day to be agreed on by vote of the union (Mare Island drivers excepted). Holidays falling on a Sunday to be observed on the following Monday.

Third. The following days shall be considered holidays: January 1, Washington's Birthday, Decoration Day, July 4, Labor Day, Thanksgiving Day, and December 25; it is being understood that the party of the first part shall not be required to pay members of the party of the second part for holidays designated in this schedule when such members do not work.

Fourth. Wages shall be paid weekly, and no wages shall be held back.

Fifth. No employee in said laundry, members of the party of the second part, who, 40 days prior to the date of this agreement, was receiving more than the rate of wages designated in the schedule contained herein for the class of work on which he or she was engaged shall suffer a reduction through the operation or because of the adoption of this agreement,



Sixth. The secretary of the party of the second part shall be allowed to visit the laundry of the party of the first part at any time during working hours.

Tenth. Apprentices in the mangle room and shaking room shall serve six days. Any person working on a mangle or in shaking room for six days shall receive a journeyman worker's pay.

Thirteenth. Apprentices must not be employed instead of journeymen. The proposition of apprentices in the washing, marking, and distributing room shall be in the ratio of three apprentices to every six journeymen in each laundry.

Fourteenth. The term of apprenticeship in branch No. 1 shall be 18 months.

Any differences that may arise between the party of the first part and the party of the second part, as to the interpretation of this agreement, or any of the clauses or terms thereof, must be referred to a board of arbitration, which board of arbitration shall consist of two members of the party of the second part (said two members to be designated and nominated by the party of the second part), and two representatives of the party of the first part (to be designated and nominated by the legal representative or representatives of the party of the first part), these four members of the board of arbitration shall, if necessary, select a fifth member of said board of arbitration; and the decision of a majority of the members of said board of arbitration shall be binding on both parties to this agreement; provided, that application for appointment of said board of arbitration must be made by the aggrieved party within seven days after the controversy to be submitted to the board has arisen; and each party to this agreement shall, within seven days, select its representative on such board, giving notice of such selection to the other party within 24 hours. The board of arbitration herein provided for shall meet (at some place to be mutually agreed upon), within 48 hours after the formal notification by each party to such agreement has been given to the other party of the selection of its representatives on such board; and the selection of the fifth member of the said board of arbitration must be made within three days after the first meeting of such board of arbitration as herein provided for, and the taking of testimony by such board of arbitration shall be proceeded with after the selection of said fifth member as expeditiously as possible. Such board of arbitration shall render its decision on the points in controversy within three days after the conclusion of the taking of such testimony.

## LEATHER WORKERS

The United Leather Workers' International Union of America consists of persons employed in the production or transportation of leather or by-products thereof. Extracts from an agreement of Local No. 12 with a manufacturer of travelers' goods and leather novelties, Chicago, August, 1926, follow:

The party of the first part, by its Local Branch No. 12, agrees to furnish to the party of the second part the use of its union label without cost, other than a compliance with the conditions following:

ARTICLE I, SECTION 1. The party of the second part agrees to employ none but members in good standing with the party of the first part.

SEC. 2. However, in the event the party of the first part is unable to supply the required number of help wanted by the party of the second part, then the party of the first part concedes to the party of the second part the right to hire whom they please, but those so hired shall receive a permit from the representative of the party of the first part, and shall become a member of the party of the first part within two weeks.

ART. II. The party of the second part shall be entitled to employ one apprentice to every five journeymen employed. Said apprentice to be used in different branches of the shop, but can not be placed in any one branch.

ART. III. The parties of the first part will furnish to the parties of the second part union labels to be used by the said party.

ART. IV. The representative of the party of the first part shall have the privilege of calling members to the office when he thinks he is justified.

ART. V, SEC. 1. That 48 hours shall constitute a week's work; the division of hours to be arranged between employers and employees. Time and one-half shall be paid for all overtime, and double time for Sunday and holidays.

SEC. 2. Saturday half-holiday shall be recognized all the year round.

ART. VI, SEC. 3. Piecework prices to be agreed upon between employers and shop committee.

ART. VII. There shall be no work on Labor Day.

ART. VIII, SEC. 2. In case there is not enough work, it is hereby agreed that the hours shall be cut in order to give work to all.

ART. IX, SEC. 1. The party of the first part further agrees to promote the interest of the party of the second part in so far as advertising and recommending the business of the party of the second part to all of its friends and constituents as deserving of their patronage, as the result of their compliance with the terms and conditions set forth in this agreement.

SEC. 4. It is agreed that should the party of the second part sell, dispose of, or convey their business, this agreement shall become null and void.

### POCKETBOOK WORKERS

The International Pocketbook Workers Union made a full agreement with the Associated Leather Goods Manufacturers of the United States, effective July 21, 1926, to May 1, 1929, from which the following extracts are taken:

1. It is hereby stipulated and agreed between the parties to this agreement that this agreement shall be binding on the association as well as on each and every member of the association on and after July 21, 1926, and on each and every manufacturer who is to become a member of the association during the term of this agreement, with the same force and effect as if signed by each member individually. The association hereby agrees that this clause will be made a condition for the acceptance of new members.

In the event of the withdrawal, resignation, or expulsion for any reason whatsoever of any member of the association during the term of this agreement, such member shall be responsible for the full performance of this agreement, but the association is not to be held responsible for the full performance of this agreement by such former member.

Dissolution of partnership or change of firm name shall not affect the binding obligations of firm or partners to this collective agreement.

2. Forty-four hours shall constitute a week's work.

\* \* \* The regular working week may be arranged on a five-day basis between June 15 and September 1, by mutual consent of the employer and the workers, and both sides hereby agree to interpose no obstacles that will hinder such arrangement.

3. Overtime shall be paid for at the rate of time and a half. No work shall be done on Saturday after 12 noon except when the workers have already put in 10 hours of overtime during the first five days of the week.

In case when and where, in the judgment of the employer, there is sufficient work on hand to permit of overtime work for the pocketbook makers, he shall so notify the shop chairman. If the pocketbook makers desire to avail themselves of overtime they are to notify the employer through the shop chairman and they are to pay their helpers at the overtime rate; in cases where the request to work overtime is on the part of the employer he shall pay the helpers the difference between regular time and overtime. Notification to the shop chairman by the employer of sufficient work to permit of overtime shall not be construed as a request by the employer when such helpers work on a partnership or percentage basis.

4. All week workers are to receive full pay without work for the following legal holidays: Independence Day, Labor Day, and Washington's Birthday. It is the sense of this article that all regular week workers receive pay for said holidays whether they work or not during the week in which such holidays occur. For work done on the remaining seven legal holidays, week workers are to receive payment at the rate of time and a half. It is understood, however, that the association will urge its members not to close on said holidays for the purpose of evading payment of time and a half.

5. \* \* \* Every effort shall be made by the union to organize all those workers who are not members of the union, and the members of the association

agree in good faith to cooperate with the union to that end. Every effort shall be made by the association to enlist as its members all manufacturers who are not members of the association, and the union agrees in good faith to cooperate with the association to that end.

Upon request of the association the union agrees to permit the association at all times to examine all contracts between the union and manufacturers who are not members of the association for the purpose of ascertaining the conditions of labor obtaining in such factories, and the union pledges itself that in order to carry out in good faith the spirit of this agreement any contract with shops or firms not members of the association will be submitted to the association.

The association agrees for itself and its members to give the union preference in hiring such new help as may be required from time to time, and the union agrees to furnish such workers as the employer may require to the best of its ability upon notification by the employer. In the event that the union is unable to fill the employer's requirements within 48 hours, the employer shall be permitted to select his help from other sources. The union agrees to give a working card to all such workers upon application for affiliation. If such worker does not make application for affiliation after two weeks of employment the union shall have the right to replace such worker with one of its members equal in skill and ability. Every union worker shall present a working card from the union to the chairman of the shop upon the commencement of his employment. No fancy leather goods worker shall be employed who was previously a member of the fancy leather goods union and subject to discipline under its rules until he has been reinstated in good standing, and by good standing is meant a member of the union who has complied with all of the rules and regulations of the union.

6. It is the sense of this agreement that the manufacturer is at liberty to change his system of work from week to piece work. Such change of system is to take place not later than August 15, 1926. Manufacturers desirous of changing from week work to piecework are to serve notice with the union on or before August 1, 1926. Said change of system shall apply to pocketbook makers and framers only.

The manufacturer may employ workers on samples and specials by the week, provided that such special or sample makers employed by the week shall not work on general stock or orders as week workers, unless the price for said work is first fixed as herein provided.

7. All piece prices shall be adjusted and agreed upon between the employer or his representative, and a price committee representing the particular branch of work, which shall consist of not more than three workers, each of whom shall have been employed as far as practicable at least six months in the factory which he represents. The employer shall be informed of the names of such committeemen immediately upon their selection. No worker shall be asked to work on unsettled work, nor shall any worker refuse to work on settled work. During price disputes between the price committee and the employer the pieceworker shall not be discriminated against for the sole reason of forcing a price settlement by not being given settled work which may be on hand. All piece prices agreed upon as heretofore provided shall remain fixed for the period of this contract and shall not be subject to change, except by decision of the joint board upon application of either the employer or workers. \* \* \*

8. **Subsidiary shops:** A subsidiary shop is a shop owned and controlled by the main manufacturer mainly for his own use. Such subsidiary shops are to be union shops and in contractual relations with the union.

No subsidiary shop is to be started without the knowledge of the union. The union is to supply the help, as provided in section 5.

Equal standards and equal proportional division of work between the main and subsidiary shop shall prevail when the class and kind of goods made in both shops are the same.

**Contracting shops:** The manufacturers are to register with the union the names of their contractors immediately after the first job has been completed and in no event later than one week after business relations have been entered into. Such contractors are to be union shops and in contractual relations with the union. The manufacturer will not give out work to contractors unless the workers of the inside shop are fully and substantially employed, provided however, that this clause shall not apply to such items as have never been made in the inside shop or can not be made in the inside shop because of consideration of quality, quantity, or price. In case of any controversy in connection with same the chief clerks shall be called to adjust complaints.

Buying from other shops: All items bought from outside manufacturers must be bought from shops in contractual relations with the union. The union will furnish the association with a list of all shops in contractual relations with the union. The manufacturer is to register with the union the names of all the shops he buys goods from immediately upon entering into business relations with them. The manufacturer, however, will not buy from other manufacturers unless the workers of the inside shop are fully and substantially employed. It is understood, however, that this clause shall not apply to such items as have been originally produced by outside manufacturers or can not be made in the inside shop. Cases of complaint on the part of the inside workers that they have not been given an opportunity to figure items with a view to giving employment to the inside workers shall be taken up by the chief clerks for adjustment.

The association pledges its members in good faith not to place orders far in advance with a view of evading compliance with the clause of this agreement.

In the event that the union will call a strike in any shop having business relations with a member of the association the union shall so notify the association, and the members of the association shall thereupon discontinue business relations with such shops.

9. No work is to be given out to be made in the homes of the workers.

10. (a) Wherever practicable a pocketbook maker should work with one helper and in no event with more than two.

In all cases where, in the opinion of either side, the employment or elimination of a second helper is necessary the matter shall be referred to the chief clerks.

11. It is agreed that during the slack season all work shall be distributed and divided equally among the workers in the factory as far as practicable in the opinion of the chief clerks. In case when and where it is absolutely necessary for an employer to reorganize his working force he shall bring such matter for adjustment before the association and the union. The union will be given a reasonable time to place in other employment such workers as are affected by the reorganization. Equitable distribution of work shall be practiced during the period of reorganization.

12. No discrimination by reason of union activity shall be practiced against any worker or in the distribution of work, inside or outside, and in the case of a discharge because of such discrimination or for the purpose of evading the provisions of this contract the discharged employee shall forthwith be reinstated with back pay, and in case of such discrimination in the distribution of work equitable distribution shall be directed by the chief clerks of the parties hereto. It is the sense of this agreement that the association will urge the employer to file a complaint through the chief clerk with the union before discharging an employee, except in extraordinary cases where and when in his judgment an instant discharge is warranted.

14. (b) \* \* \* A pocketbook maker's helper shall mean a worker who has worked at pocketbook work for at least 18 months; is capable of performing all pocketbook work except turning in of corners, chopping, creasing, trimming, and edging; and is working with a teamer in the capacity of a helper. All exceptions to this clause are to be decided by the chief clerks.

The principle of equal pay for equal work without regard to sex is hereby reaffirmed.

17. Every new worker employed in the shop for two weeks shall be considered a regular employee and be accorded all rights and privileges specified in this agreement. No employer shall make it a practice of changing new employees within the trial period for the purpose of keeping such workers temporarily, and such complaints shall be taken up by the chief clerks for adjustment.

18. No employer or foreman shall make a practice of filling the position of any worker in any particular branch, and in no event shall he work on unsettled work; provided, however, that this article shall not apply to experimental work or original samples.

19. No member of the association is to do any work for any other leather goods firm whose factory has been declared on strike by the union. All contracts on hand shall be taken into consideration by the joint grievance board.

23. It is further agreed that there shall be no stoppage of work or strike or lockout pending the determination of complaints or grievances hereunder throughout the entire period of this contract.

24. Each of the parties agrees to designate a representative who shall be known as a chief clerk, and who may act through deputies. In the event of any complaint or grievance on the part of any worker against any employer arising hereunder, or vice versa, such complaint shall be taken up in the first instance by and between the employer and his representative and the shop chairman for adjustment. In the event of their failure to adjust the matter, said complaint shall be filed with the chief clerks, who shall forthwith make an investigation into said complaint at the factory where said complaint exists and proceed to an adjustment thereof. Any adjustments so made shall be conclusive upon the parties hereto. In the event the association fails to designate such chief clerk or deputy, the union shall have access to the shop of the employer for the purpose of consulting with the members of the union and making investigation therein, and for the purpose of effecting an adjustment of all complaints. In case such chief clerks fail to arrive at a decision within a reasonable time such complaint shall be taken up for adjustment by the impartial chairman, who may refer it to the joint grievance board upon application of either side.

26. Each of the parties hereto shall forthwith appoint three representatives and the six persons so appointed shall constitute a board, to be known as the joint grievance board, for the hearing and determination of all claims arising hereunder between the parties hereto. The determination of this board in all matters shall be conclusive upon the parties hereto. In the event there is an equal division of opinion between the members of the board, the matter in dispute shall be submitted for determination to an impartial chairman, mutually agreed upon by both sides, and whose decision 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.

28. This agreement is to function until May 1, 1929. The union, however, reserves the right to open the question of shorter hours on March 1, 1928. In the event that the union will decide to open negotiations on this question, the matter shall be taken up by the union and the association. In the event of a disagreement within 30 days, an impartial chairman selected by both sides shall decide the question, and his decision, which shall be rendered not later than April 30, 1928, shall be binding on both parties.

## LONGSHOREMEN

The International Longshoremen's Association includes laborers engaged in loading and unloading 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 annual 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 agreements for like work at the different ports.

The following provisions, relating to loading and unloading of ships, in the New York agreement effective October 1, 1926, are illustrative of many agreements:

1. Members of the party of the second part shall have the preference of all work pertaining to the rigging up of the ships and coaling of same as is done at the present time, and the discharging and loading of all cargoes under the following terms and conditions:

2. (a) Basic working-day shall consist of 8 hours with 44-hour week; the men to work any night of the week or Sunday, also Saturday afternoons, when required. Work performed on Saturday night only to finish ship for sailing Sunday, or to handle mail or baggage.

(e) \* \* \* It is understood that so far as possible only baggage and mail be handled on Labor Day, Fourth of July, and Christmas Day.

8. (a) When necessary gangs are to be knocked off 10 minutes before quitting time to replace hatch covers,

(b) The party of the second part undertakes to see that under no circumstances do men leave a ship, or fail to return if ordered back, without replacing hatch covers, and further specifically agrees to discipline any man guilty of a violation of this rule.

11. The steamer is to supply suitable shelter for men working on deck in bad weather.

12. (a) Minimum number of men in gang when loading general cargo off a lighter alongside shall be 18 men. When working off the pier the additional number of men to be left to the discretion of the foreman in charge.

(b) Employer is to have the right to judge how all men are to be distributed, and also to have the right to rig with the so-called pick and strike method or with the falls together or any other practical method, and in cases where more than the minimum number of men are required he is to be the judge of the number of extra men needed.

(c) One extra deck man shall be allowed for each end of the ship, who shall act as relief man for winchman and hatch tenders and shall perform such other duties as shall be required of him.

16. When the party of the second part can not furnish a sufficient number of men to perform the work in a satisfactory manner, then the party of the first part may employ such other men as are available.

18. In the event of any dispute or controversy arising during the life of this agreement as to the interpretation of same, the men will continue to work pending an adjustment of the trouble as follows: Matter in dispute to be submitted to a committee of four, two of whom would be representatives of the employers (one of these being a managing agent of Shipping Board vessels) and two being representatives of the employees; a decision of the majority of this committee to be final and binding. In the event of failure on the part of this committee of four to reach a satisfactory decision, then the committee of four shall proceed to select the fifth man as chairman, which man must be satisfactory to both sides, and to the Shipping Board, and the decision of a majority of the committee so augmented shall be final and binding upon both parties signatory to this agreement.

Other provisions are found in the agreement of Commercial Checkers Local No. 874 and Steamship Clerks Local No. 975 in the port of Greater New York, October 1, 1926:

1. Members of the party of the second part shall have the preference of all work pertaining to the tallying and checking of all deep-water cargo under the following terms and conditions.

2. Basic working-day shall consist of 8 hours with 44-hour week.

9. (a) Checkers to be paid off when laid off during daylight hours. This rule does not apply to Sundays or holidays.

(b) In all other cases not covered by clause (a), every effort will be made to arrange for the men to receive their wages at a locality and at a time as convenient as possible to the men. Any abuse arising under this clause shall be brought to the attention of the standing committee.

10. When men are specifically ordered out from New York and/or Brooklyn to work on the North and East Rivers above Seventy-fifth Street, or on piers at Weehawken, Communipaw, West New York, Long Island City, and/or Staten Island, car fare in excess of that spent in traveling to their usual place of employment shall be allowed. Men specifically ordered out from New York and/or Brooklyn to work at Yonkers, Bayonne, and/or Edgewater shall receive for traveling time \$1.60.

12. All checkers or tallymen working on cargo damaged by fire or water, when working under distress conditions, shall receive double the prevailing rate.

13. Checkers or tallymen working off-shore 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.

The following extracts relating to loading and unloading vessels are from the agreement of the White Lumbermen Stevedoring Association and the Ship Workers Benevolent Association (colored) with the Merchants and Stevedoring Association of the port of Pensacola, Fla., October 1, 1926:

The work shall be divided equally between the white and colored associations on a 50-50 basis. This shall not apply to hatch foremen, the stevedore having the option of employing his foreman from either association. In the event that the white association can not furnish sufficient members to carry on their work, they shall be supplied first by the members of the colored organization before the employment of any outside men, and vice versa; that is, when the colored organization can not furnish sufficient labor, men from the white organization shall be used before the employment of outside labor.

The following resolutions are to be strictly observed by all parties to this contract:

1. Every man at work upon ships to be protected in his legal right to work unmolested.

2. Only men actually and regularly employed upon ships to be recognized, either individually or collectively, as having the right to discuss the wages and working conditions under which they are employed.

3. Ships partly loaded or discharged at other port or ports, and arriving at this port to complete loading or discharging, shall be accorded the exact same privileges and working conditions as all other ships at this port.

ARTICLE 1. \* \* \* It shall be optional with the employer as to employing a staffman or swinger as foreman. Overtime is time and a half, which includes Sundays and holidays.

ART. 2. Eight hours shall constitute a day's work. Regular hours of work to be from 8 a. m. until 12 noon, and from 1 p. m. until 5 p. m. The gangs of men shall report to work 10 minutes before work time to take hatches off ready to work before starting.

ART. 3. When men have worked all day at a ship, and night work is required, then a new gang may be substituted in their places; and if the same vessel has to work the next day, the first men shall take their place. This does not apply to foremen. It shall be optional with the employer as to substituting foremen for continuous work.

ART. 4. When a gang starts a vessel they must stay with that vessel as long as the vessel has cargo to work. If a vessel should be without cargo for a period of two weather working-days (Sundays and holidays excepted) the gangs will be automatically released, and be privileged to accept employment elsewhere.

ART. 11. The number of men for loading or unloading double ported ships with timber, out of the water, shall consist of four holders, two swingers, two hookers-on, three men on each winch. Stevedores have right to work extra holders if they wish. Single ported ships shall consist of foreman, four holders, one swinger, one hooker-on. Three men on each after winch, four men on topping up winch.

ART. 12. Stevedores shall pay off on Saturday afternoon, not later than 6 p. m., except when working overtime. When the stevedore turns over to the foreman the money to pay the gangs, after the foreman receives the money the stevedore's responsibility in the matter ceases, provided the stevedore advises with the president of the local as to the foreman's responsibility.

ART. 13. The employer is obligated to work only men carrying working tickets, and further agrees to deliver tickets to any worker, deducting the price of same at time of payment of wages. Tickets are to be furnished the employer by the labor organizations and are to be paid for at the end of each calendar month, or sooner, as mutually agreed.

## MEAT CUTTERS AND BUTCHER WORKMEN

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 and approved by the national authorities.

The following extracts are taken from the agreement of Local No. 145, Rome, N. Y., May 1, 1926:

1. All employees over the age of 18 years who aid in the cutting of meats, making of sausages, or butchering shall be members of Local Union No. 145, Amalgamated Meat Cutters and Butcher Workmen.

2. No help to be employed for a period of more than 10 days unless they become a member of Local Union No. 145, A. M. C. and B. W.

3. In all markets handling fish in conjunction with meats the help to be members of Local Union No. 145, A. M. C. and B. W.

4. The working hours for Monday, Tuesday, Wednesday, Thursday, and Friday to be nine hours per day. Members not to work before 7 a. m. or after 6 p. m. When necessity calls for overtime on these days, said members to receive time and one-half for their services.

5. The hours on Saturday to be from 7 a. m. to 9 p. m., with 1 hour and 15 minutes for dinner and 1 hour for supper. No member to work before 7 a. m. or after 9 p. m.

6. No work shall be performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day. The hours preceding these days to be from 7 a. m. to 6 p. m. Members not to work before or after these hours.

7. During the months of June, July, August, and September the employees to receive Wednesday half holidays, the working hours to be from 7 a. m. to 12 noon. During these months members shall have one whole Wednesday, which shall be known as picnic day. The hours preceding this day shall be from 7 a. m. to 6 p. m. No work shall be performed on picnic day.

8. All members to receive full time for all holidays.

10. When a vacancy occurs only members of the A. M. C. and B. W. to be employed. If there are no union men available, nonunion men may be employed providing they are eligible to the A. M. C. and B. W. of N. A.

11. There is to be no Sunday work unless absolutely necessary. Men working Sunday to receive double time.

12. No member of A. M. C. and B. W. of N. A. will work with any nonunion man unless he possesses an up-to-date permit or working card.

13. The business agent and all authorized committees of Local Union No. 145, A. M. C. and B. W. of N. A. shall be treated courteously and be extended all privileges in all markets where the union card is displayed.

14. All union-shop cards to be displayed in a conspicuous place, and this rule shall be strictly enforced.

15. Shops that hire no help, and if living up to this agreement, can have the use of union-shop card at the rate of 50 cents per month, and they shall be considered as union markets and advertised as such.

Approved by international executive board, Amalgamated Meat Cutters and Butcher Workmen of North America.

Indorsed by Rome Central Labor Union.

The following section is taken from the agreement of Locals Nos. 489, 631, and 254, Westchester County, N. Y., November 1, 1926 :

Eleventh. All men affiliated with Locals 489, 631, and 254 shall receive one week's vacation with pay or one-half day per week for the months of June, July, August, and September.

## METAL TRADES

Under the head of metal trades are generally included blacksmiths, boiler makers, foundry employees, machinists, metal polishers, molders, sheet-metal workers, stove mounters, and pattern makers. Members of some of these crafts are allied with the railroad workers, but in general in the large cities they are grouped into metal-trades councils. Generally the unions make their own agreements, but occasionally the agreements are made by the metal-trades councils. Extracts from an agreement of the Chicago Metal Trades Council were printed in Bulletin No. 419 (p. 91).



## BLACKSMITHS

The International Brotherhood of Blacksmiths, Drop Forgers, and Helpers includes those working at forging, welding, tempering, bending, and dressing of iron and steel or working with machines doing blacksmithing work in railroad shops, shipyards, navy yards, arsenals, and automobile and other shops. Agreements of locals in the above-named shops are generally made in connection with other trades. The agreement of Local No. 572, Jersey City, April 20, 1926, in connection with blacksmiths, woodworkers, painters, trimmers, and finishers in the vehicle industry contains the following:

We, the undersigned committee, have been duly selected by our fellow workmen to submit to you a request for improved conditions, to cover hours, wages, and shop conditions, and with the object in view to continue the harmonious relation that has existed in the past between the employer and employees, thereby promoting a spirit of cooperation and better understanding, which we believe is very essential for the best interest of all concerned. Therefore, we submit the following for your earnest and prompt consideration:

ARTICLE 1. Eight hours shall constitute a day's work, and where it has been the practice of working half day on Saturday same will be continued in the future, and the working time will be 8 hours and 36 minutes for Monday, Tuesday, Wednesday, Thursday, and Friday, and 5 hours on Saturday. The starting and quitting time to be arranged between the firm and the men. All time worked outside of this schedule will be considered overtime and shall be paid for at the rate of time and one-half.

ART. 2. The following days shall be considered as holidays, and any work performed on those days shall be paid for at the rate of double time, to wit: Sundays, New Year's Day, Washington's Birthday, Decoration Day, Independence Day, Labor Day, election day, Thanksgiving Day, and Christmas Day. Should any of the above days fall on Sunday, the day observed by State or Nation or by proclamation will be considered as holiday and paid for as such.

ART. 4. Applicants between 16 and 21 years of age will be considered for regular apprenticeship, and if accepted will serve three years; at the expiration of their apprenticeship they shall receive the prevailing rate paid mechanics of their respective trades. It is hereby agreed that when an apprentice shows especial ability in learning that his hourly rate be increased from time to time. If within one year the apprentice shows no attitude to learn the trade he will not be retained as an apprentice. An apprentice shall not be dismissed or leave the service of his own accord, except for just and sufficient cause, before completing his apprenticeship. Helpers may be advanced from time to time to mechanics, but not to the detriment of apprentices.

ART. 5. When a grievance arises in any of the departments the employee affected will make a special effort to adjust same with the foreman in charge; failing an adjustment it will then be taken up by the shop committee with the general foreman and the succeeding higher officials of the company or firm, as the case may be, for final adjustment. It is further agreed that there shall be no strike or lockout until all referred to fail to agree on a satisfactory settlement. When a man has been in the employ of the company for 30 days he shall not be dismissed for incompetency.

ART. 6. When it becomes necessary to reduce expenses there shall be no reduction in the schedule of hours; the working time, however, will be equally divided amongst the men by working at alternate periods. When further reduction be necessary, the last man hired shall be the first man laid off. When forces are again increased the men will be taken back according to their seniority, if available, and be returned to their former positions.

ART. 7. There shall be no discrimination against any employee who from time to time may act on a committee. The company hereby agrees to give shop committee a hearing within a reasonable length of time, not to exceed three days after being notified by the committee that a conference is desired.

ART. 8. When a vacancy occurs in the position of foreman in any department, men represented in this agreement, ability being equal, will be promoted according to seniority; officials of the company and shop committee, and the third party, a member of the organization, to be judge of ability.

ART. 9. The company shall provide adequate and sanitary toilets, washing facilities, and pure drinking water, properly cooled during the summer months as near as possible.

ART. 10. This agreement shall take effect as of April 20, 1926, and shall continue in force until further notice, it being understood and agreed that should either of the parties to this agreement desire any change therein five days' notice of such intention shall be given to the other party, and whatever changes are agreed upon at this conference, same to take effect 60 days hence.

### BOILER MAKERS

The International Brotherhood of Boiler Makers, Iron Ship Builders, and Helpers of America includes, among others, workers making boilers, grates, fire doors, all ironwork connected with the making of iron ships, iron tanks, standpipes, water towers, furnaces, gasometers, converters and stacks around mines, mills, and smelters, heaters, manufacturing and power plants, water-wheel and turbine work, and operating welding, riveting, punching, and shearing machines, flanges, and drill presses. Many locals known as lodges are grouped into district lodges. Railroad workers are grouped into railroad lodges and generally affiliate with other railroad crafts.

The following extracts are taken from a six months' agreement of Lodge No. 27 with boiler works in St. Louis, Mo., November 1, 1926:

ARTICLE 2. Forty-four hours shall constitute a full week's work in all shops and all outside work, for which the party of the first part is to be paid the regular wages hereinafter designated.

It is mutually understood and agreed that starting time shall be not before 7.20 a. m. and not later than 6 p. m., Saturday to be pay day. If men wait until after 12.15 p. m. for money they will be paid straight time for waiting, but waiting time shall not be to exceed three hours.

ART. 3, SEC. 2. \* \* \* Traveling time to be allowed to party of the first part when work is done outside of the city, and then the exact time consumed in traveling, and eight hours' time to be put in on the job, except when men are ordered from the shop in the morning for such outside work, and in cases where they return to the shop to complete the day's time. When men are ordered by an employer or his representative for work at a specified time or place they shall be allowed not less than one-half a day's work. \* \* \* For all overtime on all new work performed in the shop and outside, the rate will be one and one-half times regular rate of wages designated in this article; for all repair work on shop equipment overtime shall be paid at the above overtime rate. On repair work twice the regular rate of wages shall be paid. Car fare to be allowed by party of the second part on all jobs not within walking distance of the shops—walking distance is meant a distance of not more than 10 blocks.

The rate of wages for overtime work is to apply to work performed on the following days: All Sundays, New Year's Day, Decoration Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and Saturday afternoon. Should any of the above days fall on Sunday, the Monday following shall be observed as such holiday, and no member shall be allowed to work on Labor Day except to protect life and property.

ART. 6. It is understood that party of the second part is not allowed to subcontract any work that is sent into the city of East St. Louis and Belleville, Ill., unless the party of the second part pays the prevailing rate of wages in those two cities.

ART. 7. It is further mutually understood between the two parties hereto that any erection work outside of the city of St. Louis shall be handled in such a way as to protect the interests of the two parties to this agreement, by securing as much work as possible for the union shops in St. Louis against unfair competition. Should any difference arise between the two parties in regard to such outside work, the matter shall be brought before the permanent committee, which shall meet and dispose of any grievance with the least possible delay.

ART. 8. The party of the second part will not in any way discriminate against any member or members of the party of the first part, when acting as a business committee or shop committee, who may from time to time be authorized to represent the party of the first part, through whom all questions arising are to be adjusted. Business representatives to have access to shops at all times. A permanent committee to be appointed, consisting of two parties on each side, who shall meet at regular intervals to discuss any matters arising.

ART. 12. There shall be two classes of apprentices, one known as regular apprentices and the other as advance helper apprentices.

All regular apprentices shall be between the ages of 16 and 18 years and shall serve for a period of four years of not less than 290 days during each calendar year.

All advance helper apprentices shall be taken from the list of boiler-maker helpers employed in the shop of the party of the second part, who shall be between the ages of 21 and 30 years, and who shall have been employed in said shop for a period of at least one year continuously as boiler-makers' helpers. Seniority and ability to govern the selections.

There shall be one apprentice for every five boiler-makers, and in addition to this number one apprentice shall be allowed for each shop.

Fifty per cent of or as near as practicable of the number of apprentices shall be selected from the list of eligible boiler-maker helpers employed in such shop.

All advance helper apprentices shall serve in the same shop for a period of 290 days in each calendar year for a period of three years.

ART. 14. Should it become necessary to work night shifts in or out of shop, it is mutually agreed that men so employed shall be paid at the same rate of wages that men in the day shift receive.

In the event that the period of work for such night shift shall be less than one week, the men composing such night shifts shall receive twice the regular day rate of wages.

ART. 15. A sympathetic strike to assist a craft engaged in any trade, if such strike to be called by the central trades and labor union or building trades council to protect union principles, shall in no way be considered a violation of this agreement. This refers to all outside work.

ART. 17. Transient work: It is mutually understood and agreed that the construction and erection of gas-holder work and water-pipe-line work shall not be classed as shop work, and shall be performed by the members of Lodge No. 27 and paid for under the transient scale of wages as provided for by Lodge No. 27, except if said work as gas holders or pipe line is gotten out and fabricated in shop, it then shall be classed as shop work and not transient work, and the members shall work upon it as per agreement scale of wages and conditions.

In the event the manufacturers of the city of St. Louis, Mo., signatory to this agreement are unable to secure this class of work and the erector or firm shipping said work into the city of St. Louis and vicinity attempt to erect same with nonunion men or with other tradesmen, the members of Lodge No. 27 shall have the right to use such cooperation as they may be able to secure from the trade-union movement to secure control of said job or jobs and to complete same under the transient rate of pay authorized by Lodge No. 27.

The following articles are found in the agreement of Lodge No. 169, Detroit, February 5, 1926:

ARTICLE 4. All work shall be done by members of this brotherhood in good standing. Shop stewards shall see that this clause is strictly enforced. Under no circumstances shall a man be permitted to take charge of work unless he is a member of this brotherhood in good standing, except a bona fide foreman who shall not be permitted to use the tools. Any man taking charge of work as foreman shall receive the stipulation of 25 cents per hour more than the boiler makers' rate.

ART. 5. Boiler makers and helpers leaving Detroit to work on jobs contracted for outside the city shall receive first-class transportation to and from the job, and if work requires men to board and lodge away from home, first-class board and lodging shall be provided and the expenses shall be borne by the employer. Traveling time shall be paid at the prevailing rate of wages each day.

ART. 10. Members of this brotherhood shall be given the preference for employment at all times, and they shall be first to commence the job and last to be discharged on the completion of the job. In event there not being a sufficient

number of members of this brotherhood out of employment and the lodge is unable to supply the company the required amount of men, the company is at liberty to employ as many boiler makers as required to fill the job, provided that the shop steward or the business agent permits.

ART. 12. Any man acting as shop steward or committeeman in the shop or on the job shall not be discriminated against. Should any employee have a grievance he shall have the right to arrange a meeting at which time he shall be permitted to have the shop steward or committeeman with him at the time of the interview. If satisfactory settlement can not be made, they shall have the right to appeal to the officers in charge until the president of the company is reached. Should it be found that the grievance is well founded, the employees shall receive pay for all time lost.

ART. 13. The representative of the Boiler Makers and Iron Ship Builders and Helpers of America shall be admitted to any yard or shop during working hours. He shall not interfere with or cause men to neglect their work. Any grievance arising will be taken up by the representative with the firm. When the representative of the Boiler Makers and Iron Ship Builders and Helpers or the building trades council, or both, visit a shop or a job where members are employed, or should be employed, the representatives should be accorded full recognition, and on request of either party working cards shall be produced for their inspection.

ART. 14. There shall be one apprentice for every five journeymen permanently employed; they shall serve a term of four years; helpers between the age of 18 and 40 years may be given an opportunity to learn the trade after serving two years as helper.

### MACHINISTS

Members of the International Association of Machinists make, erect, repair, inspect, adjust, assemble, install, maintain, dismantle, and operate machinery, engines, motors, and pumps, whether driven by hand, foot, steam, electricity, gasoline, oil, air, or water. They manufacture and install machine tools, do riveting, calking, cutting, boxing, shaping, drilling in boilers, tanks, and frames required for machinery; use lathes, planers, slotting machines, milling machines, screw machines, and jigs; are gauge makers, die sinkers, and metal pattern makers; make cash registers, typewriters, adding and addressing machines, firearms, airplanes, drills, hand tools, automatic stokers, hoists, elevators, and derricks. Their agreements are generally short and are made with individual employers. 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. Locals are frequently united into district lodges.

The following extracts are taken from the contract of Local No. 310, Marion, Ill., July 10, 1926:

I. It is agreed that the employer will employ only machinists and apprentices who are members of the International Association of Machinists or those who are both eligible and willing to become members of said organization within a period of six days. Any machinist or apprentice who is not a member of the organization shall become a member at the first meeting of the local lodge following his employment. If he fails to do this, he will be required to cease work until he does become a member.

III. Work performed outside of the regularly assigned hours that constitute a day or night's work, work performed on Sundays and the following holidays, viz. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, will be considered overtime and shall be paid for at the rate of time and one-half.

Overtime work shall be divided as equally as possible.

IV. There shall be three classifications of men, viz. journeymen, advanced apprentices, and apprentices. A journeyman being a man who has had at least four years' experience and passes a satisfactory examination. An advanced

apprentice being a man with from two and up to four years' experience who can pass a satisfactory examination. An apprentice being a man with less than two years' experience.

V. There may be one apprentice employed in each shop and one additional apprentice for each group of five journeymen and advanced apprentices employed therein. An apprentice shall serve at least four years before he is entitled to the classification of journeyman. An apprentice during the first two years of his apprenticeship shall work under the direction of a journeyman or an advanced apprentice.

VII. There shall be a shop committee appointed by the local lodge who shall be recognized as the authority to handle all grievances that may arise. Should the shop committee and the employer, or the proper office of the employer, fail to settle any dispute, the matter shall be referred to higher officers of the International Association of Machinists. It shall then be the duty of this officer or officers and the employer or his proper representatives to effect a settlement if possible. Employees shall not cease work or strike, nor shall the employer resort to a lockout while negotiations are being carried on to effect a settlement of any dispute.

VIII. No employee shall be discriminated against because of his union activities. Any employee unjustly discharged will be reinstated with full pay for all time lost.

IX. When it becomes necessary to reduce the working force the last man employed shall be the first laid off. When the force is again increased the man last laid off will be returned to work, if available, and the balance in the order in which they were laid off. When reducing forces apprentices shall be laid off to maintain the ratio.

X. Shop cards will be furnished by the International Association of Machinists and shall remain the property of the association. They may be removed from the shop when employer violates the provisions of this agreement.

One copy of this contract shall be posted in each shop.

The following extracts are taken from the agreement of District No. 10 with a brewing company, Milwaukee, Wis., May 10, 1926:

ARTICLE 1. In all cases of direct employment of men covered by this agreement, said party of the first part hereby agrees to employ (foremen who do not perform manual labor excepted) none but members in good standing of the unions affiliated with said second party.

ART. 2. The brewing company hereby agrees to notify the business manager of the second party when in need of men covered by this contract, and second party agrees to furnish all men necessary and coming within the jurisdiction of the International Association of Machinists as recognized by the American Federation of Labor, provided that if, after such notification such union men are not furnished within 48 hours, then party of the first part may hire such men as make application to the unions of the second party before or upon going to work. No men to be hired without first giving the above notice.

ART. 3. Eight hours (between 8 a. m. and 5 p. m., excepting when shifts are worked) shall constitute a day's work. Saturday afternoon work shall be required only in cases of necessity.

ART. 4. New Year's Day, Washington's Birthday, Decoration Day, Fourth of July, Thanksgiving Day, and Christmas Day, and a half day on primary and election days shall be considered legal holidays, and no work shall be performed on Labor Day, viz, the first Monday in September. Men covered by this contract shall be permitted to make arrangements for one week's vacation during summer months.

ART. 5. Work done on Sundays or any of the above-mentioned holidays shall be paid with double time. Double time shall be paid for overtime work and Saturday afternoon work.

ART. 8. The business manager of the second party, upon presentation by him to the heads of the respective brewery departments of his regular credential card issued in his name, shall without further delay be permitted to have access during working hours to the buildings and shops of said companies in which tradesmen covered by this contract are at work.

ART. 10. Preference shall be given by first party to machinery bearing the union label when same can be had in the open market.

In machine and automobile work done outside of the breweries preference shall, in good faith and to the best of the ability of the first party, be given to union machine shops and union garages, where the nature of the machines and contract therefor will permit.

### METAL POLISHERS

The Metal Polishers' International Union has jurisdiction over metal polishers, buffers, and platers. Their agreements are generally made between locals and individual employers. Extracts from the agreement made between the H. Wetter Manufacturing Co. and Local No. 28, South Pittsburg, Tenn., January 1, 1926, follow:

1. Eight hours shall constitute a day's work.
2. Time and one-half or price and one-half shall be paid for all overtime. Double time for Sundays and the following legal holidays: New Year's Day, Fourth of July, Thanksgiving Day, and Christmas Day. No work to be done on Labor Day. The polishers agree not to attempt to lay off in a body on any other days but these except on the day of the funeral of one of their members.
3. An equal division of work to be had at all times. In case there is not enough work to give all men work at the same time, they will be rotated so as to give each man work.
4. Apprentices shall be required to serve an apprenticeship of three years. No more apprentices to be employed until the apprentice ratio of one to the shop and one to eight journeymen regularly employed is reached unless this local is unable to secure journeymen.
5. New work shall be done by the day and tried out by at least two journeymen before the final price or prices are definitely decided upon.
6. A percentage of 15 per cent shall be paid on the board price of pieceworker.

### MOLDERS

The International Molders' Union of North America has jurisdiction over the trade of molding in all its branches and subdivisions.

In 1891 the national union made an agreement with the Stove Founders National Defense Association, now known as the Manufacturers' Protective and Development Association. Conferences between the two organizations have been held yearly since and the original agreement has been modified and enlarged. The agreement of January 1, 1926, was the same as that of January 1, 1924, extracts from which were printed in Bulletin No. 393 (pp. 72-74). Stove molders' locals quite generally follow the conference agreement, with slight changes where advisable.

### SHEET-METAL WORKERS

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

The following extracts are taken from the agreement of Local No. 263 with the Sheet Metal Contractors' Association, Cedar Rapids, Iowa, April 1, 1926:

ARTICLE 3. Journeymen will be entirely under the direction of the employer or his foreman and must at all times exercise diligence in doing a fair day's work. There shall be no restriction in the amount of work to be done, or discrimination against the character of sheet-metal work to be done.

ART. 4. No journeyman shall be requested by the employer or permitted by the union to erect any manufactured articles, such as gutters, furnace fittings, finals, ventilators, cornices, skylights, valley tin, etc., unless they bear the union label; except such articles or ornaments as are patented and specified by an architect and such goods as the general run of the shops are in no position to manufacture.

ART. 5. All articles made or manufactured by the journeymen shall bear the union stamp or label; such stamps and labels to be furnished by this union.

ART. 6. No application for new members will be accepted while members of this union are out of employment.

ART. 7. All sheet-metal contractors doing work in the jurisdiction of Cedar Rapids must employ at least 50 per cent of local men, when available.

ART. 8. All difficulties between employers and journeymen shall, if deemed necessary, be referred to a committee at the meeting of which the employers must be present or represented and said employer or his representative shall state his version of the difficulty or refer to the Cedar Rapids plan of adjustment.

ART. 9. Both parties to this agreement will accept in strict accordance all decisions of the national board of jurisdictional awards.

ART. 13. Every journeyman must receive time and one-half for overtime, and double time for Saturday afternoons, Sundays, and legal holidays. New Year's, Decoration Day, Fourth of July, Picnic Day, Labor Day, Thanksgiving, Christmas, and Armistice Day shall constitute holidays. No work to be done on Labor Day or Saturday afternoon, as set forth in article 12, except to save life or property.

ART. 14. Transportation, board, and lodging in addition to regular wages must be paid by the employer when working out of the city of Cedar Rapids.

ART. 16. No journeyman shall work on any job that has been declared unfair by the Cedar Rapids Building Trades Council or council under whose jurisdiction he may be working.

ART. 17. All firms not employing a journeyman shall be governed by the same laws regarding hours of work and holidays as the journeymen under the jurisdiction of this union.

ART. 22. The age limit for an apprentice will be between the years of 16 and 21, inclusive.

ART. 23. The time of apprenticeship shall be four years. After an apprentice has served three years at the trade, and upon recommendation of two members in good standing and passing a grade of 70 per cent in an examination, he may be admitted as a junior member and receive two-thirds of the minimum scale of wages. Junior members will be considered apprentices until they become journeymen.

ART. 26. Shops employing from one to four journeymen steadily throughout the year will be allowed one apprentice, while shops employing five or more journeymen will be allowed two apprentices, but no more than two apprentices will be allowed in any one shop.

ART. 27. In case any employer is in the need of a helper or helpers for any definite length of time, he must first report to the shop steward, who in turn will report to the local. No helpers will do any mechanical work that belongs to a journeyman.

Extracts follow from the agreement of Local No. 122 with the sheet-metal contractors of Baltimore, May, 1926:

Whereas the association is composed of a number of contractors engaged in the sheet-metal trade, and the union represents the workers in the said trade; and

Whereas the parties hereto desire to prevent strikes and lockouts and to facilitate a peaceful adjustment of all grievances, disputes, and differences of opinion which may from time to time arise between them, and to establish terms and conditions upon which members of the union shall work for members of the association: Now, therefore, the parties hereto agree as follows:

The association obligates itself for its members that they, in good faith, will live up to all of the provisions of this agreement. The union obligates itself for all of its members that they, in good faith, will live up to all of the provisions of this agreement.

**SECTION 1.** Five employers from the association and five journeymen from the union shall be designated the "arbitration and apprentice committee." They shall have full power to arbitrate all differences that may arise between the employer, journeymen, and apprentice, as provided by the following rules. In case they fail to agree, they shall appoint one arbitrator (who is not affiliated with the association or the union) to find a verdict. Any member of the arbitration committee who may be a party to a disagreement under investigation shall retire temporarily from the arbitration committee and his place shall be filled by a disinterested employer from the association or journeyman from the union with which the retiring committeeman may be affiliated. The arbitration committee shall make reasonable efforts to expedite the settlement of all differences. If, in the opinion of the association or union, they fail to do so, either the association or union shall have the right to call for a special arbitration committee to investigate and render a verdict in the case under consideration. All appeals to the arbitration committee shall be made and presented in writing to the secretaries of the arbitration committee, and they shall act immediately. The verdict of the arbitration committee shall be final in all cases over which they have jurisdiction.

**Sec. 2.** Five days of eight hours each day, namely, Monday, Tuesday, Wednesday, Thursday, and Friday, and one day of four hours, namely, Saturday, shall constitute a week's working time and said eight hours to be worked between the hours of 7.30 a. m. and 4.30 p. m., and said four hours to be worked between the hours of 7.30 a. m. and 12 noon. Should another trade, namely, the iron worker, bricklayer, carpenter, or plasterer, work the 40-hour week, it is agreed that this union at the same time also work the 40-hour week. It is further agreed that when this time arrives, Saturday will be declared a holiday and will be paid as such, namely, double time.

**Sec. 7.** Workmen are required to be in the shop or on the building no earlier than 20 minutes before starting time to put on their working clothes and have their tools ready in hand to work at the official starting time. Full time must be worked and such time only to be paid for at the above-stipulated rates, it being agreed that this work consists of eight hours and said time must be put in at actual work.

**Sec. 9.** Members being sent outside of the present city limits shall be at the city line at starting time in the morning, and they shall be required to be at the city line again at the regular quitting time in the afternoon, or be allowed riding time at the regular hourly rate.

**Sec. 12.** Members of Local No. 122 shall be given the preference in employment. Should said local be unable to furnish a sufficient number of journeymen to any bona fide employer and other men are employed they shall before starting to work make application to become a member of Local No. 122, and if their applications are accepted, they shall then pay the initiation in force before being admitted to membership.

**Sec. 13.** Any man working on a building or in a shop who is not a member of this local union, or a regular apprentice and excepting the employer, shall be classed as a helper. He shall assist the journeyman or apprentice to the best of his ability, but shall be restricted from soldering, fitting, grooving, and rolling pipe, and forming of sheet metal except the edging of tin. He shall be restricted from doing any mechanical work of any description.

**Sec. 14.** One apprentice to four journeymen or fraction thereof, said apprentice to serve 48 months, and at the expiration of that time he shall be subject to an examination as to his mechanical ability, and if found incapable of performing mechanical work he shall continue one year longer under instructions.

**Sec. 15.** This agreement to be for two years beginning May 1, 1926, and ending April 30, 1928. Should either party to this agreement desire to change same at its expiration, written notice shall be served on the other party at least 90 days before expiration of same. Should "no change be made" be expressed by both parties at the expiration of this agreement, it shall continue in force for a year at a time until either or both parties signify their intention to have this agreement changed.



## STOVE MOUNTERS

The Stove Mounters' International Union of North America has jurisdiction over 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.

Extracts from the agreement of Local No. 55, Port Chester, N. Y., March 5, 1926, follow:

2. Time and one-half for all overtime and all legal holidays, such holidays to be New Year's Day, Washington's Birthday, Decoration Day, July 4, Labor Day, Thanksgiving Day, and Christmas Day.

3. The work to consist of 48 hours, or 6 days of 8 hours each, excepting the months of June, July, August, and September. During those four months the week shall consist of 44 hours, or 5 days of 8 hours and 4 hours on Saturday. It is understood, however, that the company can request to run the departments that are under the jurisdiction of Local No. 55 on any or all of these half holidays if business conditions require it, paying time and one-half.

5. In event of a pieceworker being taken from his piecework job and put on daywork temporarily, he shall be paid his previous day's piecework earnings; six days or less shall constitute temporary daywork.

6. It is agreed that there shall be no limitations to the output.

7. All unfinished work to be completed daywork.

8. Jobs out of line with the average earnings to be taken up and readjusted.

9. All coal ranges except 73 York to be mounted daywork.

## MINERS—COAL

The United Mine Workers of America accept as members all persons employed in and around coal mines, coal washers, and coke ovens. Its field is divided into about 30 districts. Each district makes basic agreements with individual employers or associations of coal operators within its limits, applicable to veins, fields, individual towns, or counties, generally for periods of two or three years. In a few cases districts are divided into subdistricts and basic agreements are made by them.

## ANTHRACITE MINERS

The anthracite miners, though grouped into three districts, Nos. 1, 7, and 9, combine in making one agreement for the entire industry. The anthracite agreement is a collection of agreements based on the award of the Anthracite Coal Strike Commission in 1903, which was accepted for three years and continued in 1906, 1909, 1912, 1916, 1918, 1919, 1920, 1922, 1923, and 1926, with many modifications, mainly in the matter of wages. The terms of the agreement signed February 11, 1926, to be in force until August 31, 1930, were printed in Bulletin No. 419 (p. 97).

## BITUMINOUS MINERS

The bituminous agreements are generally lengthy. They vary in the different parts of the country only in detail. They consist mainly of wage scales. They provide for the employment of union workers only, an 8-hour day, the check-off, the removal of impurities from the coal, the use of certain grades of powder only, the proper and

safe protection of miners at work, and semimonthly pay days. Many of the agreements expired April 1, 1924. The operators and miners in the central field drew up a three-year agreement, known as the Jacksonville agreement, February 19, 1924, which was adopted by several other districts one after the other. This agreement, which ran until April 1, 1927, was printed in Bulletin No. 419 (p. 99). Extracts from other agreements were printed in Bulletin No. 393 (pp. 75-80).

### MINERS—METAL

The International Union of Mine, Mill, and Smelter Workers is composed of all persons working in and around mines, mills, smelters, and metal refineries. The agreements are made between local unions and the companies, with the approval of the international organization. Extracts from a copy of an agreement furnished by the union were printed in Bulletin No. 419 (pp. 100, 101).

### MUSICIANS

Locals of the American Federation of Musicians usually do not make agreements. They state working conditions and issue price lists which members are to observe in making contracts. These lists cover vocal and instrumental rates for engagements at concerts, dances, parties, banquets, hotels, cafés, theaters, moving-picture houses, parades, fairs, picnics, athletic exhibitions, and on steamboats, either as single performers or in bands or orchestras, whether for a single entertainment, day or evening, or by the week, month, season, or year. The scales are maximum, fixed by the constitution of the federation, and members may quote higher prices at will. Agreements, where made, are composed mainly of scales.

The following extracts are taken from the theater price list of Local No. 9, Boston, September 6, 1926:

1. The regular season in combination and dramatic theaters begins the first Monday in September and ends the last Sunday in May. The summer season begins at the expiration of the regular season and ends the last Sunday prior to the first Monday in September. The regular season in two-a-day and continuous theaters begins the first Monday in September and extends for 40 weeks. During summer season where musicians are employed, the same weekly scale applies as during the regular season in all theaters.

2. No member of a regular theater orchestra shall be laid off during the regular season while the theater is open.

3. No free rehearsals on Sundays, special days, or holidays unless such be the opening day of the production.

All free rehearsals to terminate not later than 6 p. m.

4. \* \* \* Rehearsals after a performance to be paid for as overtime.

5. Rehearsals extending after midnight shall be charged for at double the usual rate.

8. A member of the Boston Musicians' Protective Association, regularly engaged, shall be considered as under contract and can not be discharged during the regular season except for insubordination, intoxication, willful carelessness, or other unbecoming conduct. An appeal from this rule may be made to a committee representing the managers' association and the Boston Musicians' Protective Association, said committee to decide the case on its merits, said decision to be final and binding on each party.

9. Musicians (within the "minimum requirement") shall during the first four weeks of their engagement be subject to release on two weeks' written notice; if retained beyond such "trial period" without notice (unless otherwise stipulated) engagement shall be presumed for the regular season. The fore-

going will not apply to members reengaged from previous season, unless there be a change in musical director or contractor.

10. Orchestra pianist playing while rest of orchestra has intermission shall be paid extra the regular musicians' overtime rate.

11. A member of an orchestra who is required to play on the stage in sight of audience or to accompany an act shall receive extra for each session \$1.25.

Exception 1. When the orchestra or any member thereof is required to constitute or augment an act on the stage, members affected shall receive additional \$25 per week of seven days.

Exception 2. In a moving-picture theater where entire orchestra plays on stage, no extra price need be charged.

12. Musicians for stage duty only shall be paid the same rate as extra musicians.

13. Members of regular theater orchestras shall not perform on more than one instrument during any performance unless they receive 25 per cent extra in addition to the regular rate. This rule shall not be construed to interfere with changes established by custom.

14. Any member of orchestra shall not be required to render services apart from regular duty as musician while in pit.

15. When members of a theater orchestra are requested to leave the pit for the purpose of broadcasting in a different part of the same building, they shall receive therefor \$4 per hour or less per man in addition to the regular salary, provided such broadcasting services are rendered during the time to which the house is entitled. If the services for broadcasting are required before or after the regular hours, the regular broadcasting price shall prevail. It is also understood that the time of broadcasting may not be divided when such services are rendered during the regular hours.

16. When a theater is closed for one or more weeks during the season there shall be no charge for the musicians, unless otherwise herein specified.

17. No claim shall be made by reason of the closing of the theater in consequence of any public calamity, either in obedience to legal authority or in deference to public sentiment or on account of natural causes not produced by direct agency of man, such as flood, snow blockade, tempest, epidemic, etc., and in case the theater shall become unfit for use and occupation as a theater by reason of fire, strikes, or other casualty. It is further agreed when a theater is forced to close by reason not preventable by the management that the pro rata of the weekly price shall be paid for all performances played.

18. Orchestra of three or more musicians must be engaged by a contractor, who must be a member of that orchestra, and who shall have full charge of all musicians employed in said theater; said contractor must be a member of Local No. 9, American Federation of Musicians.

19. Any musician acting as leader, whether playing alone or with other musicians, must receive leader's price applying to such theater.

20. As the musicians engaged under the stipulations of this contract are members of the American Federation of Musicians, nothing in this contract shall ever be so construed as to interfere with any obligations which the musicians owe to the American Federation of Musicians by reason of their prior obligations to the American Federation of Musicians as members thereof.

*Conditions applying to combination houses*

2. Extra performances in combination houses, not including Sunday or midnight performances, pro rata for musicians and house leader.

3. Performances beginning at or after 10.30 p. m. and extending after midnight the price shall be time and one-half the regular rate.

5. If musicians are employed in a combination or stock house during the summer season, the manager is under no obligation to employ for the summer season the leader of the orchestra which played in said house during the regular season.

A production shall be classed as a musical show when it is important enough to carry a leader who conducts the orchestra in the pit.

At no time shall the amount paid for single performances during any one week exceed the weekly salary of the musician or leader.

If no orchestra is regularly employed, leader's price shall prevail for organist or pianist.

*Conditions applying to vaudeville—Pictures*

1. *Pictures*.—Extra performances in all so-called two-a-day houses outside of the regularly established 2 three-hour sessions shall be charged for at time and one-half for musicians and leader; not including Sunday or midnight performances.

2. Performances beginning at or after 10.30 p. m. and extending after midnight, the price shall be double the regular rates.

3. If musicians are required during the summer season in a two-a-day or continuous theater, they shall be selected from the members of the orchestra playing in the same house during the regular season.

*Vaudeville and pictures, first class*.—It is understood and agreed that no less than 10 musicians be employed in the regular orchestra during the regular season in these theaters.

This agreement is to apply to all theaters represented by managers of this association and to apply to all theater managers who may join such association during the period of this contract.

**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 swipers and sweepers. The International Brotherhood of Pulp, Sulphite, and Paper Mill Workers, in a broad way, has jurisdiction over all other branches of paper making. In a paper mill will generally be found representatives of both unions as well as members of unions of machinists, firemen, electrical workers, carpenters, and others. It is customary for the large manufacturers to make one agreement with all the above-named union members in their employ.

The agreement is generally short, but includes in it mill rules applicable to all. The wage scale is given in detail. Usually the employees work eight hours a day, with time and a half for overtime, and are members of the union. Extracts from agreements with paper makers were printed in Bulletin No. 393 (pp. 81-83) and in Bulletin No. 419 (pp. 103, 104).

**PAVERS**

The work performed by members of District Council, No. 1, of Pavers, Rammermen, Wood Block, Brick, and Iron Slag Pavers, Flag Layers, Bridge, and Stone Curb Setters of Greater New York and vicinity is indicated by the title. Extracts from the agreement of the district council with the contractors of New York, New Jersey, and Yonkers are here given:

1. The party of the first part agrees to employ none but members of the party of the second part in the laying and completing of any part of its paving, viz: Granite, bluestone, cobblestone, durax, rubble, wood block, and iron slag or other pavements within the trade of the party of the second part.

2. The party of the first part also agrees that whenever they are engaged in doing any of the aforementioned classes of work they will call on the representatives of the party of the second part for the number and class of men they require to perform such work, either by mail or telephone, at least 24 hours prior to the commencement of laying said work.

3. \* \* \* Double time for all overtime and Sundays.

5. Eight hours to constitute a day's work for five days a week and four hours on Saturday.

6. Any employer subcontracting any portion of his work to any member or members of the party of the second part shall notify the representative of the party of the second part, giving the names of the person or persons to whom the work has been sublet. Any employer failing to do so after subletting his work will be considered as breaking his contract by the party of the second part, and the party of the second part may refuse to furnish men to said subcontractor or to the party of the first part.

7. This agreement to take effect April 1, 1926, and to remain in effect, except 90 days' notice to be given of changes by either party to this agreement.

## PAVING CUTTERS

The International Paving Cutters' Union of the United States and Canada consists of persons cutting stone paving blocks for street-paving use. The agreements are generally bills of prices, which vary according to the size of the block, the work being mainly piecework. The agreements are generally made for three years, provide for a union shop, a grievance committee, a 44-hour week, weekly payment of wages, and tools to be sharpened and kept in good order.

The following articles are taken from the agreement of Branch No. 17, Red Granite, Wis., May 1, 1926:

ARTICLE 2. Eight hours shall constitute a day's work, except that on Saturday not more than four hours may be worked.

ART. 4. Stone to be drilled into slabs not larger than 20 by 20 by 10 inches, placed convenient to paving cutter. Irregular slabs to be cut as directed by cutter according to superintendent's instructions.

ART. 6. Paving stock will be quarried as near to size as practical and rough stock to be bull-wedges and distributed if needed to prevent idleness, providing drillers are available.

Regular run of stock shall be supplied paving tracks, and stone shall not be taken from derricks operating for paving to such extent as to be detrimental to cutters.

No more cutters to be employed than can be kept at steady work.

ART. 7. Each cutter to have a berth with 16-foot front, which is to be kept reasonably clear of grout.

The company will furnish each cutter with a sufficient number of tools except hammers, and keep them and the cutters' hammers in good repair without charge.

ART. 9. It is understood that the paving cutters' union reserves the right to call its members out on strike at any time it is proven they are used to defeat the purpose of members on strike in this or other districts.

## POTTERS

The National Brotherhood of Operative Potters makes agreements with national bodies representing individual pottery manufacturers, frequently for a period of two years. The work is mainly piecework. The agreements are lengthy and consist mainly of scales, with explanatory clauses in connection. The following paragraphs are taken from the white granite and semiporcelain wage scale and size list made with the United States Potters Association, October 1, 1926:

### *Casting*

The term of apprenticeship for casters and the discounts applying to the various periods shall be identical with those established for pressers.

In determining the ratio of apprentices to which any firm is entitled the total number of pressers and casters shall be taken together, and in this feature shall be regarded as one and the same trade.

The ratio of apprentices established for pressing shall not be exceeded in the casting department as a separate unit.

At all times, either as apprentice or journeyman, the status of any individual shall be considered the same, both as a caster and as a presser, and he may be transferred from the one trade to the other, if mutually agreeable to himself and employer, without prejudice to his standing in either branch and at the same discount, if an apprentice, to which he is entitled in the other trade. In other words, anyone who has completed his term as a caster shall be considered as having completed his term as a presser and vice versa.

When an opening occurs on the casting bench for a beginner, and no apprentice presser on that shop is an applicant, a sticker-up who has served two years or more on that shop shall be given the preference.

#### *Dish making*

The number of apprentices at the dish-making trade shall be one apprentice to every three journeymen, or less, and shall serve five years, subject to the same discount as the apprentice presser.

The firm shall have the privilege of giving any article on the dish-making list to apprentice dish makers during the last two years of their service.

#### *Handling*

One apprentice shall be allowed for the first journeyman handler and one additional apprentice for every three additional journeymen.

When there is a vacancy for an apprentice handler the oldest boy in the handling shop in point of service shall, if competent, be given the preference. Every apprentice handler during the last 18 months of his apprenticeship shall be given an opportunity to handle all articles on the handling list made in that shop.

No handler after having served his full term of apprenticeship shall be discharged to make room for an apprentice.

#### *Jiggering*

In the employment of finishers by jiggermen the firm shall not require any discrimination solely on account of sex.

Where unusual conditions or inconveniences exist beyond the average, the jiggerman shall receive a percentage extra, the same to be fixed by the standing committee.

The finisher must use both hands every time a piece of ware is lifted or moved. On all 6-inch and up and on smaller pieces, when it is evident that damage is being done by the lifting with one hand, the firm may require that both hands be used.

Apprentice jiggermen may be employed in the following maximum ratio: One in a total of 5 jiggermen or less, 2 in 10, and 1 in each additional 5; the period of apprenticeship shall be two years and the price a discount of 5 per cent throughout the entire period from the established prices for jiggered work; in the selection of apprentices the employer shall give preference to competent jiggermen helpers who have been employed at his factory for not less than two years; should a scarcity of competent jiggermen exist, employer shall have the privilege of putting on jigger, at journeyman's wages, any journeyman in the clay department of his factory; no journeyman shall be discharged to make room for an apprentice.

#### *Kiln drawers—Men*

Time and one-half shall be allowed for a third kiln drawn by any crew in one day.

Time and one-half shall be allowed when a firm requires the drawing of a kiln on Sunday.

Time and one-half may be allowed by any firm after 5 o'clock when they can not procure a crew on regular time.

#### *Kiln work*

While the journeyman rate is paid to the apprentice during the third year, it is understood that his period of apprenticeship does not end until the expira-

tion of the third year, and he shall remain on that plant for the full three-year period, except in cases where the firm by which an apprentice is engaged shall shut down indefinitely, when he may complete his time with any other firm having a vacancy for a kiln man. Apprentice kiln men shall be required to serve 18 months at glost-kiln placing and 18 months at bisque-kiln placing whenever the change from one branch to the other can be made without the necessity of discharging a kiln man from the opposite crew. In shops where there are less than eight journeymen in the crew they shall be entitled to an apprentice.

When it becomes necessary to put on an apprentice he shall serve three years. The first week he shall be paid out of the office, after which he shall receive a day out of the kiln until he has served three months at the trade. If it becomes necessary to work after 5 o'clock he shall be paid extra.

#### *Pressing*

In the combined pressing and casting trades the proportion of apprentices shall not exceed one apprentice to five journeymen in any one firm, it being understood that no apprentice or journeyman shall be discharged in order to establish this ratio.

It is also agreed that when the manufacturer with a full quota of apprentices desires an additional presser, and is unable to obtain a competent journeyman after application to the secretary of the National Brotherhood of Operative Potters, he is at liberty to put on an extra apprentice beyond the established ratio.

It is also understood that there shall be no limitation upon the class of work that either journeymen or apprentice pressers shall do in any pottery where the foregoing ratio is established.

#### *Packing*

Nine hours shall constitute a day's work, with the exception of pay Saturday, which shall be eight hours.

Where a foreman packer is employed over a day-wage crew the wages of such foreman shall be adjusted between him and his employer.

An apprentice may be put on whenever it is not possible to secure a competent journeyman.

It is recommended that all firms provide comfortably heated packing sheds during the winter months, and that they provide a suitable shelter for protecting returned packages and their contents from the weather.

#### *Turning*

Any manufacturer who employs one or more journeyman turners may employ one apprentice turner; a second apprentice may be engaged where four journeymen are employed, and one additional apprentice may be put on for each three additional journeymen. When a manufacturer with the full quota of apprentices desires an additional turner and is unable to obtain a competent journeyman after application to the secretary of the National Brotherhood of Operative Potters, he is at liberty to put on an extra apprentice beyond the established ratio.

Every apprentice turner during the last 18 months of his apprenticeship shall be given the opportunity to turn all articles on the turning list made in that shop.

#### *Decorating kiln work*

Decorating kiln placers may demand an agreement with the individual firm by whom they are employed, establishing a starting time to govern that firm only, and where such an agreement exists the workmen may not be compelled to start at an earlier hour than said agreement specifies.

No decorating kiln placer shall be laid off to permit the making of extra time by the remaining members of the crew.

No experienced decorating kiln man shall be laid off to make room for a beginner.

Nine hours shall constitute a day for all day-wage workers excepting engineers, engineers' helpers, kiln firemen, watchmen, odd men, and such others as

must from necessity work longer hours. Eight hours shall constitute a day's work on pay Saturday. Lunch time shall be abolished for all day-wage workers. Since the time of dippers' helpers must be regulated by the time of the dippers who, as a rule, work by the piece, the dippers' helpers shall not be treated as day-wage workers under this clause.

#### *Rules governing apprentices*

Before any apprentice is started in any trade, even within the ratio established by the agreement, the employer shall make application to the National Brotherhood of Operative Potters' headquarters for a competent journeyman. If such journeyman is not supplied within 24 hours the employer may put on an apprentice, if within the established ratio for that trade.

RULE 2. An apprentice shall complete his apprenticeship under the firm with whom he started unless excused by them for valid reasons, and any time lost by said apprentice on his own account, such loss of time shall be made up to the firm, providing it amounts to 30 days or more.

RULE 4. Should an apprentice lose his position through no fault of his own, such, for instance, as a firm discontinuing business, or having no further work for such apprentice, he shall be allowed to accept a position in any pottery where a vacancy might occur, even though the full ratio of apprentices is already employed. And he shall be permitted to work at such pottery until he can be located in a position as apprentice. Such time shall count on his apprenticeship, providing he has his discharge papers approved by firm discontinuing his services.

RULE 7. In case of strike or lockout the provision of this agreement shall stand suspended until the termination of such strike or lockout, and any time that may be lost by said apprentice shall be fully made up by him.

RULE 8. \* \* \* When an extra apprentice is allowed to start in any branch of the trade and it is not necessary for a journeyman to make any sacrifice in teaching him, the oldest apprentice in that branch shall be paid at the journeyman rate for the balance of his apprenticeship period.

If at any time the adding of new apprentices in any branch of the trade works an apparent hardship to the workmen already employed therein, any petition from the National Brotherhood of Operative Potters setting forth such condition shall be given proper consideration by the United States Potters Association.

In calculating the ratio of apprentices in any branch of the trade all potteries under one management or ownership in any one city must be considered as one pottery; but where potteries under one management are located in different cities they shall be considered separately.

#### *Standing committee*

The standing committee, east and west, shall be appointed as heretofore, to adjust matters that can not be settled between the firm and employee. The standing committee shall meet at stated intervals of 30 days and all work in dispute shall be continued pending, and subject to the decision of the standing committee.

If at any time the members of the standing committee are unable to agree as to the merits of any case or proposition pending before them, they shall select a seventh or disinterested man, who shall have a vote on the merits of the case or proposition on which they have been unable to agree, and the result of the vote shall be accepted and the decision rendered as coming from the standing committee as a whole. The members of the standing committee may, according to their own judgment, resort to secret ballot in rendering their decision.

The National Brotherhood of Operative Potters recognizes the right of the manufacturer to require that all day-wage employees shall register time of beginning and quitting work on time clock, or other time-recording device, and of paying according to this record.

In the interpretation and application of the wage agreement and uniform scale, both sides shall recognize the intent to establish a fair day's wage for a fair day's work; they shall not insist upon technicalities where the opposite intent is clear, and when points arise not clearly and literally covered by the



list, they shall be decided upon merits, and shall not be governed by what the wage scale may specify for something similar. When any material change from that contemplated by the uniform scale is made in the method of doing any particular work, or of making any particular article, rendering such work more difficult or more simple, full allowance shall be made for said change either by an increase or by a decrease in the price, as the case may be.

#### *General rules and recommendations*

Manufacturers are requested when work is short to instruct foremen to divide work as equally as possible and not to prefer some men over others in the distribution.

No workman shall be charged for losses for which he is not responsible.

Adequate closets shall be provided separately for male and female employees, and they shall be kept in sanitary condition.

Double time shall be allowed for all labor required to be done on Christmas, July 4, and Labor Day, except to firemen, oddmen, and to others whose labor is necessary to maintain the orderly running of the plant and for the proper protection of plant and property.

When prior to the expiration of a wage agreement the National Brotherhood of Operative Potters desires to propose amendments to be embodied in the new agreement, such amendments shall be submitted to the United States Potters Association as nearly as may be feasible 60 days prior to the meeting of the joint conference committee, and the United States Potters Association shall submit its amendments as nearly as may be possible 30 days in advance of said meeting.

No workman shall be discharged or discriminated against for refusing to work on Sunday in those departments where it is not customary to work regularly on Sundays.

Ware accidentally broken in stove rooms, stilliards, or green room shall be picked up by the workman responsible at the time the accident occurs.

Each workman shall empty his cutting or scrap box into the chute before it overflows and see to it that all clay scraps are placed in the chute, not thrown at it.

While it is understood that workmen are not expected to take a broom and sweep out from underneath their benches into the aisles, yet it is also most thoroughly understood that they must not let any clay scraps or refuse of any kind gather under or around their places of work. The sweeper is expected to brush from underneath their places only the ordinary dust that will collect, and not refuse that the workman, through carelessness, permits to collect.

The firm shall assume the expense of sweeping the shops; sweeping to be done at times when most convenient, with due consideration being given to the welfare of the employees. The firm shall also assume the expense of sweeping stove rooms, under stilliards, and under benches; such sweeping is not to be considered part of the regular sweeping but it is to be done periodically, as necessity requires.

#### *Discharge agreement*

That any workman may resign his position by filing in writing with the proper representative of his firm a notice of resignation and by working out the full two weeks, but he must actually work for said two weeks and not loaf, without reasonable excuse, unless otherwise mutually satisfactory to both workman and employer. If these conditions have been fulfilled, the said workman shall receive at the end of two weeks a "discharge" signed by his employer or proper representative.

That any employer may discharge any workman by serving said workman with a two weeks' notice of discharge and by giving said workman his usual employment during those two weeks and a "discharge" at the end of that period.

That the workman may resign without notice and demand a "discharge," in case he has been subjected to unfair or abusive treatment by his employer, or in case his employer has violated any provision of the wage agreement in dealing with that particular workman. In case the employer refuses to grant the "discharge," the workman may appeal to the "discharge committee" hereinafter provided for.

## PRINTING TRADES

The International Typographical Union formerly included all engaged in the printing trades. By degrees, however, the various crafts of the trade organized independently. In 1894 the unions of pressmen and bookbinders were formally recognized, in 1902 the stereotypers and electrotypers, and in 1903 the photo-engravers. This accounts for the similarity of all the agreements in this group.

### ALLIED PRINTING TRADES COUNCIL

The Allied Printing Trades Council is a delegated body representing the unions whose members are distinctively connected with the printing business. The only agreement entered into is for the use of the union label. A copy of the form in use in 1923 was printed in Bulletin No. 393 (pp. 83, 84).

### BOOKBINDERS

The International Brotherhood of Bookbinders consists of bookbinders, paper rulers, paper cutters, edge gilders, marblers, folding-machine operators, and bindery women. As a rule there is only 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. Extracts from the two-year agreement of Local No. 4 with the Typothetae of Washington, D. C. (Inc.), Closed Shop Division, from April, 1926, to April 30, 1928, follow:

Witnesseth, that the parties hereto, for the purpose of preventing misunderstanding between themselves and the members of the two organizations and to provide a means for the settlement of any differences which may arise, hereby agree to the following:

SECTION 1. First. (a) That the parties hereto will settle any and all differences affecting wages, 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:

(b) Should either party have a grievance, the same shall be presented immediately in writing to the other party for conciliation by accredited representative or representatives of each party; said conciliators shall meet to consider said grievances within 48 hours after the filing of same; if an understanding can not be reached within 10 full business days after the grievance has been presented, then the settlement of said grievance shall be left to a board of arbitration.

(c) This board shall consist of five members, two of whom shall be chosen by Journeymen Bookbinders' Union No. 4, two by the Typothetae of Washington, D. C. (Inc.), Closed Shop Division, 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 Journeymen Bookbinders' Union No. 4, nor of the Typothetae of Washington, D. C. (Inc.), Closed Shop Division.

(d) Testimony in 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 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 decisions of the board of arbitration shall not be governed by strict legal rule, but may be based on any logical evidence which to the board may seem to have probative value. Said 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; 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 dispute which are incurred by direction of the board of arbitration shall be borne equally by the parties to this agreement.

Fourth. That the members of the Typothetae of Washington, D. C. (Inc.), Closed Shop Division, will employ in their bindery sections none but members of Journeymen Bookbinders' Union No. 4 to do any mechanical work that is mutually agreed comes under the jurisdiction of said union; that no work that comes under the jurisdiction of Journeymen Bookbinders' Union No. 4 shall be done in the bindery sections of the Typothetae of Washington, D. C. (Inc.). Closed Shop Division, for any person or firm that becomes involved in a strike or lockout with said union: *Provided*, That in each particular case protest is made to the Typothetae of Washington, D. C. (Inc.), Closed Shop Division, by the executive committee of Journeymen Bookbinders' Union No. 4.

Sixth. That Journeymen Bookbinders' Union No. 4 shall not engage in any walkout, strike, or other form of concerted interference over which it has control affecting the offices of the Typothetae of Washington, D. C. (Inc.), Closed Shop Division; that the Typothetae of Washington, D. C. (Inc.), Closed Shop Division, shall not engage in any lockout against the members of Journeymen Bookbinders' Union No. 4; that the Typothetae of Washington, D. C. (Inc.), Closed Shop Division, 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.

Sec. 5. Night force shall receive \$2 per week above the regular day scale on the basis of five nights per week of 44 hours.

Sec. 6. Forty-four hours per week days and 44 hours per week nights shall be recognized as work hours per week from date of this contract, such work to be performed between the hours of 7 a. m. and 6 p. m. for daywork, and between 4.30 p. m. and 6 a. m. for nightwork.

Sec. 8. All time in excess of a regular maximum shift shall be overtime. All work before or after regular working hours of an established shift shall be considered overtime, except where such work is casual employment, when it shall be paid for at its proper classification.

Sec. 10. That when the employees of a regular night force work on the eve of a holiday, they shall receive single time for that night, but if they are required to work on the night of the holiday itself, they shall receive one-half advance for that night.

Sec. 14. That no employee be given less than a half day's work after starting the day, except in the case of discharge.

Sec. 15. That services performed by any employee in the interest of the union shall not be the cause for discharge or discrimination.

Sec. 18. One apprentice is allowed for one to four journeymen, and one additional apprentice for every four additional journeymen or fraction thereof who are regularly employed.

Sec. 19. An apprentice must serve four successive years, and must be registered with Local No. 4 by employing firm, giving day, month, and year of starting apprenticeship, to insure protection of apprentice and firm alike.

Sec. 20. An apprentice can not be registered under 16 years of age (no credit being allowed for time served before that age), and can not become a journeyman until he reaches his twentieth birthday. At the conclusion of six months' service the foreman and chairman, after securing the opinion and decision of the employer, shall certify to the committee on apprentices as to the fitness (physical, mental, and educational) and adaptability of the apprentice for the trade. The same procedure shall be followed at the conclusion of each year of apprenticeship, but should the apprentice not qualify at the expiration of his four years of apprenticeship he may be allowed an extension of time, to be agreed upon by Local No. 4 and the employing firm, for special instruction.

Sec. 21. An apprentice should complete his time with the firm with which he starts to learn his trade, but may leave said firm by mutual consent only to complete his apprenticeship elsewhere.

A few sections taken from the March 23, 1926, agreement of Bindery Women's Local No. 100 with the Employing Printers' Association of Columbus, Ohio, follow:

That 44 hours shall constitute a week's work. Such work to be performed between the hours of 7 a. m. and 6 p. m. for daywork and between 4.40 p. m. and 6 a. m. for nightwork.

In case of a strike in a union shop, members of this union shall not perform any work received from or destined for such shop during the continuance of such strike.

All time worked in excess of the hours specified by this contract—namely, 44 hours—shall be price and one-half.

All holidays and Sundays shall be price and one-half.

The members of the party of the second part agree to furnish journeywomen members and apprentices to work for the wages and comply with the working conditions enumerated herein during the term of this agreement.

It is mutually understood and agreed by and between the parties hereto that the members of the party of the first part, acting individually or in concert, will not institute any lockout, nor will the members of the party of the second part, acting individually or in concert, institute any strike or boycott during the term of this agreement.

### COMPOSITORS, PROOF READERS, ETC.

The International Typographical Union of North America comprises printers, proof readers, machine tenders, and mailers. There is but one English-speaking union in a town. In a few large cities there are locals consisting of persons setting type in foreign languages, and there are also a few locals of mailers. Generally a local makes two agreements—newspaper and book and job. These agreements are made with individuals or groups, at different times, and often for different periods of time. In smaller towns the agreements are often printed together, but generally they are printed separately. Their contents are similar, those in the larger cities being more detailed than those in the smaller. They are generally lengthy and provide for a variety of matters—a union shop, generally a 44-hour week in the job trade and 48-hour week in the newspaper, overtime provisions, an apprenticeship system, an arbitration plan, and a higher rate for nightwork than for daywork. They are frequently made for a period of three or more years.

A copy of a blank form of contract prepared by the international union and used by many locals was printed in Bulletin No. 393 (pp. 87-89). Attached to this agreement is a scale of prices prepared by the locals using it. The international union also prints a longer form of contract in which the scale of wages and hours appears in a detailed manner. The apprenticeship and miscellaneous provisions in the latter, which are repeated in most agreements, were printed in Bulletin No. 419 (pp. 105-107).

Extracts from the newspaper agreement of Local No. 16 with the Chicago Local American Newspaper Publishers' Association, effective May 22, 1926, to May 22, 1929, are here given:

**PARAGRAPH 1.** The employer shall employ members of the union in good standing to do the work of its composing rooms. The union shall furnish a sufficient number of journeymen printers to perform the work of the employer required to be done under the terms of this agreement.

**PAR. 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.

PAR. 4. 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 employer which are in conflict with the provisions of this agreement. The employer shall not be bound by the constitution, by-laws, resolutions, rules, or regulations of the union which are in conflict with the provisions of this agreement. Each party, however, recognizes the right of the other to adopt laws and regulations of any character for the government of its own members.

PAR. 5. This agreement shall continue in full force and effect for a period of three years from May 22, 1926, until midnight May 21, 1929. Four months in advance of the expiration of the three-year term hereof either party may give the other notice in writing of its intention to open negotiations; provided that such written notice shall be delivered by the one party to the other on or before the 22d day of January, 1929. A conference between the two contracting parties shall be held within 10 days from date of such notice and negotiations shall be begun, which negotiations shall be of a continuous character (except through unavoidable delay) until finally concluded. Nothing herein shall be construed as obligating either party hereto to arbitrate differences respecting an agreement to be effective after the expiration date of this agreement.

PAR. 6. The language and spirit of this agreement guarantee the prompt and faithful performance by the union of all service required, and with the complement of men determined by the foreman, and guarantee on the part of the employer prompt performance of all obligations imposed by the terms of this agreement, all without waiting for the consideration or adjustment of any differences of opinion respecting the rights of either party. It is recognized that it is imperatively obligatory upon both parties whenever any difference of opinion as to the rights of either under the agreement shall arise, or whenever any dispute as to the construction of the agreement or any of its provisions takes place, at once to appeal to the duly constituted authorities under this agreement, to the end that fruitless controversies shall be avoided, good feeling and harmonious relations be maintained, and the prosecution of the business in which the parties have a community of interest be assured without strike, lockout, diminution or interruption of any kind.

PAR. 7. The foreman shall determine the number of men to be employed in any capacity in the work of the composing room. The foreman shall establish the minimum number of regular situations to meet office requirements and shall not select such force from day to day.

PAR. 8. The foreman shall be the judge of a man's competency as a workman and of his general fitness to work in the office.

PAR. 9. The foreman shall have the right to employ help, and may discharge (1) for incompetency, (2) for neglect of duty, (3) for violation of office rules (which shall be conspicuously posted), and (4) to decrease the force, such decrease to be accomplished by discharging first the person or persons last employed, either as regular employees or as extra employees, as the exigencies of the matter may require. Should there be an increase in the force, competent employees displaced by prior reduction shall be reinstated in the reverse order in which they were discharged before other help may be employed. Upon demand, the foreman shall give the reason for discharge in writing. Persons considered capable as substitutes by foreman shall be deemed competent to fill regular situations, and the substitute oldest in continuous service shall have prior right in the filling of the first vacancy. The provisions of the written decision of the parties dated June 1, 1925, shall control the disposition of extra work. This section shall apply to incoming as well as outgoing foremen.

PAR. 10. No foreman shall be subject to fine, discipline, or expulsion by the union for any act in the performance of his duties as foreman when such action is authorized by this agreement and scale.

PAR. 11. The union reserves the right to refuse to execute all work received from or destined for struck offices or "unfair" employers or publications;

provided, that nothing herein contained shall authorize members of the union to refuse to handle type or plate matter to be used in the news or advertising columns of the newspapers of the publishers who are parties to this contract.

PAR. 12. The loaning, borrowing, purchase, or sale of news matter in type, linotype, matrix, or plate form, or of miscellaneous matter or cuts in such form between the newspapers represented in this agreement shall not be permitted. This paragraph shall not be construed as prohibiting the exchange of matter of any kind between two or more papers under one management when said papers are owned by the same person or company and printed in and published from the same office.

The loaning, borrowing, exchange, purchase, or sale of matter or matrices or cuts of advertisements by the different newspaper offices shall not be permitted, except that where matrices of advertisements are furnished by one local newspaper to another the text shall be reproduced within one week from the time of publication as nearly like the original as possible, made up, read, and corrected, proofs being submitted to the chairman for inspection, who shall also keep a record of all such matrices used from day to day: Provided, however, that nothing herein shall be construed as preventing the loaning and borrowing of matter and matrices by a newspaper which is a party to this agreement on occasions of extraordinary emergency, such as fire, explosion, cyclone, or other unforeseen disaster, including the pi of a form or forms at a late hour, when it shall be permitted without penalty; and provided further, that this paragraph shall not be construed as changing in any manner the present custom in regard to the acceptance and use by newspapers of plates, cuts, and matrices of advertisements of establishments located outside of Chicago or of Chicago advertisers not properly considered merely local advertisers.

PAR. 14. SEC. 1. Foremen shall exercise due care in selecting apprentices and shall require that a candidate for apprenticeship must possess the following qualifications:

(a) For daywork, not under 16 years of age; for nightwork, not under 18 years of age;

(b) Graduate of the common schools of the United States or Canada or of schools of equal merit, preference being given to graduate of high schools;

(c) He shall be sound physically and in good health;

(d) Apprentices shall register with the union.

SEC. 2. The proportion of apprentices to regular journeymen shall be as follows: For 10 journeymen or less, 1 apprentice; for every additional 10 or fractional part thereof, 1 apprentice—the average number of men employed to be the basis; but no office shall have more than 8 apprentices at one time (not including machine tender's apprentices): *Provided*, That morning papers employing a day shift and afternoon papers employing a night shift shall be entitled to two extra apprentices. One machine tender's apprentice may be employed in each composing room, who shall not be included in the allotment of apprentices above specified.

SEC. 3. 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 the probationary apprentice. If at any time thereafter during the term of apprenticeship any apprentice shall not have shown suitable proficiency in the judgment of the foreman, he may be discharged: *Provided, however*, That such discharge may be contested in the same method as that provided herein for contesting the discharge of journeymen.

SEC. 4. It is the intention of the parties that all apprentices shall be given an opportunity to work in every department of the composing room. In the first year the apprentice may be assigned by the foreman to general work in the composing room. In the second and third years the apprentice shall be employed at least 50 per cent of his time at hand composition and distribution. In the fourth year the apprentice shall be employed full time at hand composition, distribution, and make-up. In the fifth year the apprentice shall be employed full time at floor work, provided that apprentices who have completed the course of lessons in printing herein referred to by the end of the fourth year may be employed exclusively at work on typesetting machines in use in the office. The machinist apprentice shall be allowed to do any machinist's work assigned to him by the machinist in charge, which work shall fully embrace everything a machinist may be called upon to do.

SEC. 6. The scale of wages for apprentices shall be as follows: First year, 25 per cent of the scale for journeymen; second year, 30 per cent of the scale

for journeymen; third year, 40 per cent of the scale for journeymen; fourth year, 60 per cent of the scale for journeymen; fifth year, 80 per cent of the scale for journeymen.

As a matter of convenience, the nearest 50 cent figure shall be employed in computing the apprentices' scale.

SEC. 7. Apprentices shall not be required to work overtime, or more than six days or nights in any one week.

SEC. 8. Office boys (not apprentices) shall be allowed to work on news proof presses, but shall not be allowed to do any other work in the composing room.

PAR. 15. (c) When it becomes evident there is disagreement as to interpretation or enforcement of the terms of this agreement, the president of the aggrieved party shall address the president of the other party in writing, clearly setting forth the matters in question. An issue is then raised.

(d) The two presidents or their authorized representatives shall meet within two days from the receipt of the letter in subparagraph (c) referred to and shall reach an agreement within five days thereafter. If they shall agree, their decision shall be final and binding.

(e) If they shall fail to agree within five days, within two days thereafter they shall agree on an arbitrator to whom the dispute shall be immediately referred and whose decision shall be made within three days thereafter. Witnesses may be called by the arbitrator or not, as he shall determine.

(f) In the event the two presidents can not agree on an arbitrator within the two days above specified, he shall be chosen in the following manner:

Each president shall present to the other a list of five names. Each shall select one name from the other's list. From these two names, the arbitrator shall be chosen by lot. If for any reason the person chosen fails to act, the procedure shall be repeated.

#### *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. The employer guarantees to employees working on the bonus basis on typesetting machines seven hours' work per day.

SEC. 2. Daywork shall be between the hours of 7 a. m. and 6 p. m. Nightwork shall be between the hours of 6 p. m. and 7 a. m.

SEC. 5. Work performed within the day hours shall be paid for at the day rate; work performed within the night hours shall be paid for at the night rate; excepting that where a working shift falls partly in the night hours and partly in the day hours more than two days in any one week, employees shall be paid the night rate for the work done in such week. Where a working shift falls partly in the night hours and partly in the day hours two days or less in any one week, employees shall be paid the overtime rate on the day scale for the work done in the night hours: *Provided*, That where employees work one full night in any one week they shall be paid the night rate for the work done in such week. This rule shall apply to extras as well as to regular employees.

SEC. 6. When 5½ hours of the time worked by any man commencing work before 12 o'clock midnight, or more than one hour of the time worked by any man commencing work after 12 o'clock midnight, fall between 12 o'clock midnight and 6 o'clock a. m., his day's work shall consist of 6½ 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 6½ hours.

SEC. 14. No member shall be required to hold a situation of more than six days or six nights. When required to work on their regular off day or off night, members shall receive price and one-half for all such time worked.

Several sections showing matters not mentioned in the preceding extracts or varying from them appear in the following selection made from the newspaper agreement of Local No. 6, New York City, July 1, 1926, to June 30, 1929:

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.

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.

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.

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. In the event of a charge that a foreman is showing discrimination in this connection, this will be considered a grievance, and it will be the duty of the chairman to immediately take same up with the foreman, and on failing to get a satisfactory adjustment with him, shall report the matter to the officers of the union, who shall take the matter up with the management.

16. Extras may be put on in machine offices, either day or night, and may be put on at one hiring or separate daily hirings for not to exceed three days or nights in any one week if others are available. When in accordance with the above an extra is hired for more than one day or night he must, if he fails to work for the period for which he is engaged, supply a substitute. In hiring extras the publisher shall select such extras from the priority list (not necessarily in order of priority), if extras from such list are available. Extras shall receive for each day or night 50 cents in addition to the regular scale.

18. Payment of wages shall be made weekly in cash not later than 48 hours after the close of the fiscal week: *Provided*, That such payment may be made by check under the State law if a majority referendum vote of a chapel approve.

22. No "sub" shall be allowed to fill a situation and work as extra on morning or evening newspapers on the same day.

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.

30. Foreman shall not select or designate a substitute. The regular or substitute shall be the person to select his own substitute, and shall in no way be responsible for the work performed by the same, but no foreman shall be compelled to accept a substitute who is incompetent or otherwise incapacitated, and if the regular's or substitute's selection should fail to appear on time or should be incapacitated, the foreman shall direct the chairman to select or designate another substitute. A substitute selected according to the foregoing provisions shall receive a regular day's pay, otherwise 50 cents additional as an extra.

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.

35. No departments shall be recognized, except by agreement between the office and the chapel, but in no case shall a foreman transfer a person to a department he is not familiar with and then declare him incompetent. When departments are not recognized by agreement with the local union, no employee shall be discharged to reduce the force or for incompetency while there is work in the office he is competent to do, and to which his priority entitles him: *Provided*, That any member demanding transfer to another department under this section shall be required to designate the class of work which he is competent to do, and having demanded and accepted such transfer he shall



not be exempt from discharge for incompetency in the department in which he has declared his competency.

47. No regular shall be entitled to name a substitute for a continuous period of more than 90 days without the written consent of the foreman, and on the ninety-first day of such continuous absence without the written consent of the foreman, the situation shall be declared vacant. Returning to work on the ninety-first day and working for a period of more than 15 regular working-days in each calendar month of the three consecutive months immediately following his absence shall relieve the member from the imposition of the penalty for extended absence. Any disagreement regarding the application of the above shall be referred to the conference committee under the terms named in section 42.

56. No machine tender on typesetting or type-casting machines holding a regular situation in an office will be permitted to attend to the repairs on machines in any office other than the situation in which he is employed, except in case of emergency, all such cases to be reported to the chairman and to the president of the branch as soon as possible.

73. In their second, third, and fourth year 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, and the foreman or his representative shall not interfere with the attendance of the apprentice at the School for Printers' Apprentices on his stipulated days or nights for attending same.

74. All apprentices in their fifth year, on the day shift, shall attend the school for machine instruction one afternoon each week. If employed on the night shift, they shall attend the school for machine instruction one night each week. In both cases time shall be paid for by the publisher. In addition they shall be required to go one afternoon or night each week on their own time, and the foreman or his representative shall not interfere with the attendance of the apprentices at the school for machine instruction on their stipulated days or nights for attending same. Such attendance to be devoted to the study of machines only and the instruction to be given by union instructors. The publishers to arrange, if able, for the place and means of instruction at either the Mergenthaler or the Intertype plant.

75. Each apprentice, on whatever shift he may be employed, on the day on which he attends school on office time shall be allowed two hours plus the time necessary to wash up, dress, and travel between the office where he is employed and the school.

76. 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 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.

77. 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	Per payment
Second-year apprenticeship-----	\$15	or \$1.88
Third-year apprenticeship-----	18	or 2.25
Fourth-year apprenticeship-----	22	or 2.75
Fifth-year apprenticeship-----	30	or 3.75

81. Office boys (not apprentices) will be allowed to work proof presses, carry proofs and copy, type on galleys, and sort and put away leads, rules, and slugs, but shall not be allowed to handle type, proofs, copy, or any printing material in any other manner whatever.

The following sections are taken from the three-year newspaper agreement of Local No. 101, Washington, D. C., November 11, 1926:

SECTION 2. \* \* \* Any member of the union who, by reason of advanced years or other cause, may not be capable of producing an average amount of work, may be employed at a lower scale than provided under the wage scale of the

contract, and such scale shall be determined by the publisher and the president of the union.

SEC. 4. \* \* \* In the event that an afternoon newspaper is published on New Year's Day, Washington's Birthday, Decoration Day, July 4, Labor Day, Thanksgiving Day, or Christmas Day, five hours shall constitute a day's work on said days. All work in excess of seven hours on said holidays shall be paid for at price and one-half of the day rate. Publishers shall not be required to pay wages for legal holidays unless work is actually performed.

If any office so desires, there shall be allowed not to exceed four hours each week, at single price; provided, that no day shall exceed eight hours.

It is further agreed that on November 11, 1927, the leeway shall be reduced to three hours each week, and on November 11, 1928, reduced to two hours each week.

SEC. 6. The foreman shall be the judge of the man's competency as a workman and his general fitness to do the work in the office. He shall give out such minimum number of situations as are needed to meet office requirements. If the chapel have a grievance against the foreman (other than the interpretation of union laws), it shall first refer it to the publisher or manager of the newspaper, and if the difference is not satisfactorily settled the chapel shall then refer its grievance to the business committee of the union for settlement. Nothing herein shall be construed as preventing the union, in a case where the chapel refuses to sustain or to present the grievance of the individual, from taking the matter up and passing upon it; provided, that any questions hereafter arising between the union and the publisher or publishers which can not be amicably settled by a joint committee representing the two bodies shall be submitted to a board of arbitration as provided by the agreements made between them in May and December, 1886.

SEC. 8. In addition to the use of foreign plates or matrices of foreign advertisements (whose status shall not be affected by the use of local addresses in connection therewith) and comic sections without being reset, each newspaper may use in any week the equivalent to four pages of news or feature matter in the form of matrices or printed pages or supplement without resetting. All type matter in local mats or plates when furnished the office instead of copy shall be reproduced within three working-days of publication, after which time it shall be considered as having been reset. No overtime shall be worked in the reproduction of mats or plates; provided, that in case of extraordinary emergency, such as fires, explosions, and other unforeseen conditions, this time limit shall not apply.

#### *Newspaper apprentices*

SECTION 1. In newspaper offices printer apprentices may be employed in the ratio of 1 to each 10 journeymen or majority fraction thereof.

SEC. 3. Six days of seven hours shall be considered a week's work, overtime to be paid for at price and one-half, quotas to be observed at all time.

The following provisions are taken from a five-year newspaper agreement of Local No. 165, Worcester, Mass., effective March 1, 1926:

SECTION 11. \* \* \*. Forty-eight hours shall constitute a week's work. Eight hours shall constitute a night's work or a day's work. All hours over eight in one night or in one day shall be counted as overtime.

SEC. 16. \* \* \*. Assistant machine tenders of two years' experience shall receive not less than 65 per cent of the scale. After five years' experience they shall be classed as journeymen and shall receive the regular time scale.

SEC. 18. \* \* \*. The workday on Labor Day shall consist of six hours, exclusive of one and one-half hours to be taken out between 8.50 and 10.20 a. m. to provide for the Labor Day parade, and shall be paid for at the overtime rate.

SEC. 21. In offices introducing or operating typesetting machines, no person shall be eligible as an operator who is not a journeyman printer and a member of the typographical union and apprentices. His term of apprenticeship shall be for six months and his compensation 65 per cent of the scale per week during the first three months and 70 per cent of the scale per week during the second three months.

SEC. 23. All chapel meetings shall be held outside of working hours except in cases of extreme emergency. In such cases the meetings of the chapel shall not delay the publication of the current issue, and such time in excess of 10 minutes shall afterwards be made up.

SEC. 24. Employees who do not report when time is called shall be subject to dismissal at option of the foreman. When a regular man does not report or have a competent substitute ready within 10 minutes after the hour for beginning work the chairman shall put a competent substitute in his place.

SEC. 26. No employee who has been discharged from the office for cause shall be eligible to sub, except at the option of the foreman. The foreman of the composing room shall select, supervise, and control all the employees connected with the same, and all journeymen and apprentices shall perform such work as the foreman may direct.

SEC. 35. The publisher shall be entitled to 1 apprentice for each 5 journeymen or fraction thereof employed in the office, but not more than 4 apprentices shall be employed in any one office unless the regular force shall amount to 50 men, in which case 2 more shall be allowed, except that in the case of a publisher of two or more distinct papers the publisher shall be entitled to 1 apprentice for each 5 journeymen or fraction thereof on both day and night shifts, but not more than 4 apprentices shall be employed on either shift unless the regular force of either shift shall amount to 50 men, in which case 2 more shall be allowed.

The following sections are taken from the three-year agreement of Local No. 12, Baltimore, with the newspaper publishers, effective January 1, 1926:

4. A day's work shall consist of not more than  $7\frac{1}{2}$  consecutive hours, exclusive of not more than 15 minutes for lunch. All work in excess of  $7\frac{1}{2}$  hours a day shall be classed as overtime and shall be paid for at the rate of price and one-half, based on the hourly wage paid.

5. No member of the union shall be required or permitted to hold a situation of more than six days or six nights, or a combination of days and nights equivalent to six, in one financial week unless the union is unable to furnish the required number of men demanded by the employer or his representative. When members are required to work more than six days a week such additional days shall be paid for at the overtime rate.

7. The foreman may order separate shifts to report for work at different hours: *Provided*, That when men are ordered to report later than 9 p. m. they shall be paid 75 cents extra for the night's work.

8. None but journeymen members of the union shall be employed as learners on typesetting machines.

14. Members of the union holding situations at the time of the adoption of this scale shall be deemed competent and may not be discharged for incompetency.

18. The laws of Baltimore Typographical Union No. 12 and of the International Typographical Union in effect at the time this scale of wages becomes enforceable shall be a part of this scale of wages.

19. Daily newspaper composing rooms employing 25 or fewer journeymen regularly six days a week shall be entitled to 2 apprentices, and 1 additional apprentice for each 12 additional journeymen employed up to 175; but no newspaper composing room shall be entitled to more than 15 apprentices.

Agreements with job and commercial houses are generally short. Extracts from the agreement of Local No. 58, Portland, Oreg., October 4, 1926, to September 30, 1928, are here given:

Witnesseth, that from and after October 4, 1926, and for a term of two years ending September 30, 1928, and for such reasonable time thereafter 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 none but mechanics and workmen who are members of the said Typographical Union No. 58, and agrees to respect and observe the conditions imposed by the constitution, by-laws, and scale of prices of the aforesaid organization, and also the constitution and by-laws of the International Typographical Union of North America, copies of which are hereto attached and made a part of this agreement.

And it is further agreed that the 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 conflict with the terms of the scale and rules set forth in this agreement.

A standing committee of two representatives of the party of the first part, and a like standing committee of two representatives of 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 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 clause of the agreement, or alleged violation thereof, which can not be settled otherwise, and such joint committee shall meet within five days 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 the committee shall call in a fifth or disinterested party, whose decision shall be final and binding on both parties; provided, that local union laws not affecting wages, hours or working conditions and the laws of the International Typographical Union shall not be subject to arbitration.

The said Typographical Union No. 58, party of the second part, hereby reserves to its members the right to refuse to execute all struck work received from or destined for unfair employers or publications.

SECTION 3. Members working more than eight hours in any one day or more than four hours on Saturday shall be paid at the rate of time and one-half, based on the hourly wage paid, for such additional hours or fractional parts thereof; provided, that all overtime after midnight shall be paid for at the rate of double time.

SEC. 4. Separate forces may be employed at night, \* \* \* 7 hours and 20 minutes, exclusive of lunch time, to constitute a night's work.

SEC. 5. Members working more than 7 hours and 20 minutes in any one night shall be paid at the rate of time and one-half, based on the hourly wage paid, for such additional hours or fractional parts thereof. After 6 hours overtime the rate shall be double time for such additional hours or fractional parts thereof.

SEC. 6. Foremen shall receive not less than one dollar per day more than the rate paid to journeymen. Compositors performing the work customarily appertaining to foremen shall be considered as foremen, provided, however, this provision shall not apply to work executed by compositors under the supervision of the foreman \* \* \*.

SEC. 7. Foremen working overtime on any work which sets aside the rights of the members and is not of a clerical nature or that usual to the position of foremen, shall receive price and one-half for all such time worked, based on the foreman's scale. Proof reading shall not be considered as clerical work.

SEC. 10. On the day or night shift price and one-half shall be paid for work done on Sundays, New Year's Day, Christmas Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day, or other days observed as such.

SEC. 11. No piecework shall be done in book and job offices or on weekly newspapers.

SEC. 13. Each office regularly employing one journeyman, aside from the proprietor, shall be entitled to one apprentice; provided, said journeyman shall be employed full time. In offices regularly employing four or more journeymen, aside from the proprietor, full time, two apprentices may be employed, provided one is an apprentice member of the union. In no case shall more than two apprentices be employed in any office.

SEC. 14. Beginning with the third year apprentices shall be enrolled in and complete the International Typographical Union course of lessons in printing before being admitted as journeyman members of the union. They shall pay to the secretary-treasurer of the local union having jurisdiction the sum of \$5, which shall constitute the first payment on the International Typographical Union lessons in printing. Thereafter they shall pay to the secretary-treasurer of Multnomah Typographical Union, No. 58, the sum of \$1 for 20 weeks. During the last six months of the last year of apprenticeship the apprentice shall be permitted to learn the operation of typesetting and type-casting machines and must be given opportunity to acquire knowledge of all classes of work on such machines.

SEC. 16. Payment of wages shall be made weekly, not later than 48 hours after the close of the fiscal week, and not more than 7 days shall elapse between pay days.

SEC. 17. Each and every member of Multnomah Typographical Union, No. 58, must refuse to perform any work whatsoever in an office which has not paid wages in full for previous week's work, as hereinbefore stipulated; said prohibition to remain on said office until all members of Multnomah Typographical Union, No. 58, have been so paid.

SEC. 21. Office or errand boys (not registered apprentices) are prohibited from setting or distributing type, putting away leads and slugs, breaking up forms, correcting proofs, proving galleys, or lifting matter in or out of forms.

SEC. 22. In no instance shall an apprentice be allowed to work overtime unless one or more of the regular force, other than the foreman, shall be so employed. In offices employing four or more journeymen (aside from the proprietor) overtime, two apprentices may be employed at the overtime rate. Overtime conditions governing journeymen shall apply to apprentices.

SEC. 25. Apprentices must be regularly employed, if employed at all, and not laid off on regular working-days, unless by request of the apprentice.

SEC. 26. The interchanging, exchanging, borrowing, lending, or buying of matter previously used, either in the form of type or matrices, between newspapers, between job offices, or between newspapers and job offices, or vice versa, not owned by the same individual, firm, or corporation, and published in the same establishment, is unlawful and shall not be allowed, unless such type or matrices are reset as nearly like the original as possible, made up, read, and corrected and a proof submitted to the chairman of the office. Transfer of matter between a newspaper office and a job office, or a job office and a newspaper office, where conducted as separate institutions and from separate composing rooms, owned by the same individual, firm, or corporation, is not permissible unless such matter is reset as nearly like the original as possible, made up, read, and corrected and a proof submitted to the chairman of the office; provided, that where an interchange of matter from an English publication to a foreign-language publication, or vice versa, is desired, under the provisions of this section, such exchange shall be regulated by agreement between the employer and the local unions interested. The time limit within which borrowed or purchased matter or matrices are to be reset shall be four days from date of use.

SEC. 28. No member shall be employed for less than one full day, which, on the day shift shall consist of not less than eight hours each for the first five days in the week and four hours on Saturday. Seven hours and twenty minutes shall constitute a night's work on the first night shift. The third or "lobster" shift, shall consist of seven hours.

SEC. 29. Price and one-half shall be paid for all overtime, based on the hourly wage paid.

SEC. 31. On the day shift price and one-half shall be paid for work on Sundays, New Year's Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving, and Christmas, or for days observed as such. On the night shift price and one-half shall be paid for work on Labor Day night, Thanksgiving night, and Christmas night.

Mailers who count, label, wrap, insert, tie, fold, sort, route, cut, paste, and mark papers and wrappers often form locals connected with typographical unions. The following extracts are from the agreement of Mailers' Union No. 6, of New York, effective August 23, 1926, to July 1, 1929:

ARTICLE I, SECTION 2. Superintendents and foremen of mailing and delivery departments shall be members of Mailers' Union No. 6 and shall supervise and attend to all work as specified in preceding section.

SEC. 3. Mailers' Union No. 6, whenever called upon, shall supply the office with competent, experienced, and satisfactory men; and, if the union shall fail or neglect to supply such help in ample time to prevent delay on the issue of the paper, after such demand shall have been made upon it, it shall be proper for the office making such demand to secure such help from any other source possible and retain such help permanently in its employ, provided such help shall be eligible and shall immediately make application to become a member of Mailers' Union No. 6.

SEC. 4. Members of Mailers' Union No. 6 employed in mailing publications other than those owned or published by the same office shall be entitled to an extra day's or night's pay.

ART. II, SEC. 2. Forty-four hours shall constitute a week's work for all regular men.

Seven consecutive hours, or any part thereof, shall constitute a night's work, except on Friday and Saturday nights, when eight consecutive hours, or any part thereof, shall constitute a night's work. The hours for night work shall be between 9 p. m. and 8 a. m. on all nights except Friday and Saturday nights, when the starting time shall be between 5 p. m. and 12 midnight.

ART. III, SEC. 2. Forty-eight hours shall constitute a week's work for all regular men.

Eight consecutive hours, or any part thereof, shall constitute a day's work. The hours for daywork shall be between 7 a. m. and 7.30 p. m.

SEC. 5. Double time shall be paid for all Sunday work on daily evening papers.

SEC. 6. Members working on afternoon newspapers with Sunday morning editions shall be paid the Saturday night rate when working on Saturday night, but in no case shall work done during the regular Saturday night shift be construed as overtime.

ART. VII, SEC. 1. One apprentice may be employed for 10 journeymen or less and one additional for each 10 additional journeymen.

SEC. 2. Apprentices shall learn one branch each year of their apprenticeship and shall not be allowed to operate any mailing machine until the fifth year and shall not take the place of a journeyman unless a substitute can not be secured. Apprentices after graduation shall be allowed to fill the first vacancy.

SEC. 4. The chairman of each chapel shall notify the foreman in all cases when an apprentice is properly entitled to pass from one period to another. If the foreman and chairman can not mutually agree upon the apprentice's qualifications for advancement, the matter shall be referred to a joint committee of the employer and the union for examination. The report of the committee shall be final and binding, and if favorable the apprentice shall be advanced.

ART. VIII, SEC. 1. Six days per week at daywork, or six nights per week at night work, shall constitute a regular situation, and employment at a less number of days, or nights, shall be classed as extra work.

ART. IX. When the International Typographical Union has sanctioned a strike of Typographical Union No. 6 in any office coming under this agreement, Mailers Union No. 6 reserves the right upon instructions from the International Typographical Union executive council to terminate this agreement.

ART. X. 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, not conflicting with the provisions of this contract for the government of its own members.

## LITHOGRAPHERS

The Amalgamated Lithographers of America is composed of artists, engravers, designers, transferrers, provers, pressmen, and press feeders printing from stones or metal by flat surface, dampening and chemical processes, upon paper, iron, tin, silk, or cloth. The union makes no agreements other than the union label agreements which are executed with individual firms employing union men exclusively. A copy was printed in Bulletin No. 419 (p. 116).

## PHOTO-ENGRAVERS

The International Photo-Engravers' Union of North America claims jurisdiction over all workers engaged in producing likenesses by any photographic or kindred method to be used for printing purposes. There is generally but one union in a city.

The agreements are generally made with employers' associations. Frequently two agreements are made, one with newspapers and one with commercial shops. Occasionally a third is made with gravure printers.

The following extracts are taken from the newspaper agreement of Local No. 8, San Francisco, September 27, 1926, for one year:

That from and after the 27th day of September, 1926, until the 27th day of September, 1927, and thereafter until 30 days' written notice of a desire to change this agreement has been given by either party hereto, and thereafter indefinitely until a new agreement has been negotiated, in accordance with the provisions herein contained, the parties hereto bind themselves faithfully to observe and enforce and abide by the terms and conditions of this agreement, as hereinafter set forth.

SECTION 4. It is agreed that after starting for the day no member of the party of the second part shall be laid off until the completion of his days' work, provided said member is competent to fulfill his duty. In the event the man proves incompetent, he shall be paid for the time worked and no more.

SEC. 5. All men shall work upon any work at any time as directed by the foreman. All men shall work in any branch of the trade at any time as directed by the foreman. No work shall be done other than that which, in the judgment of the party of the first part, is required.

SEC. 6. Whenever called for by the party of the first part, competent journeymen shall be furnished by San Francisco Photo-Engravers' Union, No. 8. Such journeymen must be furnished at the scale of wages herein provided. The foreman shall at all times be the sole judge of competency.

SEC. 7. All work done in the daytime shall be paid for at day rates. All work done at night shall be paid for at night rates.

SEC. 10. Seven and one-half hours, exclusive of lunch time, shall constitute a day's work or a night's work.

SEC. 11. Overtime (which means work done after the expiration of seven and one-half hours of labor at the regular daily scale and otherwise provided herein) shall be paid for at the rate of price and one-half. Overtime shall be paid only for the actual overtime worked. A foreman or assistant foreman shall receive pay for overtime only when such overtime accumulates while said foreman or assistant foreman is doing a journeyman's work.

SEC. 14. The time at which employees shall report for work shall be designated by the foreman. The foreman shall have the right to call his force, or any part of it, to work at different hours.

SEC. 17. Between the hours of 5 p. m. and 6 p. m. if day men are employed with night men said day men shall receive the night-scale rate of pay for all time worked between 5 p. m. and 6 p. m.

SEC. 25. No member of the party of the second part shall be required to accept a check in payment of wages.

SEC. 27. A standing committee of three representatives of the party of the first part shall be appointed by the party of the first part, and a standing committee of three representatives of the party of the second part shall be appointed by the party of the second part, the six representatives of the parties hereto to be known as the joint standing committee. In case of a vacancy on the joint standing committee from any cause said vacancy shall be filled immediately by the appointment of a new representative by the party in whose representation on the joint standing committee the vacancy occurs. If at any time a member of the joint standing committee desires to appear in the capacity of advocate before the board of arbitration provided for in sections 28 and 29, said member shall resign from the committee and a new member shall be appointed, as hereinbefore provided.

SEC. 28. To the joint standing committee shall be referred any and all differences regarding this agreement, the construction to be placed on any clause of this agreement, and any and all differences between the parties hereto (except any differences relating to a new scale of wages and agreement at the expiration of the term herein provided), unless the aforesaid differences can be settled otherwise.

SEC. 29. The joint standing committee, the six members of which shall constitute the original members of the board of arbitration shall select a seventh member, who shall be a disinterested party. The said seventh member shall act as chairman of the board of arbitration until the differences already

considered by the joint standing committee have been settled. It shall require the affirmative votes of at least four of the seven members of the board of arbitration to decide the issue or issues. The decision of the board of arbitration shall be final and binding on the parties hereto. It shall require the unanimous agreement of the six members of the joint standing committee to select the aforesaid seventh member, who may be selected in any manner unanimously agreed upon by the six members of the joint standing committee.

SEC. 30. At the expiration of the term of this agreement, if any change is desired by either party hereto, due notice in writing, in accordance with the terms of this agreement, setting forth in detail the changes desired, shall be given. The party upon whom the original demand is made may present a counterproposition. If the parties fail to reach a complete agreement by conciliation, all questions and propositions upon which they are unable to agree shall be submitted to local arbitration in accordance with the code of procedure hereinafter set forth.

It is understood and agreed that either party hereto may propose a change in wages and hours, or wages or hours, as set forth herein, on or after the 27th day of March, 1927. If the parties fail to reach an agreement by conciliation, the question shall be submitted to local arbitration in accordance with the code of procedure hereinafter set forth. It is understood and agreed that the only change that may be proposed to this agreement from the 27th day of March, 1927, until the 27th day of September, 1927, inclusive, is a change in wages and hours, or in wages or hours, and no other change in this agreement may be proposed until on or after the 28th day of September, 1927.

#### *Code of procedure*

1. A local board of arbitration shall be formed, composed of residents of this locality (which shall be considered to be San Francisco and the Bay counties), two members of said local board to be named by each of the parties to this agreement. The board as thus constituted shall select a secretary from among its members. The four members of the board shall then choose a fifth member, who shall be a disinterested party and who shall act as chairman of the board. It shall require the unanimous agreement of the four original members of the local board of arbitration to select the aforesaid fifth member, who may be selected in any manner unanimously agreed upon by the said four original members.

2. The chairman of the board shall preside, put motions, etc., and shall be entitled to vote on all propositions which may properly come before the board in open session. He shall declare a motion carried only when at least three of the arbitrators shall have voted affirmatively thereon. At the conclusion of the hearing the chairman shall retire and the other members of the board shall go into executive session and immediately take up a consideration of the issues involved. 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 be called in to cast the deciding vote on all unsettled questions or propositions.

4. When the 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. In its deliberations the transcript of the stenographic report shall be accepted as the best evidence of what occurred at the hearing unless it be shown that gross errors exist in said transcript. Should the four members be unable to decide upon the award the chairman shall be called in, as provided in this code. 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, the date and time of such session having previously been determined at a full meeting of the board. 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 final adjournment at a regular executive session, arranged for as above provided. Such dissenting opinion when thus signed must be attached to the award.

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 the award the findings shall be expressed in detail, to the end that no misunderstanding shall



afterward occur. The award of the board shall be for a term of not less than one year from the date upon which the board renders its decision. The board may provide for a longer period, not to exceed two years. The decision of the board shall be final and binding upon the parties hereto.

Sec. 31. The party of the first part shall be protected against walkouts, strikes, or boycotts by San Francisco Photo-Engravers' Union, No. 8. The party of the first part shall be protected against any form of concerted interference with the usual and regular operation of their engraving departments, or any of their other departments of labor, by San Francisco Photo-Engravers' Union, No. 8. The party of the second part shall be protected against lockouts. The discontinuance of an engraving department shall not be considered a lockout.

The following extracts are taken from the newspaper agreement of Local No. 17 with the Washington Times and Herald, Washington, D. C., July 1, 1926, to July 1, 1928:

Forty-four hours shall constitute a week's work for men employed on the day force and 40 hours for those employed on the night force, these hours to be equally divided and uniform on each working day or night. The hours of day workers to be between the hours of 8 a. m. and 6 p. m., for night workers between 6 p. m. and 3 a. m. Lunch hour to be left to the discretion of the foreman but must not be less than 30 minutes each day.

All time worked before or after the regular hours designated by the foreman shall be paid at overtime rates, time and one-half. 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 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. Men called back after quitting work and leaving 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.

Journeyman shall have the right to appoint a substitute, who must, however, be acceptable to the foreman.

All foremen shall be members in good standing in the Washington Photo-Engravers Union, No. 17, International Photo-Engravers Union of North America, 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.

One apprentice shall be allowed to a shop where there are five or more journeymen employed.

No apprentice shall be allowed on a night force.

No apprentice shall be allowed to work overtime, except in an emergency or where a competent journeyman can not be procured.

All apprentices shall be mutually indentured to the office employing them, and the union and apprentice deserting his employment during his apprenticeship shall lose credit for the time he has served toward a journeyman's end.

The by-laws of Local No. 17 and the by-laws and constitution of the International Photo-Engravers Union of North America are not subject to arbitration.

This agreement shall be in effect for two years from the 1st of July, 1926, to the 1st day of July, 1928, and is to continue in effect from year to year thereafter, subject to the following conditions: If either party desires any change made, they shall serve notice to that effect at least 30 days before the expiration of this agreement or before the expiration of any of its yearly renewals.

Extracts from the commercial agreement of Local No. 24, Cleveland, January 1, 1926, to December 31, 1928, varying somewhat from those in the newspaper agreements, are here given:

**ARTICLE V, SECTION 1.** Forty-four hours shall constitute a full week's work and the daily schedule shall be so arranged to provide for a Saturday half holiday.

**SEC. 3.** Forty-two hours shall constitute a full week's work for night workers.

**ART. VI, SEC. 1.** Overtime shall constitute all work performed in excess of the regular established working hours and shall be paid for as follows:

For the first three hours of continuous work, time and one-half; and all consecutive hours thereafter, double time.

Saturday after regular quitting time, double time.

Sundays and holidays, triple time.

**ART. VIII, SEC. 1.** Apprentices shall serve an apprenticeship term of not less than five years, beginning at the age of 16 years or over. At the expiration of such term they shall show themselves qualified for journeyman membership in every respect; failing to qualify, they may by mutual consent of the respective parties hereto be granted an extension of time. Under no circumstances, however, shall such extension exceed one year.

**SEC. 2.** The number of apprentices to be allowed in a shop shall be based upon the number of journeymen on the day force of such shop at the ratio of one apprentice to five journeymen. The apprentices so allowed shall be apportioned to the various branches; one apprentice to a department, and additional apprentices in such departments to be added only upon the basis of five journeymen.

**SEC. 3.** In case conditions of business become such that a shortage of labor exists to such an extent to endanger the photo-engraving industry, the Photo-Engravers' Joint Industrial Council shall devise ways and means to ameliorate said conditions and said action shall be binding upon both parties to this agreement.

**SEC. 4.** In the event a working force is reduced (except in such cases when journeymen are not available) and the number of apprentices exceed the ratio prescribed, the last apprentices employed shall be laid off to conform with the ratio.

**SEC. 5.** Apprentices, before being admitted to the trade, shall submit to a physical examination by a doctor recommended by the union, and the union shall have the right to reject proposed apprentices when by such examination he is proved unfavorable.

**SEC. 6.** Apprentices being admitted to the trade shall be mutually and formally indentured to both parties to this agreement and shall be governed by the laws of this union.

**SEC. 9.** An apprentice can only work overtime after having served at least three years of his apprenticeship, except in case of emergency, and then only with the permission of the journeyman he is indentured to.

**SEC. 11.** There shall be a journeyman employed in every department where there is an apprentice allowed, except when there is no journeyman available for that department. Then an apprentice may be employed in that department until a journeyman is available.

**SEC. 12.** Apprentices may assist in other branches or departments other than the one they are indentured in, provided there are no apprentices regularly employed in such departments.

**ART. XI, SEC. 1.** This agreement to be in force beginning January 1, 1926, to December 31, 1928, and to continue from year to year thereafter, unless either party desires to change, by serving at least 60 days' notice for such changes prior to the expiration of any subsequent year.

Extracts from the three-year agreement of the Northwestern Photo-Engravers' Association, covering Oregon, Washington, and British Columbia, with the unions therein, effective January 1, 1926, follow:

Second A. Employees only in good standing of the International Photo-Engravers Union of North America, or applicants for membership holding permits for same, shall be employed in the manufacture of photo-engravings.

Second B. It is agreed that all processes of photo-engraving shall be performed by members of the International Photo-Engravers Union of North America; provided, however, it is understood that members of said union shall not be required to perform any work other than that which has been performed in its entirety by members of said union.

Second C. It is further understood and agreed that no work is to be performed by members of said union when such required work emanates from employing photo-engravers participating in or concerned in a strike or lockout with or against members of the International Photo-Engravers Union of North America.

Second E. The union reserves the right to its members to refuse to execute all struck work in any shop or any department under the jurisdiction of the Allied Printing Trades Council which is considered unfair by same council; subject, however, to adoption by each local joint industrial council.

Fourth C. Where a night shift is employed the scale of wages shall be \$5 per week in addition to the above scale.

Fourth D. The employing photo-engravers agree to have all engraving made in their establishments stamped with International Photo-Engravers Union label, dies for stamping cuts to be furnished by the union free of charge, but shall remain the property of the International Photo-Engravers Union of North America. That no extra charge shall be made for stamping the International Photo-Engravers Union label on plates.

Fifth A. Forty-four hours in six consecutive working-days, shall constitute a week's work for day workers and 42 hours in six consecutive nights shall constitute a week's work for night workers.

Fifth D. Overtime shall constitute all work performed in excess of the regular established schedule of working hours and shall be paid for as follows:

For the first consecutive three hours of continuous work, time and one-half. All consecutive hours thereafter on the same day, double time. Saturday after regular quitting time, double time. Sundays and holidays, double time. The following holidays shall be observed: New Year's Day, Memorial Day, July Fourth, Labor Day, Thanksgiving, and Christmas.

Eighth B. A floor boy shall be allowed to wash glass and perform janitor work in every photo-engraving plant where desired by the employer.

Eighth C. If the working forces in the city are reduced and the apprentices exceed the ratio prescribed in this agreement, the last apprentice employed shall be laid off to conform to this agreement, if so requested by the International Photo-Engravers Union of North America, excepting where the excess of apprentices is due to the inability of the union to promptly furnish the required workmen.

Ninth. In consideration of the exclusive employment of members of the union as herein specified the union agrees to furnish the necessary help to the employers when called upon, the ultimate wage to be determined by the workman's ability and to be agreed upon by him and the employer inside of two weeks, and to become effective from date of employment. Should the employer and the workman be unable to come to a satisfactory agreement the employee shall be paid at the same rate as he received in his last steady position for the term he has worked. In the event of the union failing to furnish competent workmen, as previously noted, within 48 hours after formal request has been made, the employer may secure such workmen from other sources, provided that such workmen shall be paid not less than the minimum rate of wages, and provided that such men must make application to become members of the union within 30 days, and such applicant shall become entitled to membership as journeyman in accordance with the constitution and by-laws of the union.

Tenth C. The chapel chairman shall have no authority to interfere with the policy or management of a plant.

The following extracts are taken from the agreement of Local No. 1 with the Employing Gravure Printers of New York City and Vicinity, covering the years 1926 and 1927:

ARTICLE 2, SECTION 1. Employers shall employ in mechanical departments only such workmen as are members of the union and in good standing, except as hereinafter provided.

SEC. 2. Any and all processes used in the production of photo-engraving and gravure cylinders or parts thereof shall be entirely performed by the union under the terms of this agreement.

SEC. 3. No individual contracts or understandings shall be had conflicting with this agreement. This agreement and any alteration thereof or supplement thereto shall comply with the provisions of the constitution and by-laws of the union and the employers.

ART. 3, SEC. 1. In consideration of the exclusive employment of members of the union, as herein provided, the union agrees to furnish and supply the necessary competent and skilled workmen to the employers when and as required.

SEC. 2. In the event of the union failing and neglecting to supply competent and satisfactory workmen, as above provided, within 48 hours after formal request has been made, the employer shall have the right and privilege to secure the necessary workmen from any source available, provided such workmen shall be paid not less than the minimum rate of wages stipulated in this agreement and provided further such workmen make application to become members of the union within 30 days thereafter, such applicants shall then become entitled to membership as journeymen in accordance with the constitution and by-laws of the union.

ART. 4, SEC. 1. Forty-four hours of work shall constitute a week for day men, the division of hours to be agreed upon between employer and employees in each plant, such hours to be uniform for the entire shift, and must be between the hours of 8 a. m. and 5 p. m. except Saturdays, when the hours shall be between 8 a. m. and 12 o'clock noon.

SEC. 2. Forty hours of work shall constitute a week for night men. All night shifts, including third shift, shall work on uniform hour schedules between the hours of 5 p. m. and 8 a. m. The division of hours to be agreed upon between the employer and employees in each plant. The hour schedule for nights preceding holidays shall extend to the regular hour of quitting—work performed thereafter to be paid for at holiday rates.

ART. 6, SEC. 2. Plants operating on part-time schedule shall pay the regular overtime wage for work performed in excess thereof.

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 Saturday morning by night workers, double time for the first three hours and triple time thereafter.

SEC. 2. For work performed on Sundays or holidays, not less than eight hours at double time. Work performed in excess of eight hours, triple time.

SEC. 3. Any journeyman or apprentice voluntarily absenting himself from work, or tardy, or otherwise losing time, except by permission of the employer, or through sickness, shall be permitted, if requested, to make up such lost time within that week before becoming entitled to any overtime wage, provided such lost time shall not be made up on holiday, Sunday, or Saturday afternoon except for tardiness Saturday forenoon. Any journeyman accumulating overtime and later losing time shall have the lowest rate of overtime deducted first.

ART. 9, SEC. 1. All apprentices shall be formally indentured to both parties of this agreement after a medical examination approved by the union, and shall serve an apprenticeship term of not less than five years. Such apprentices shall not be less than 16 years of age, or over 25. All indentures shall be governed by the laws of the union and the terms of this agreement.

SEC. 2. The number of apprentices shall be in proportion to the number of journeymen employed on the day force, at the ratio of one apprentice to five journeymen. The number of apprentices so allowed shall be apportioned among various branches or departments. One apprentice to each department in which a journeyman is employed. Additional apprentices in a department to be added upon the basis of five additional journeymen in that department. In the event that the working force in a plant is reduced so that the apprentices exceed the ratio herein provided, the last indentured apprentice or apprentices shall be first released until the ratio herein provided is established.

SEC. 4. At the expiration of the term of his apprenticeship he shall be allowed a period not to exceed six months in which to make a journeyman's agreement with his employer. Moreover, it is distinctly understood that no apprentice shall be allowed by the union to work in any shop other than the one in which he was indentured, unless discharged by mutual consent. Any mutually indentured apprentice leaving his employer shall forfeit the time he has served, and be required to serve a full term of apprenticeship with the next employer. In the third year of his apprenticeship not less than two hours of his time each day shall be worked at the branch his card calls for. In the fourth year not less than four hours of his time, and in the fifth year, six hours of his time. All of this time to be at the discretion of the foreman. No apprentice shall be

allowed on the night force, and no apprentice shall be allowed to work overtime, except by permission of the business agent of the union, and then only when a competent journeyman can not be obtained to do the required work.

ART. 11. This agreement is to be in force for the term beginning the 1st day of January, 1926, and ending the 31st day of December, 1927, excepting, however, that the arbitration clause as provided herein shall continue in full effect until the 31st day of January, 1928, during which period working conditions, hours, and wages shall remain unchanged and obtain as heretofore provided. No strikes, walkouts, shutouts, or cessation of work either directly or indirectly shall be called, ordered, or permitted during said period.

### PRESSMEN

The International Printing Pressmen and Assistants' Union of North America includes platen or job pressmen, web, or newspaper pressmen, feeders, and press assistants. In the smaller cities these workers are frequently formed into a single local, but in the larger cities there are often locals for each branch. The agreements are generally made with associations of employers, frequently for a period of three years, and call for a union shop and a system of arbitration.

The following extracts are taken from the agreement between Local No. 63 and the Sioux City (Iowa) Employing Printers, September 1, 1926:

SECTION 1. This contract is made and entered into in good faith and with a desire to promote and maintain the most cordial relations between the parties hereto; and to this end it is further provided that any differences that may arise regarding its terms or the relations between the men employed hereunder and the employer thereof shall be settled, if possible, by conciliation, by a committee of two representatives of the parties of the first part and a like committee of two representatives of the party of the second part, which shall be appointed. The committee representing the parties of the first part shall be selected by the parties of the first part, and the committee representing the party of the second part shall be selected by the party of the second part, and in case of vacancy, absence, or refusal of either such representatives to act, others shall be appointed. To this committee shall be referred all questions which may arise during the life of this agreement relative to the interpretation or alleged violation thereof, which can not be settled otherwise, and such joint committee shall meet within 10 days, when any question or 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, in accordance with the existing agreement between the American Newspaper Publishers' Association and the International Printing Pressmen and Assistants' Union.

SEC. 2. It is further agreed that, pending arbitration and decision thereunder, work shall be continued as usual in the pressrooms of the parties of the first part to this agreement, and that there shall be no strike or lockout, and the award of the arbiters shall in all cases conclude a determination of the issues involved and said decision to be retroactive.

SEC. 3. It is also agreed that all questions regarding a new contract and scale to become effective at the expiration of this agreement, which can not be settled by conciliation, shall be decided by arbitration as above provided, and this agreement shall remain in force until all differences are settled by conciliation or arbitration.

(a) Any 8 consecutive hours, from 7 a. m. to 7 p. m., to constitute a day's work, or any 8 consecutive hours between 7 p. m. and 7 a. m., a night's work; provided an interval of at least 30 minutes for lunch time shall be arranged between the office and the chapel, and lunch time shall not count against the office; except that 5½ hours shall constitute a day's or night's work on Fourth of July, Labor Day, Thanksgiving Day, and Christmas; said hours to be designated by the employer. On night shift the above clause applies to morning of holiday.

(b) It is further agreed that the employers mentioned in this contract shall employ none but members in good standing of Sioux City Pressmen's Union, No. 63, or members affiliated with the I. P. P. & A. U. of N. A., in the operation of their presses.

(c) It is further agreed by the Sioux City Pressmen's Union No. 63 to furnish at all times competent and satisfactory pressmen for the operation of said presses, and in event of failure of Sioux City Pressmen's Union No. 63 to furnish competent men, the employers mentioned in this contract reserve the right to employ other help until such time as competent and satisfactory pressmen and assistants can be furnished by Sioux City Pressmen's Union No. 63.

(d) It is further agreed by both parties to this contract that the adoption of the scale herein mentioned shall be so construed as not to affect any pressmen or apprentices now receiving over the scale herein mentioned.

(e) In offices publishing morning and afternoon papers one foreman may be in general supervision of the pressroom, with a man in charge nights to be known as assistant foreman.

(f) All overtime to be paid for at the rate of time and one-half until 12 o'clock midnight, when double time shall prevail until time is called. Straight time can not prevail unless at least four hours intervene between shifts.

SEC. 5. No man shall be allowed to work more than six days or six nights in one week when a competent and satisfactory substitute can be obtained. When men are required to work on Saturday and Saturday night for the purpose of getting out the Sunday morning paper, it shall be construed as two separate and distinct days, at the rate of single price for each day.

SEC. 6. It is further agreed by the Sioux City Pressmen's Union No. 63 that there shall be no limit put upon the output of the presses of the employing printers of Sioux City, except that in case of struck work the members of Sioux City Pressmen's Union No. 63 have the right to refuse to perform same.

SEC. 7. When a member of this union is put to work in any office under the jurisdiction of Sioux City Pressmen's Union he shall be entitled to at least one day's pay, except when he leaves his position of his own volition or is discharged for cause, he shall receive compensation only for the time worked.

SEC. 8. The foreman of the pressroom shall be the sole judge of a journeyman's competency and his general fitness to work in the office and may discharge at any time anyone considered incompetent without regard to the length of time employed. If the chapel has a grievance against the office which can not be settled through the foreman, it shall first refer it to the publisher, or his representative, and then, failing to reach an agreement, it shall refer it to the executive committee of the union, which shall take the matter up with the publisher or business manager of the newspaper, and if the difference is not satisfactorily adjusted, the matter shall be referred to the joint standing committee.

SEC. 9. All work in the pressroom which pertains to the pressman's trade shall be under the direction of the foreman, who shall determine the number of men required to operate presses.

SEC. 11. It is further understood and agreed that this contract and scale of prices shall be in effect from and after September 1, 1926, ending September 1, 1928, and for such reasonable time thereafter as may be required for the negotiation of a new contract and scale, to become effective September 1, 1928. If either party desires a change, it shall notify the other party of the contract of its wishes 60 days prior to the date mentioned and accompany the notice with a statement of the changes desired in detail. If no notice is given at the time designated above, this agreement shall run from year to year and can only be changed by a written notice by one of the parties to the other 60 days prior to September 1 of any succeeding year.

The following extracts are taken from the agreement of Web Pressmen's Union No. 91, Bloomington, Ill., for three years from September 1, 1926:

1. Witnesseth: That this contract and scale of wages shall be in effect from and after the first Tuesday in September, 1926, and for a term of three years ending the 1st day of September, 1929, provided that if either party wishes to propose an amendment to this agreement as to wage scale only, to become effective the first Tuesday in September, 1928, it shall notify the other party to this contract of its wishes 30 days prior to date mentioned and accompany the notice

with a statement of the changes desired. If no notice is given at the time designated above, this agreement shall run from year to year and can only be changed by written notice by one of the parties to the other 30 days prior to September 1 of any succeeding year.

3. The party of the first part agrees to employ in its pressroom members of the Pressmen's and Assistants' Union No. 91, provided said union furnishes enough competent and satisfactory men, at the scale of wages provided in this agreement, to enable the party of the first part to issue its publications promptly and regularly. The party of the second part agrees to furnish such men. It is further provided that if at any time Pressmen's and Assistants' Union No. 91 fails for any reason to supply a sufficient number of competent and satisfactory men at the rate of wages provided in this agreement, the party of the first part may employ any members of the International Printing Pressmen and Assistants' Union that it can secure. It may advertise for men in the name of Pressmen's and Assistants' Union No. 91, provided men may be secured from any source, whether union or nonunion, to meet emergencies, and such men, if competent, may be retained permanently if desired, provided they apply for membership in the union.

4. It is agreed that eight hours (exclusive of lunch period, to be designated by foreman) shall constitute a day's or night's work, the time for beginning and terminating the day's or night's work to be determined by the necessity in any pressroom to issue the regular editions. For all time men are required to work beyond the regular working hours of eight hours per day or night, they shall be paid at the rate of time and one-half for actual overtime worked. On New Year's Day, Thanksgiving Day, Decoration Day, Fourth of July, Labor Day, and Christmas six hours shall constitute a day's or night's work, and any overtime on such days shall be paid for at the regular overtime rate.

5. There shall be a foreman in every pressroom, who shall be recognized as the one in authority, and shall have charge of men working on press. The foreman shall be given at least three days' notice by an employee of his desire to lay off (except in case of sickness), and not less than one week of his desire to surrender his position. Any member of the union violating this clause shall be fined not less than \$5 nor more than \$10. The employee shall be given not less than one week's notice of his discharge, or as an alternative he may be given one week's pay. The number of journeymen and apprentices required to man presses shall be determined by the foreman.

6. It is agreed by the parties hereto that the pressroom shall be kept in a sanitary condition at all times, and the parties of this agreement agree to cooperate in carrying out the purpose of this provision, that the health and comfort of all persons employed in pressroom may be adequately safeguarded.

8. During the first two years apprentice wages shall be fixed by agreement with the employer. Beginning the third year apprentice wage shall be one-half and beginning the fourth year two-thirds of the prevailing journeyman's scale.

The following extracts are taken from a three-year agreement of Local No. 222, Reno, Nev., with both newspaper and job offices, January 1, 1926 (a large part of the agreement relates to arbitration):

SECTION 6. Forty-four hours shall constitute a week's work in job offices and 45 hours in newspaper offices consisting of 7½ hours per shift. In job offices 8 hours (between 8 a. m. and 6 p. m.) shall constitute a day's work the first 5 days of the week, with 4 hours on Saturday. All work in excess of the unit of hours of the regularly established workday is overtime.

SEC. 14. The wages for night shifts on newspapers and job offices shall be an increase of 50 cents per night over the day scale unless otherwise specified.

SEC. 15. Pressmen and foremen shall not be required to operate more than: 3 hand-fed platens, 2 automatic-fed platens, 1 automatic-fed platen and 2 hand-fed platens, 2 multicolor presses, 2 cylinder presses, 1 cylinder and 2 hand-fed platens, 1 cylinder and 1 automatic-fed platen.

SEC. 16. The wages of foremen shall be left open for adjustment between each employer and the foreman employed: *Provided*, That such foreman shall not receive less than the minimum wages hereinafter provided for the class of work upon which he may be employed.

SEC. 18. Duplex pressmen on regular newspaper shifts shall not be required to print job work on the same shifts: *Provided*, That this prohibition shall not extend to any publication of the newspapers or to the printing of any broad-

sides or proofs which are a part of the news or advertising services of the newspapers.

SEC. 19. It is understood and agreed that any pressman, assistant, or feeder now receiving over and above the stipulated scale of prices shall not suffer any reduction in wages.

### 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 some of the larger cities there is a local of each. The agreements are generally rather lengthy and are often for a period of three years. They generally provide for detailed systems of arbitration and apprenticeship.

The following extracts are taken from an agreement made by Stereotypers' Union No. 1 with the Employing Electrotypers and Stereotypers' Association of New York, effective January 1, 1926, to September 30, 1927:

The party of the first part agrees to employ members of New York Stereotypers' Union No. 1, and the party of the second part agrees to furnish members necessary to meet the requirements of the party of the first part upon the following terms and conditions:

#### *Wage scale*

SECTION 2. The working schedule to be 8 hours per day, from 8 a. m. to 12 noon, and from 1 p. m. to 5 p. m. each day, except Saturday, to be from 8 a. m. to 12 o'clock noon.

SEC. 4. An employee must give one day's notice of 24 hours to employer before leaving his position and the employer must give one day's notice of 24 hours to discharge or lay off an employee.

#### *Overtime rates*

SECTION 5. Time and one-half shall be charged from 5 p. m. to 9 p. m.; double time shall be charged from 9 p. m. to 8 a. m.

#### *Sunday and legal holidays*

SECTION 1. Six hours to constitute a day's work on Sundays and legal holidays between the hours of 8 a. m. to 5 p. m., with an hour for lunch after three hours' work.

SEC. 2. Sundays and legal holidays shall be charged at double time rates; any portion of such day shall be considered a day's work.

SEC. 3. Overtime preceding and following the regular hours shall be charged at the rate of time and one-half in addition to double time.

SEC. 4. Legal holidays shall be: New Year's Day, Lincoln's Birthday, Washington's Birthday, Decoration Day, Independence Day, Labor Day, Columbus Day, Election Day, Thanksgiving Day, and Christmas. No other holidays shall be recognized.

#### *Foreman*

SECTION 1. The foreman of any book, magazine, or job electrotype office shall be either a member of this union or of the New York Electrotypers' Union No. 100 and shall not be subordinate or responsible to anyone except the proprietor or manager of said office.

SEC. 2. No person who is not a practical finisher shall be privileged to work at electrotype finishing, except those who are recognized on June 1, 1914.

SEC. 3. It is incumbent upon the foreman to see that all work is properly revised before leaving the finishing room.



*Apprentices*

SECTION 1. Proposed apprentices must be examined and indorsed by the executive committee before being registered by the statistician.

SEC. 2. A joint committee for the examination and registration of proposed apprentices to the finishing branch of the electrotyping industry shall consist of three members of the executive board of the New York Stereotypers' Union No. 1 and three members from the Employing Electrotypers' and Stereotypers' Association.

SEC. 8. An employer having or anticipating less than full quota of prescribed apprentices shall submit the name, and cause the proposed apprentice to appear in person before committee. The proposed apprentice so selected will start work the day following the expiration of the senior apprentice's time, or the day the vacancy in the apprenticeship is effected, and his apprenticeship shall begin as of that date. Should the proposed apprentice be rejected, the employer shall select a boy from the list of those registered with the committee. The boy thus selected shall be reported to the committee.

SEC. 9. The committee shall list and examine boys desirous of becoming apprenticed to the industry, and if found acceptable submit same to any employer upon application.

SEC. 10. But one son of a member of this union shall be eligible as an apprentice in an establishment where his father is employed.

SEC. 11. An apprentice to electrotype finishing must serve at least two and one-half years at the bench.

SEC. 12. An apprentice can not be discharged without just cause nor can an apprentice leave his position without the consent of his employer and the union.

SEC. 13. A candidate for membership must be over 21 years of age and must have served an apprenticeship in a union office of at least 5 years.

SEC. 15. An apprentice who has been duly registered by the executive committee, afterwards losing his position through no fault of his own, must be employed in the next apprenticeship vacancy occurring or shall be placed in an office employing over 10 men as an extra apprentice until the next vacancy occurring.

SEC. 16. An apprentice shall be given opportunity to do any work pertaining to the department to which he is apprenticed.

*Privileges of offices*

SECTION 1. Any book, magazine, or job electrotype office giving permanent employment to two finishers shall be allowed one apprentice.

SEC. 2. Any book, magazine, or job electrotype office giving permanent employment to three finishers shall be allowed two apprentices.

SEC. 3. Any book, magazine, or job electrotype office giving permanent employment to 10 finishers shall be allowed three apprentices. In offices employing 15 or more finishers a fourth apprentice shall be allowed, but it will be mandatory upon an employer to employ 15 or more finishers steadily for six months before applying for a fourth apprentice.

SEC. 5. The employer shall select his apprentices who shall possess a common school education, and they shall serve the first six months of their time on probation.

SEC. 6. The employer and the executive committee of the union, after the first six months of the boy's apprenticeship, shall mutually determine as to his fitness to continue as an apprentice.

SEC. 7. Apprentices shall only work overtime when the ratio of journeymen, as stated above, are employed.

*Night work*

SECTION 1. Seven hours and twelve minutes to constitute a night's work; five nights per week—Monday, Tuesday, Wednesday, Thursday, and Friday.

SEC. 2. Hours of operation shall be from 9 p. m. to 12.30 a. m. and from 1 a. m. to 4.42 a. m. Hours to be permanent.

SEC. 3. A man can not be transferred from a day operation to a night operation, or vice versa, except at the end of calendar week.

*Wage scale (night work)*

**SECTION 2.** Overtime rates for night shifts shall be one and one-half time at night scale for two and one-half hours following the regular night's work. Double time for consecutive work after two and one-half hours' overtime, except on Saturdays, Sundays, and legal holidays, when provisions of section 2 (Saturday, Sunday, and legal holidays) shall apply.

**Sec. 7.** Apprentices shall not be allowed to work on night shift.

*Conciliation agreement*

**SECTION 1.** It is agreed between the employer (or employers) and the union, parties to this contract, that a conciliation committee for the settlement of disputes, grievances, and misunderstandings that may arise during the life of this contract shall be appointed, consisting of three members from the employers' association and three members from the union.

**Sec. 2.** It is mutually agreed that, pending and during conciliation, all terms and conditions of this contract shall remain in full force and effect.

**Sec. 3.** In the event that agreement can not be reached by said conciliation committee the point or points in controversy shall be referred to an international committee composed of three members of the International Association of Electrotypers and three members from the International Stereotypers and Electrotypers' Union.

**Sec. 4.** International conciliation shall be held within 15 days after written request therefor has been made by either party to this agreement.

**Sec. 5.** It is agreed that the laws of the party of the second part not affecting wages, hours, or working conditions, and the laws of the International Stereotypers and Electrotypers' Union shall not be considered as a dispute, disagreement, or grievance, consequently shall not be subject to the consideration of, nor decision, or determination by a board of conciliation designated in the preceding paragraphs.

**Sec. 6.** It is further agreed that the party of the first part shall furnish the party of the second part a complete roster of its members at the inception of this agreement, and in no case shall a new member of the party of the first part be permitted to come under the terms of this agreement without the consent of the party of the second part.

A similar agreement was made by the Electrotypers' Union, No. 100, with the same association, effective for the same dates. The following sections relating to apprentices and helpers are not in the preceding agreement:

**SECTION 1.** Any employer may have one apprentice, provided he has four men of the New York Electrotypers' Union, No. 100, International Stereotypers and Electrotypers' Union, permanently employed; where six or more journeymen are permanently employed for six months, two apprentices will be allowed; where 10 or more journeymen are permanently employed, three apprentices will be allowed. At no time shall more than one apprentice be working with one journeyman.

**Sec. 2.** The employer shall select his apprentices, who shall be examined by the joint apprentice registration committee prior to the date of an apprentice vacancy. Said apprentice shall possess a common-school education and they shall serve the first six months of their term on probation.

**Sec. 3.** The employer and the executive committee of this union, after the first six months of the boy's apprenticeship, shall mutually determine as to his fitness to continue as an apprentice.

*Helpers*

**SECTION 1.** Helpers can perform the following duties: Run cases, carry forms, run the leaders, wash pans and dead forms, chisel metal from pans, boil out live forms and cuts, lock and unlock type or cuts, and do such other work as is not properly the work of a journeyman. Wages to be determined by employers.

The following sections are taken from the agreement of Local No. 65 with the Star Publishing Co., Seattle, Wash., February 1, 1926, to December 31, 1927:

**SECTION 3.** It is agreed by the party of the second part that for and in consideration of the covenants entered into and agreed to by the party of the first part, said party of the second part shall at all times during the life of this contract truly and faithfully discharge the obligations imposed upon it by furnishing journeymen capable of performing the work required in the stereotype department of the party of the first part. If the competent journeymen required for regular edition work are not furnished within one hour after the call for them is made, or if the competent journeymen required for an extra edition at the time set for an extra edition are not furnished by the party of the second part, the party of the first part shall have the right to hire men who are not members of said union and shall have the right to retain such men until the party of the second part is able to furnish the required number of journeymen. The party of the first part shall be the judge of the number of stereotypers required; provided the number of men required on a Junior Auto-plate and its shaver shall be the number required by the aforesaid general laws of the International Stereotypers and Electrotypers' Union in effect on the 1st day of January, 1925.

**SEC. 4.** Seattle Stereotypers and Electrotypers' Union, No. 65, reserve to its members the right to refuse to execute work destined for a struck newspaper stereotype room in the State of Washington; provided the party of the second part must give the party of the first part 48 hours' notice that a strike is in progress in said struck newspaper stereotyping room before the said right may be exercised. Incoming work for use by the Star Publishing Co. shall be executed without question.

**SEC. 5.** Seven and one-third consecutive hours, including 20 minutes for lunch, shall constitute a day's work on all days and nights except as otherwise provided in section 15 of this agreement. The time for taking lunch shall be designated by the foreman. It is agreed, however, that when a man is compelled to work what is known as a double shift by the same office, that five consecutive hours shall constitute either the first or second shift. And it is further agreed that when a man is compelled to work a double shift under the conditions referred to in this paragraph, that on shifts beginning before 7 a. m. and ending after that hour, or shifts beginning before 6 p. m. and ending after that hour, where overtime occurs, overtime pay shall commence at the end of the seventh hour. When overtime occurs on the five-hour shift of a double shift, such overtime shall be calculated on the basis of a five-hour day.

**SEC. 16.** The party of the first part agrees to furnish a sufficiently ventilated, properly heated, and well-lighted stereotyping room. Any dispute regarding this section shall be referred to the special standing committee herein provided for.

**SEC. 18.** The foreman shall have authority to employ and discharge help and he shall have complete control of all the employees of the stereotyping department. The foreman shall be the judge of an employee's competency. The foreman may discharge for incompetency, violation of office rules (which shall be conspicuously posted), neglect of duty, to decrease the force, and for conduct unbecoming a gentleman. The foreman shall have full authority to carry out the instructions of the publisher or his representative not in conflict with the terms of this agreement. The party of the second part shall not discipline the foreman for carrying out the instructions of the publisher or his representative, and any disagreement as the result of such action on the part of the foreman shall be referred to the special standing committee herein provided for.

**SEC. 19.** The Star Publishing Co. shall be protected against walkouts, strikes, and boycotts by members of the Seattle Stereotypers' and Electrotypers' Union No. 65 and shall be protected against any form of concerted interference by members of said union with the usual and regular operations of any of the departments of labor of said Star Publishing Co. Seattle Stereotypers' and Electrotypers' Union No. 65 shall be protected against lockouts during the life of this contract.

**SEC. 21.** Extra work shall be at the disposal of the foreman. There shall be no priority on extra work except at the option of the foreman.

**SEC. 22.** The foreman shall designate the regular day or night each situation holder shall lay off.

**SEC. 23.** On the same paper employees may be transferred from day to night-work and from nightwork to daywork, at the option of the foreman, after 24 hours' notice.

**SEC. 24.** Except by permission of the foreman, no chapel meeting shall be held during the working hours of any shift nor on office time.

SEC. 25. It is agreed that if any terms better than those provided in this contract or any concessions whatever are allowed by the Seattle Stereotypers' and Electrotypers' Union No. 65 to any Seattle newspaper during the life of this contract, then those said better terms and concessions shall be allowed immediately by the said union to the Star Publishing Co.

### NEWSBOYS

An agreement made by Newsboys' Local Union No. 17519, of Everett, Wash., affiliated with the American Federation of Labor, with the newspapers of Seattle in 1926, reads as follows:

This agreement, entered into this — day of —, 1926, applies to downtown newsboys only, in the business districts of Everett, and no change in present limits is contemplated.

All retail distribution of said newspapers in Everett shall be conducted by members in good standing of Newsboys' Union No. 17519. Route carriers and news stands shall not be included in this agreement, and it is understood specifically that no interference whatever with carriers shall be undertaken by Newsboys' Union No. 17519.

All disputes arising between the parties hereto, which can not be adjusted by mutual consent, shall be referred to an arbitration board upon written request of either party hereto. The arbitration board shall be made up as follows: Each party hereto shall appoint an arbitrator within five days after service of such written request for arbitration, and the two arbitrators so appointed shall choose a third arbitrator within 10 days after their appointment. The third arbitrator shall be selected in the following manner: Each of the two first arbitrators appointed shall simultaneously present and exchange lists bearing the names of 10 citizens of Everett satisfactory to the side presenting the same, from which the other side may choose one to act as third arbitrator. If the first lists do not contain the name of an acceptable person, the process shall be repeated until a choice is made. The three arbitrators so appointed shall proceed immediately to hear and decide the controversy, and the decision shall be binding upon the parties hereto.

All coverage of downtown street corners, daily and Sunday, holidays and vacations, shall be furnished by Newsboys' Union No. 17519. Downtown corners shall be fully covered daily from 3 p. m. to 6.30 p. m., Sundays only excepted. Full coverage shall be given for the Sunday editions on Saturday nights and Sundays.

All papers shall have equal representation.

This agreement shall expire May 1, 1927, and shall not be in effect in case of and during a strike or lockout.

### QUARRY WORKERS

The Quarry Workers' International Union of North America is composed of men engaged in quarry work, including the blacksmiths, derrick men, engineers, firemen, laborers, riggers of derricks, and stone derrick men. Extracts from agreements were printed in Bulletin No. 393 (p. 119) and in Bulletin No. 419 (p. 144).

### RAILROADS

With the exception of the shopmen, most of the railroad employees join unions composed entirely of railroad men, who make agreements with individual railroad companies, though clauses relating to wages and hours are occasionally settled by a committee of railroad employees meeting with a committee of railway managers.

Most of the agreements are very long, and as in most cases they are required to be approved by the national officers before taking effect it follows that there is a marked similarity between those of a class.

The agreements made are frequently for no stated period of time. They are printed as in effect at a certain date. Stickers are issued as amendments and changes are made, and after three or four years the agreement, brought down to date, is reprinted. The agreements contain much material that appeared under the head of orders or regulations before the companies entered into contractual relations with their employees. Some of these agreements appear in the form of digests, the date of the passage of each paragraph being given.

Many roads deal directly with the recognized unions. Some deal with their own employees collectively. In the former case those signing the agreement represent the union; in the latter case, they represent the employees of the company.

There are few railroad unions that require their fellow employees to be members of the union. Aside from the shopmen, no provision is made for apprentices. As this is the first bulletin in this series to contain railroad agreements, and in order that the leading railroad unions might be represented, a few agreements bearing a date prior to 1926 have been used where no later agreement was available.

### ADJUSTMENT BOARDS

The Federal act of May 20, 1926, superseding the former Railroad Labor Board by the Federal Board of Conciliation, contained provisions for the establishment of adjustment boards to consider disputes arising between the railroad companies and their employees. Only a few roads have established such boards. The American Railway Express Co., however, made agreements establishing such boards with the American Federation of Express Workers, June 18, 1926, and with such of its employees as are represented by the Railway Employees Department of the American Federation of Labor and its affiliated organization of the Federated Shop Crafts, August 18, 1926. These agreements are identical in terms and are here given practically in their entirety.

**ARTICLE 1.** The adjustment board hereby created is authorized to consider disputes between the American Railway Express Co. and any of its employees, members of the organization, party hereto.

**ART. 2.** The board will consider and, if possible, decide:

(a) All disputes referred to it growing out of grievances or out of the interpretation or application of agreement concerning rates of pay, rules or working conditions which have been handled pursuant to Rules 29 to 42, inclusive, up to and including the decision of general manager or other designated official of the express company. The board may decide any question that may arise as to whether such disputes have been thus handled.

(b) All cases to be considered by the board must be in writing and referred to the chief executive of the organization, party hereto, or someone designated by him to do so, or by the chairman of the express company's committee on wages and working conditions, or someone designated by him to do so with a full statement of facts and any data pertaining to the facts deemed necessary by the party or parties submitting the case.

**ART. 3.** The board shall consist of four representatives of the express company and four representatives of the organization, party hereto, to be named by the officers of the parties signatory hereto.

It is understood that "vacancy" does not necessarily mean a permanent vacancy. If for any reason a member of the board can not attend, or if at the time of a board session either one side or the other finds itself with a greater or less number of representatives than the other side, the side having the greater number of representatives shall reduce its voting representation during that session to a number equal to the representation of the other side.

to the end that when questions are voted upon there shall be an equal number of votes available for each side. Nothing in this shall be held to bar from participation in discussion and argument the entire membership of the board, the intent being that when it comes to voting the voting strength of each side shall be equal.

ART. 4. The board shall elect a chairman and vice chairman, who shall be members of the board. The chairman or vice chairman will preside at meetings and will have a vote in all questions voted upon. The office of chairman shall be filled alternately from representatives of the management and the signatory organization. While the office of chairman is filled by a representative of the express company, the office of vice chairman shall be filled by a representative of the signatory organization, and vice versa. The terms of office of chairman and vice chairman shall be one year.

ART. 6. Parties to a dispute may be heard either in person, by counsel, or by other representation, as they may elect.

In order that such parties may be advised of board meetings, due and timely notice shall be given to the employee or employees involved in such dispute.

ART. 7. In all questions voted upon a majority of votes cast shall decide the issue.

The decisions of the board shall be final and binding upon both parties and it shall be the duty of both to abide by such decisions.

The voting shall be as follows:

(a) The chairman shall first ask unanimous consent to the motion, which, if obtained, shall decide the issue.

(b) If unanimous consent is not obtained the chairman shall then ask whether the vote shall be made openly or by secret ballot, and as to this question a majority vote shall decide.

(c) If an equal number of votes be cast upon this question, then the ballot shall be secret.

ART. 8. All decisions of the board shall be in writing and contain a brief statement of the case, together with the final decision of the board. Both parties are entitled to such number of copies of decisions, not to exceed 100 each, as they may request. The board may increase or decrease this number as circumstances may warrant.

The decisions of the board shall be certified to by the chairman and vice chairman and shall contain no information regarding the vote or dissenting opinion.

ART. 9. The expenses of the board shall be paid in the following manner:

(a) Each of the parties hereto will assume the salary, traveling expenses, and other compensation of its members.

(b) Expenses of the board, such as rental, clerk hire, stationery, and printing, shall be assumed equally, half to be paid by the express company and half to be paid by the organization, party hereto.

ART. 10. Each case submitted to the board must be accompanied by a concrete statement of facts, together with such written argument as the party or parties submitting may desire. The board is authorized to require such additional information or evidence, oral or written, as it may deem desirable.

ART. 11. The board shall not consider questions concerning: (a) Changes in rates of pay, (b) changes in rules and working conditions.

ART. 12. In the event of failure of the board to reach a decision in any case submitted, then, upon the request of the party filing the case with the board, the board shall certify to the party the failure of the board to reach a decision.

## CLERKS

The Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees claims jurisdiction over clerks, ticket sellers, station employees, crew dispatchers and callers, storeroom employees and express employees. The greater part of the agreement of the union with the Norfolk Southern Railroad Co., effective June 1, 1926, is here reprinted:

ARTICLE II, RULE 2. This agreement shall not apply to forces in the office of the president, vice president, vice president and general manager, general counsel, chief engineer or treasurer, and the positions in the following offices:

[Chief Clerks, secretaries and accountants,] all off-line traffic offices and all file clerks.

**ART. III, RULE 3.** Employees who regularly devote not less than four hours per day to the writing and calculating incident to the keeping of records and accounts, and transcribing letters, bills, and similar work, including section stockmen, freight inspectors, and checkers, ticket-office employees, and car sealers, and those employed in the operation of mechanical devices such as stenographers, comptometer operators, and Holloworth-machine punch operators, shall be designated as clerks.

The above definition shall not be construed to [include] employees engaged in assorting tickets, waybills, or similar work.

**ART. V, RULE 5.** Seniority will be effective and date from the last time entering the service on their respective seniority districts in any capacity embraced by this agreement.

Employees transferred with their positions from one seniority district to another shall carry their seniority to the district to which transferred. Employees transferred from one seniority district to another at their own request shall rank as new employees on the seniority list of the seniority district to which transferred and will forfeit seniority on the district from which transferred.

In filling vacancies or new positions seniority will prevail when fitness and ability are sufficient, the management to be the judge, except, however, that this provision shall not apply to excepted positions outlined in rule 2.

In the event of a reduction in force or when a position is abolished the employee so displaced, if capable, may displace any junior employee covered by these rules.

An employee applying for and being assigned to an advertised position will not be eligible for position vacated by him until it has been declined by all employees on that seniority district and advertised a second time.

**ART. VI, RULE 6.** Promotion shall be based on seniority, fitness, and ability. Fitness and ability being sufficient, seniority shall prevail (except, however, that this provision shall not apply to excepted positions outlined in rule 2), with the right of appeal in the event the employee feels he has been discriminated against.

**RULE 7.** Employees declining positions or declining to bid for a bulletined position shall not lose their seniority.

**RULE 9.** When an employee bids for and is awarded a permanent position, his former position will be declared vacant and bulletined.

**RULE 10.** All new positions or vacancies will be promptly bulletined in agreed upon places accessible to all employees affected for a period of seven days, on line of road, and five days in general offices. Bulletin to show location, title, hours of service, and rate of pay. Employees desiring position will file their application with the designated official within that time and an assignment will be made within five days thereafter; the name of the successful applicant will, immediately, thereafter be posted for a period of five days where the position is bulletined.

Bulletined positions may be filled temporarily pending an assignment, and in the event no applications are received may be permanently filled without regard to these rules.

**RULE 11.** Positions filled temporarily at the end of 90 days shall be considered as permanent and open to bid.

**RULE 12.** Except when changes in rates result from negotiations for adjustments of a general character, the changing of a rate of any specified position shall constitute a new position.

**RULE 13.** An employee returning after a leave of absence may return to the former position, or may, upon return, within three days thereafter, exercise seniority rights to any position bulletined during such absence. Employees displaced by the return of this employee may exercise their seniority rights in same manner.

**RULE 14.** When more than one vacancy or new position exists at the same time, employees shall have the right to bid on any or all, stating preference. Nothing in this rule shall be construed to prevent employees bidding on a bulletined position irrespective of whether the position sought is of the same, greater, or lesser remuneration.

**RULE 15.** When the established starting time of a regular position is changed more than 1 hour for more than 6 consecutive days, the employees affected, may, within 10 days thereafter, upon 36 hours' advance notice, exercise their

seniority rights to any position held by a junior employee. Other employees affected may exercise their seniority in the same manner.

**RULE 16.** When reducing forces seniority rights shall govern as provided in rule 5. When forces are increased employees shall be returned to the service in the order of their seniority rights, provided, in the opinion of the management, they have fitness and ability. Employees desiring to avail themselves of this rule must file their addresses with the proper official at the time of reduction, advise promptly of any change in address, and renew address each 90 days. Employees failing to renew their address each 90 days or failing to return to service within 7 days after being notified by mail or telegram sent to last address given, or give satisfactory reason for not doing so, will be considered out of the service. In the event of reduction of forces the management shall give the employees affected 10 days' notice, also employees in leaving the service shall give to the management 10 days' notice.

**RULE 17.** Seniority rosters of all employees in each seniority district, as provided in rule No. 4, showing name and proper dating will be posted in agreed upon places accessible to the employees affected. Rosters will be revised and posted in January and July of each year, and will be open to protest for a period of 60 days from the date of posting. Upon presentation of proof of error by an employee or his accredited representative such error will be corrected. The duly accredited representative of the employee shall be furnished with a copy of the roster.

The provisions for semiannual revision and posting of seniority rosters will not be construed to mean that the duly authorized representative of employees will be denied the right to request and receive the revised roster, when a reduction in force is contemplated or when due to turnover in force, the semiannual roster (as applied to a seniority district) does not furnish the information necessary to apply properly the seniority provisions of this schedule.

**RULE 18.** Employees now filling excepted positions or promoted to excepted or official positions shall retain their seniority rights and continue to accumulate seniority in the district from which promoted. When excepted or official positions are filled by other than employees covered by these rules no seniority rights shall be established by such employment.

**RULE 19.** An employee who has been in the service for more than 60 days shall not be disciplined or dismissed without cause. He may, within five days of notice of such discipline or dismissal, request in writing an investigation, at which he shall, if he so chooses, be represented by counsel of his own choosing. He may, however, be held out of service pending such investigation.

**RULE 20.** An employee dissatisfied with the decision of the employing officer shall have a fair and impartial hearing before the next superior officer, provided such request is made in writing within five days of the date of such decision, and the employee shall, if he so desires, be represented by counsel of his own choosing.

**RULE 21.** If an appeal is taken from this hearing, it must be filed within five days with the next highest official, provided no amicable settlement is arrived at. An appeal may be taken to the highest official designated by the management to hear such appeal.

**RULE 22.** An employee, on request, will be given a letter stating the cause of discipline. A copy of all statements made a matter of record at the investigation on appeal will be furnished on request to the employee or his representative. If the final decision decrees that the charges against the employee were not sustained, the records shall be cleared of the charge. If suspended or dismissed, the employee shall be reinstated and paid for all time lost, unless employed elsewhere, in which event he shall receive the difference between salary earned elsewhere and his regular salary.

**RULE 23.** Committees of employees will be granted the necessary leave of absence for investigation, consideration, and adjustment of grievances and will be granted the same consideration in regard to transportation as is granted the general committees representing employees in other branches of the service.

**RULE 24.** No discrimination shall be practiced by the management as between members and nonmembers of the organization, nor shall the members of this organization discriminate against nonmembers or use other methods than lawful persuasion to secure their membership.

**RULE 25.** Prior to the assertion of grievances as herein provided and while questions of grievances are pending there will neither be a shutdown by the employer or a suspension of work by the employee.



**ART. VII, RULE 26.** Except for physical disability, leave of absence in excess of 90 days in any calendar year shall not be granted unless by agreement between the management and the duly accredited representative of the employees. An employee who fails to report for duty at the expiration of the leave of absence shall be considered out of the service, except when failure to report on time is the result of unavoidable delay, the leave will be extended to include such delay.

**ART. VIII, RULE 27.** At offices where three or more clerks are employed employees who have been continuously in the service for one year shall be allowed 10 working-days' vacation per annum with pay. When in the judgment of the management it is not practical to allow vacations to an employee said employee shall, in lieu of his vacation, be paid in addition to his regular compensation the equivalent of 10 days' pay at his regular rate.

When practicable to do so within the spread of the daily assignment, the work of an employee on vacation shall be done by other employees without additional cost to the company.

In the case of absence on account of sickness employees will not be docked, provided the work is kept up by the others without additional cost to the company, but in no case will pay be continued for more than 15 days in one calendar year.

**ART. IX, RULE 28.** Except as otherwise provided in this agreement, eight consecutive hours, exclusive of meal period, shall constitute a day's work, except that this does not apply to employees who may be regularly assigned to intermittent service.

Intermittent service shall cover 8 hours within a spread of 12 hours. Time in this service shall be considered continuous where intervals when released from duty are less than one hour.

**RULE 29.** Hourly rated employees whose seniority entitles them to regular employment required to report at regular starting time and place for a day's work and when conditions prevent work being performed will be allowed a minimum of three hours' pay at pro rata rate. If held on duty over three hours, actual time so held will be paid for. If required to work any part of the time so held and through no fault of their own are released before a full day's work is performed, will be paid not less than eight hours' pay unless they lay off of their own accord. This guaranty will not be construed to apply to those who are employed to take care of the fluctuating work that can not be handled by the regular forces.

**ART. X, RULE 34.** Except as otherwise provided in these rules time in excess of eight hours, exclusive of meal period, on any day will be considered overtime and paid on the actual minute basis at time and one-half.

It is understood that where in a given office it has been the practice to let employees off for a part of the eight-hour day on certain days of the week, such practice shall not be rescinded or departed from except in cases of emergency.

**RULE 37.** No overtime hours will be worked except by direction of the proper authority, except in cases of emergency where advance authority is not obtainable.

**ART. XI, RULE 40.** Work performed on Sunday and the following legal holidays, viz, New Year's Day, Washington's Birthday, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas (provided that when any of the above holidays fall on Sunday, the day observed by the State, Nation, or by proclamation shall be considered as the holiday), shall be paid at the rate of time and one-half, except that employees necessary to the continuous operation of the carrier and who are regularly assigned to such service shall be assigned one regular day off in seven. Sunday, if possible, and if required to work on such regularly assigned seventh day off duty will be paid at the rate of time and one-half; when such assigned day off duty is not Sunday, work on Sunday will be paid for at straight-time rate.

**RULE 41.** Positions (not employees) shall be rated and the transfer of rates from one position to another shall not be permitted.

**RULE 42.** Employees temporarily or permanently assigned to higher rated positions shall receive the higher rates while occupying such positions; employees temporarily assigned to lower rated positions shall not have their rates reduced.

**RULE 43.** The pay of woman employees, for the same class of work, shall be the same as that of men, and their working conditions must be healthful and fitted to their needs.

**RULE 47.** Employees transferred by direction of the management to positions which necessitate a change of residence shall receive free transportation for themselves, dependent members of their family, and household goods when it does not conflict with State or Federal laws.

**RULE 49.** Efforts will be made to furnish employment (suited to their capacity) to employees who have become physically unable to continue in the service in their present position.

**RULE 50.** Established positions shall not be discontinued and new ones created under a different title covering relatively the same class of work for the purpose of reducing the rates of pay or evading the application of these rules.

**RULE 54.** This agreement shall take effect June 1, 1926, and shall remain in full force and effect until changed by mutual agreement or until after 30 days' written notice has been given by either party to the other.

### ENGINEERS AND FIREMEN

The Brotherhood of Locomotive Engineers is composed of locomotive engineers on railroads and motormen on elevated and subway roads in cities, or on surface roads with at least 20 miles outside city limits or roads formerly operated by steam power. The Brotherhood of Locomotive Firemen and Enginemen consists chiefly of locomotive firemen, engine hostlers, and helpers.

The pay of engineers and firemen varies according to the weight of the locomotive on its drivers, whether engaged in passenger, freight, or yard service, whether a coal or an oil burner or an electric, and whether stoked by hand or machinery. Differentials are paid in certain regions where the grades are heavy. Rates are given by the mile and by the day.

The following extracts are taken from the joint agreement of both unions with the lines of the Canadian National Railways east of Armstrong, Port Arthur, Detroit, and St. Clair Rivers, including the lines in New England, effective December 1, 1925. The parts relative to seniority and promotion are similar to those given in the preceding agreement of the clerks. Others of the more important items are as follows:

#### *Passenger service*

**ARTICLE 2, A.** One hundred miles or less (straightaway or turn around), five hours or less, except as provided in clause B of this article shall constitute a day's work; miles in excess of 100 will be paid for at the mileage rate provided, according to class of engine.

**B.** Engineers, firemen, or helpers on short turn around passenger runs, no single trip of which exceeds 80 miles, including suburban and branch line service, shall be paid overtime for all time actually on duty, or held for duty, in excess of 8 hours (computed on each run from the time required to report for duty to the end of that run) within 10 consecutive hours; and also for all time in excess of 10 consecutive hours, computed continuously from the time first required to report to the final release at the end of the last run. Time shall be counted as continuous service in all cases where the interval of release from duty at any point does not exceed one hour. This rule applies regardless of mileage made. For calculating overtime under this rule the management may designate the initial trip.

**C.** Engineers, firemen, or helpers on other passenger runs shall be paid overtime on a speed basis of 20 miles per hour, computed continuously from the time required to report for duty until released at the end of the last run. Overtime shall be computed on the basis of actual overtime worked or held for

duty, except when the minimum day is paid for service performed overtime shall not accrue until expiration of 5 hours.

D. Overtime in all passenger service, except as provided for in clause B of this article, shall be paid for on the minute basis at the rate per hour of not less than one-fifth of the daily rate herein provided, according to the class of engine.

ART. 3, A. Engineers, firemen, or helpers will appear on duty 45 minutes before time ordered for and will sign appearance book. Engineers, firemen, or helpers will be paid 30 minutes at the rate of class of engine and service for getting engine ready before going out on run, which shall be an arbitrary allowance.

B. Engineers, firemen, or helpers who operate engines running through terminals where engine crews change off will be paid for all time required to be on duty at change-off point on the minute basis, with a minimum of 5 miles, such allowance to be paid for as an arbitrary allowance. This applies to both incoming and outgoing crews.

ART. 4, A. Initial terminal delay will be paid for on the minute basis, computed from time of leaving shop track until departure of train. Such time to be used in making up a minimum day.

B. Final terminal delay will be paid for the full delay at the end of the trip at the rate of the class of engine and service on the minute basis, except as provided for in the next paragraph. Time shall be computed from the time train reaches the terminal station until engine is placed on designated shop track or is turned over to hostler or inspector. No mileage will be paid for between the terminal station and designated shop track.

Engineers, firemen, or helpers making less than 100 miles will be paid for 100 miles, but will be liable for further service (except in switching service at yards where regular yard engines are employed, or in the case of engineers, firemen, or helpers coming in from snowplow service) to the extent of 5 consecutive hours at the rate of 1 hour for each 20 miles, or 8 consecutive hours at the rate of 1 hour for each 12½ miles (according to class of service).

C. Engineers, firemen, or helpers in passenger service will be paid on the minute basis for switching at terminals and turn-around points, except as otherwise provided for, time to count from time engine is ordered for until switching is completed, each three minutes to count as 1 mile.

#### *Freight service*

ART. 6, C. Weight on wheels of trailers or tender trucks of engines equipped with booster will be added to weight on drivers to define rate for such class of power.

ART. 7, A. In all classes of service covered by article 6, 100 miles or less, 8 hours or less (straightaway or turn around) shall constitute a day's work; miles in excess of miles required for a minimum day will be paid for at the mileage rates provided, according to class of engine or other power used.

Engineers, firemen, or helpers in pool or irregular freight service may be called to make short trips and turn arounds, with the understanding that one or more turn-around trips may be started out of the same terminal and paid actual miles, with a minimum of 100 miles a day, provided:

First. That the mileage of all trips does not exceed 100.

Second. That the distance run from the terminal to the turning point does not exceed 25 miles, and

Third. That engineers, firemen, or helpers shall not be required to begin work on a succeeding trip out of the initial terminal after having been on duty 8 consecutive hours, except as a new day, subject to the first-in-first-out rule.

B. On runs of 100 miles or less overtime will begin at the expiration of 8 hours; on runs of over 100 miles overtime will begin when the time on duty exceeds the miles run divided by 12½. Overtime shall be paid for on the minute basis at a rate per hour of three-sixteenths of the daily rate according to class of engine or other power used.

#### *Yard service*

ART. 8, C. Eight hours or less constitutes a day's work, overtime at time and one-half.

D. The time for starting day's work for engineers, firemen, or helpers will be the time at which they are required to begin work as a unit. It is under-

stood that the practice of yard engineers and firemen changing off at shop tracks and other points as now in effect will continue, unless more convenient points are mutually agreed upon between the company and the representatives of the men.

E. Except when changing off, where it is the practice to work alternate days and nights for certain periods, working through two shifts to change off; or where exercising seniority rights from one assignment to another, or when extra men are required by schedule rules to be used, all time worked in excess of 8 hours' continuous service in a 24-hour period shall be paid for as overtime on the minute basis at one and one-half times the hourly rate, according to class of engine. This rule applies only to service paid on the hourly or daily basis and not to service paid on mileage or road basis.

K. Yard crews will be allowed 20 minutes for lunch between 4½ and 6 hours after starting work without deduction in pay. Yard crews will not be required to work longer than 6 hours without being allowed 20 minutes for lunch with no deduction in pay or time therefor.

#### *Transfer service*

ART. 10. Engine crews engaged in hauling service 50 per cent or more of their assignment will be considered as in transfer service, and paid accordingly for the entire service period or shift.

Engine crews engaged in transfer service will be required to perform such switching service as may be considered necessary.

#### *Work train service*

ART. 11, A. Eight hours or less, 100 miles or less, to constitute a day's work; overtime on the minute basis at three-sixteenths of the daily rate.

C. Where no roundhouse staff is employed, engineers, firemen, or helpers will be allowed 1 hour at end of day. This 1 hour is allowed for any miscellaneous service in connection with work on engine, providing that it does not exceed 1 hour. This latter allowance is not to be made until 8 hours have been worked and will be paid at pro rata rates.

F. Engineers, firemen, or helpers will be given transportation and allowed to go home for Sundays. When engineers, firemen, or helpers can get home for Sunday they will not be paid.

H. Suitable sanitary sleeping accommodations, including beds, clean blankets, sheets, mattresses, pillows, table, chairs, wash basins, and cook stoves will be provided for the exclusive use of enginemen in work-train service, otherwise enginemen will be run to terminals where suitable sleeping accommodation is provided. When bunk cars are used they shall be stenciled "enginemen's bunk cars" and to be solely for the use of enginemen. Cars to be equipped with screen doors and windows.

#### *Hostlers*

ART. 12, B. "Outside hostlers" are men employed in handling engines between passenger stations and roundhouses, yard and roundhouses, or handling engines on main track, or in yards, and vice versa in all cases mentioned in this clause.

"Inside hostlers" are men employed in handling engines in and about roundhouses, ash pits, storage, or shop tracks, and they will do roundhouse or small shop switching, provided they are not required to go out beyond the roundhouse-track switch. When required to handle engines beyond roundhouse-track switch they will be classed as "outside hostlers" for that day and paid accordingly.

G. Hostlers will be allowed 20 minutes for lunch between 4½ and 6 hours after starting work, without deduction in pay.

H. Hostlers will be supplied from the demoted engineers' and firemen's seniority lists, seniority and ability to count, who will apply for the position within two days after change of time-table, and must retain the position during the life of that time-table, provided there is no junior man to him on the promotion district holding a position as engineer, in which event he must accept his engineer's promotion, except on promotion districts where article 33, paragraph G-2, is in effect. If demoted prior to a subsequent change of time-table he must return to his hostler assignment.

I. Temporary vacancies at all points will be filled by competent firemen on the spare board, who must respond when called, after seven days, the senior applicant from spare board filing written application with the mechanical foreman in charge of terminal will be given the position.

J. When an application for position as permanent hostler has been filed with and approved by the proper officer of the railway and the general chairman of the firemen, by an engineer or fireman who has become incapacitated so that he can not perform road or yard service, but is qualified to hostile, he will be permitted to exercise his seniority to permanent hostler position, provided such movement does not displace a permanent hostler.

#### *General*

ART. 13. Road engineers, firemen, or helpers performing more than one class of road service in a day or trip will be paid for the entire service at the highest rate applicable to any class of service performed with a minimum of 100 miles for the combined service. The overtime basis for the rate paid will apply for the entire trip.

ART. 24, A. Except in cases of wrecks, snow blockades, or washouts on the subdivision to which they are assigned, preventing engineers, firemen, or helpers being returned to their home terminal, unassigned men held longer than 16 hours without being called for duty, will be paid minimum passenger rates for first 8 hours in each subsequent 24 hours thereafter. Time to be computed from time engineers, firemen, or helpers book off duty until the time they resume duty on the next trip. When men book rest of their own accord, as per article 31, time so booked will not be included in computing time held away from home terminal. Time to be submitted on mileage ticket.

ART. 28. Locomotives in road service will not be run tender first after dark, or in cold or inclement weather, except in cases of emergency involving impassable track, wrecks, washouts, snow blockades, engine failures, running for coal or water, and doubling hills at doubling points. This does not apply to pusher, helper, or work train, nor to locomotives having tender equipped with pilot.

ART. 32. The company will supply comfortable and sanitary sleeping quarters where reasonably required for use of enginemen only. There will be spring beds, mattresses, blankets, sheets, towels, pillows, and pillow cases free of charge. Sleeping quarters to be equipped with screen doors and windows, same to be kept in good condition; sleeping quarters to be for use of enginemen only. All sleeping quarters will be equipped with a cook stove and cooking utensils. Lavatories will be supplied where sewer connection is available. Such sleeping quarters will be kept in good condition.

ART. 36, A. Wherever a new piece of road is built or taken over from any construction company or contractor, to be operated as part of the Canadian National Railways within the territory covered by this schedule, engineers, firemen, or helpers who have been employed by such construction companies or contractors shall hold no seniority standing among engineers and firemen employed by the Canadian National Railways.

ART. 39, SECTION 1 A. When from any cause it becomes necessary to reduce the number of engineers on the engineers' working lists on any seniority district, those taken off may, if they so elect, displace any fireman their junior on that seniority district under the following conditions:

C. When hired engineers or firemen are laid off on account of reduction in service they will retain their seniority rights; provided they return to actual service within 30 days from the date their services are required.

D. Engineers or firemen taken off under this rule shall be returned to service as engineers or firemen in the order of their seniority and in their respective class of service, as soon as it can be shown that men in extra passenger service average the equivalent of 4,800 miles per month; in pooled, chain gang, or any other unassigned service paying freight rates average the equivalent of 3,500 miles per month; in road extra service average the equivalent of 3,100 miles per month; in yard extra service average the equivalent of 30 days per month.

ART. 41. Engines will be supplied with coal broken to a suitable size, water, sand, and all firing tools, stores, oil and waste, by roundhouse staff. Engineers and firemen will see that engines are so provided. All lights will be filled and cleaned and lighted before engine is turned out for night run. Engines will be supplied with water kegs and ice by roundhouse staff during the summer months, unless ice boxes are erected at or adjacent to roundhouse.

Storm windows will be kept on cab in cold weather, both side and front; also steam glands packed and kept tight. Cabs will be furnished with separate boxes for storing flags and fuses, spring seats, and suitable boxes for storing clothes, and equipped with back board, side curtains and back curtains from top of cab down to tank, wind shields, and awnings if booked. Headlights to be cleaned and squirt hose to be on all engines. Where firemen are required to set up wedges, fill grease cups, or clean headlights, they will be relieved of such service at all points where competent roundhouse force is employed. Neither will they be required to place or remove tools or supplies from locomotives, fill lubricators, flange oilers, headlights, markers, or other lamps at points where roundhouse force is employed.

ART. 47. When it is necessary for engineers and firemen to move from one terminal or home station to another to exercise their seniority rights, the company to furnish free transportation for their families and household goods.

ART. 48, B. In the operation of motor coaches, not less than two men (motor-man and conductor) shall be used. Motormen (engineers) shall not be required to perform work other than that of a mechanical nature in connection with service to that assigned. Variations to the above may be made, subject to Clause A of this article on branch runs under 50 miles in one direction, where no other trains are being run at the time.

### MAINTENANCE OF WAY EMPLOYEES

The Brotherhood of Maintenance of Way Employees has jurisdiction over maintenance of way and structure employees, including pumpers, flagmen, signalmen at railroad crossings, lampmen, highway crossing watchmen, bridge operators, and shop laborers. Extracts from an agreement between the Chicago, Burlington & Quincy Railroad Co., and the members of the union May 1, 1926, are here given, omitting for the most part the rules about seniority, promotion, and discipline which are practically the same as those in the clerks' agreement:

**RULE 2.** Efficient and economical service, also the spirit of cooperation is essential and will be promoted by the parties hereto. No discrimination will be made in the employment, retention, or conditions of employment of employees because of membership or nonmembership in organizations; nor shall members of organizations discriminate against nonmembers or use other methods than lawful persuasion to secure their membership. The majority of any class or craft shall have the right to select or determine who shall represent them in making an agreement which shall apply to employees in that craft or class. This shall not debar nonmembers of organizations from presenting grievances either in person or by their own representatives.

**RULE 3.** Applicants for employment must fill out application forms where required and employment shall be considered temporary until application has been approved by medical and employment departments, except in event of applicant giving false information, approval may be revoked at any time.

**RULE 4.** Except as otherwise provided in this article, eight consecutive hours, exclusive of the meal period, will constitute a day's work.

(a) Where service requires, such positions as engine watchmen, pumpers, highway crossing watchmen, stockyard employees, etc., may be regularly assigned for 8 hours' work within a spread of not more than 12 hours, overtime to be paid for all time worked in excess of 8 hours within the assigned spread, and in excess of the assigned spread, viz, 9, 10, 11, or 12 hours as the service requirements may necessitate.

(b) Except as otherwise provided in this section, positions not requiring continuous manual labor such as track, bridge, and highway crossing watchmen, signal men at railway noninterlocked crossings, lamp men, engine watchmen at isolated points, and pumpers will be paid a monthly rate (to cover Sunday and holiday service and the hours per day on which rate is constructed). This monthly rate shall be based on hours and compensation at time rate is made. If assigned hours are increased or decreased, the monthly rate shall be adjusted pro rata as the hours of service in the new assignment bear to the hours of service in the present assignment. Nothing herein shall

be construed to permit the reduction of hours for the employees covered by this section below eight hours per day for six days per week. The wages for new positions shall be in conformity with the wages for positions of similar kind, class, and hours of service where created.

(d) For regular operations requiring continuous hours 8 consecutive hours without meal period may be assigned as a day, in which case not to exceed 20 minutes shall be allowed in which to eat, without deduction in pay, when the nature of the work permits.

**RULE 5.** (a) Except as otherwise provided in these rules, time worked on Sundays and the following holidays, namely, New Year's Day, Washington's Birthday, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas, shall be paid for at the pro rata hourly rate when the entire number of hours constituting the regular week-day assignment are worked.

(b) Except as otherwise provided in these rules, when assigned, notified, or called to work, on Sundays and/or the above specified holidays a less number of hours than constitutes a day's work within the limits of the regular week-day assignment, employees shall be paid a minimum of three hours for two hours' work or less and at the pro rata hourly rate after the second hour of each tour of duty.

(c) Except that extra gang foremen working with their gangs, section foremen and section laborers, and bridge and building foremen, mechanics, pile-driver and bridge-derrick engineers, helpers, and laborers will be paid time and one-half time for service on Sundays and above holidays.

**RULE 8.** (a) No overtime hours will be worked without authority of a superior officer, except in case of emergency where advance authority is not obtainable.

(b) Except as otherwise provided in these rules, the ninth and tenth hours when worked continuous with regular work period shall be paid for at pro rata hourly rate; beyond the tenth hour shall be paid for at rate of time and one-half on the minute basis.

(c) Employees will not be required to suspend work during any regular assigned work period for the purpose of absorbing overtime.

**RULE 10.** (a) Employees required by the management to travel on or off their assigned territory in boarding cars will be allowed straight time traveling during regular working hours, and for Sundays and holidays during hours established for work periods on other days.

(b) Employees assigned to duties requiring variable hours working on or traveling over an assigned territory while away from and out of reach of their regular boarding and lodging places or outfit cars, will provide board and lodging at their own expense and will be allowed time at the rate of 10 hours per day at pro rata rates, and in addition pay for actual time worked in excess of 8 hours on the basis provided in these rules, excluding time traveling or waiting. When working at points accessible to their regular boarding and lodging places or outfit cars, the provisions of this rule will not apply.

(c) Employees not in outfit cars will be allowed half time for actual time traveling by direction of the management, during or outside of regular work period or during overtime hours, with a minimum of eight hours' pay for each calendar day.

Where meals and lodging are not provided by the railroad, actual necessary expenses will be allowed.

Employees will not be allowed time while traveling in the exercise of seniority rights or between their home and designated assembling points or for other personal reasons.

**RULE 11.** In emergency cases employees taken away from their regular lodging or outfit cars for work elsewhere will be furnished meals and lodging by the railroad. This rule not to apply to the midday lunch customarily carried by employees, nor when they are not held away from point of lodging or outfit cars an unreasonable time beyond the evening meal hour, nor to employees temporarily transferred under provisions of rule 19, nor to employees covered by rule 10.

**RULE 12.** Employees taken away from their regular assigned duties at the request of the management, to attend court or to appear as witnesses for the railroad, will be furnished transportation and will be allowed compensation equal to what would have been earned had such interruption not taken place and in addition, necessary actual expenses while away from headquarters. Any fees or mileage accruing will be assigned to the railroad.

**RULE 21.** (a) New positions and vacancies will be bulletined not later than 10 days following the date such vacancies occur, except that temporary vacancies of 30 days or less need not be bulletined.

(c) The general rule of promotion and seniority will not apply to such positions as pumpers, track, bridge, and highway crossing watchmen and signalmen at railway noninterlocked crossings, but when practicable vacancies and new positions will be filled by incapacitated employees from any department and preference in filling and retaining these positions will be determined by the degree in which incapacitated for other work, seniority in the service of the railroad, and ability to perform the work.

**RULE 24.** (a) An employee dissatisfied with a decision will have the right to appeal in succession up to and including the highest official designated by the management to handle such cases, if notice of appeal is given the official rendering the decision within 10 days thereafter.

(b) The right of the employee to be assisted by the duly accredited representative of the employee is recognized.

(c) An employee who considers himself otherwise unjustly treated shall have the same right of hearing and appeal.

(d) If the final decision decrees that charges against the employee were not sustained the record shall be cleared of the charge; if dismissed or demoted, the employee shall be reinstated and compensated for wage loss, if any, suffered by him, but not in excess of pay for regularly assigned hours of the position from which dismissed.

**RULE 27.** (a) In order to prevent imposing unreasonable and uneconomical conditions upon this company, the classification of employees and work to be performed by them as defined in these rules shall not act to disqualify or restrict them or other employees in the service of the company from performing all such work as may be assigned to them.

(b) An employee working on more than one class of work on any day will be allowed the rate applicable to the character of work preponderating for the day, except that when temporarily assigned by the proper officer to lower rated positions, when such assignment is not brought about by a reduction of force or request or fault of such employee, the rate of pay will not be reduced; this rule not to permit using regularly assigned employees of a lower rate of pay for less than half of workday period to avoid payment of higher rate.

**RULE 29.** Employees serving on committees, on sufficient notice, shall be granted leave of absence and free transportation for the adjustment of differences between the railroad and its employees.

**RULE 31.** The pay of female employees for the same class of work shall be the same as that of men.

**RULE 34.** In cases of employees located at isolated points, consideration will be given toward affording opportunity to have checks cashed.

**RULE 35.** Camp cars shall be maintained in good and sanitary condition.

**RULE 36.** In filling vacancies or new positions, company employees will be given preference over nonemployees, ability and merit being equal.

## SHOPMEN

Included in the term "shopmen" are those employees engaged in making and repairing the rolling stock of a railroad. Generally they consist of six groups—machinists, boilermakers, blacksmiths, sheet-metal workers, electrical workers, and carmen—the character of the work of the first five being identical with those of the same name previously considered under "Metal trades" and "Building trades." To this list are sometimes added painters, molders, stationary engineers, firemen, pattern makers, and upholsterers. The group is spoken of collectively as shop crafts, maintenance of equipment employees, or, simply, mechanics.

The workers in a shop early grouped themselves into locals of their respective crafts. The craft locals in the various shops of a company frequently formed themselves into system councils or district lodges. Before the war the Railway Employees' Department, American Fed-



eration of Labor, was formed to include all crafts having members at work in railroad shops.

During the war all crafts working for one company were consolidated into a system federation, and each railroad while under Government control made a single agreement covering all shop employees, instead of one with each craft as before.

Since the war the railroads have used no less than five different methods in making agreements with their shopmen—agreements with a system federation, with a company union, with representatives from the various shops and crafts, with the local unions of the crafts acting collectively, and with individual locals acting independently. These agreements are generally very lengthy but are similar to one another, containing sections of general application followed by sections applying to the various crafts individually.

The following extracts are taken from the agreement, as revised September 1, 1926, of the Baltimore & Ohio Railroad Co., with System Federation No. 30, Railway Employees' Department, American Federation of Labor, Mechanical Section No. 1, covering the six crafts. Rules relative to transfer, promotion, seniority, and reduction in force are similar to those heretofore given under preceding heads and are therefore omitted:

**RULE 1.** Eight hours shall constitute a day's work. All employees coming under the provisions of this agreement, except as otherwise provided in this schedule of rules, or as may hereafter be legally established between the carrier and the employees, shall be paid on the hourly basis.

**RULE 2.** (a) There may be one, two, or three shifts employed. The starting time of any shift shall be arranged by mutual understanding between the local officers and the employees' committee based on actual service requirements.

(b) The time and length of the lunch period shall be subject to mutual agreement. Where it is paid for it will not exceed 20 minutes.

(c) Where one shift is employed, the lunch period will not be paid for.

(d) Where two shifts are employed, the 20-minute lunch period will be paid for on the second shift only, except in back shops. Where two shifts are employed in back shops, the lunch period will not be paid for on either shift, and employees will work eight hours, exclusive of the lunch period.

(e) Where three shifts are employed, the 20-minute lunch period will be paid for on all shifts, except as modified.

**RULE 3.** All overtime continuous with regular bulletined hours will be paid for at the rate of time and one-half until relieved, except as may be provided in rules hereinafter set out.

Work performed on Sundays and the following legal holidays, namely, New Year's Day, Washington's Birthday, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas (provided when any of the above holidays fall on Sunday, the day observed by the State, Nation, or proclamation shall be considered the holiday), shall be paid for at the rate of time and one-half time.

**RULE 5.** Any employee who is absent from work for any cause and has not arranged for a definite time to resume duty, will not be permitted to go to work except on approval of ranking officer, unless he gives his foreman notice of his intention to report for duty at least one hour before the expiration of the regular quitting time of the shift on which he is employed, on the day previous to the day on which he intends to report for work.

**RULE 8.** Employees will not be laid off during regular working hours to equalize overtime.

At points where a sufficient number of employees are employed, employees shall not be required to work two consecutive Sundays (holidays to be considered as Sundays under this rule).

Record will be kept of overtime worked, with the purpose in view of distributing the overtime equally among the employees of each craft in so far as their qualifications will permit.

**RULE 9.** Employees sent out to temporarily fill vacancies at an outlying point or shop, or sent out on a temporary transfer to an outlying point or shop, will be paid continuous time from time ordered to leave home point to time of reporting at point to which sent, straight-time rates to be paid for straight-time hours at home station and for all other time, whether waiting or traveling. If on arrival at the outlying point there is an opportunity to go to bed for five hours or more before starting work, time will not be allowed for such hours.

While at such outside point they will be paid straight time and overtime in accordance with the bulletin hours at that point, and will be guaranteed not less than eight hours for each day.

Where meals and lodging are not provided by the company, actual necessary expenses will be allowed.

On the return trip to the home point straight time for waiting or traveling will be allowed up to the time of arrival at the home point.

**RULE 11.** Employees regularly assigned to road work whose tour of duty is regular and who leave and return to home station daily (a boarding car to be considered a home station) shall be paid continuous time from the time of leaving the home station to the time they return, whether working, waiting, or traveling, exclusive of the meal period.

Where employees are required to use boarding cars, the railroad will furnish sanitary cars and equip them for cooking, heating, and lodging, the present practice of furnishing cooks and equipment and maintaining and operating the cars to be continued.

**RULE 14.** Employees serving on night shifts desiring daywork shall have preference when vacancies occur, according to their seniority.

**RULE 20.** Employees who have given long and faithful service in the employ of the company, and who have become unable to perform arduous work, will be given preference of such light work in their line (or other duties mutually agreed to with local committee) as they are able to handle. They shall receive the rate of pay of the position to which they are assigned.

**RULE 32.** No employee shall be disciplined without a fair hearing by a proper officer. Suspension in proper cases pending a hearing, which shall be prompt, shall not be deemed a violation of this rule. At a reasonable time prior to the hearing such employee will be apprised of the precise charge against him, and he shall have reasonable opportunity to secure the presence of necessary witnesses and shall have the right to be there represented by counsel of his choosing.

**RULE 36.** There shall be three recognized classes of apprentices, namely, regular, helper, and special.

All applicants for regular or helper apprenticeships must furnish a letter from their school certifying as to the grades completed by them and must be able to speak, read, and write the English language and pass a satisfactory examination in addition, subtraction, multiplication, and division.

All apprentices must be indentured and shall be furnished with a duplicate of indenture by the company, who will also furnish every opportunity possible for the apprentice to secure a complete knowledge of the trade.

Applicants for regular apprenticeship will be between 16 and 21 years of age; and if accepted shall serve 4 years of 290 days each calendar year. If retained in the service at the expiration of their apprenticeship, they shall be paid not less than the minimum rate established for journeymen mechanics of their respective crafts.

In selecting helper apprentices, ability and seniority will govern, and all selections will be made in conjunction with the respective craft shop committee.

**RULE 37.** Special apprentices shall be selected from young men between the ages of 18 and 26 years who have had a technical-school education and shall serve 3 years of 290 days each calendar year.

Special apprentices shall receive training in the various departments in the different classes of work of the different crafts in the maintenance of equipment department and may be moved from place to place or on any class of work at the discretion of the management.

**RULE 38.** \* \* \* Regular or helper apprentices must complete a minimum schedule of two lessons each month, one in mechanical drawing and the other in general instruction. A grade of 75 per cent or more is considered proficient.

Apprentices leaving the service before completing their apprenticeship will be required to return their complete drawing outfit furnished by the company to the officer in charge at his station before receiving the final pay due them.

**RULE 39.** (a) The ratio of apprentices in their respective crafts shall not be more than one to every five mechanics.

(b) Two apprentices will not be worked together as partners.

(c) The distribution of apprentices among shops where general repairs are made on the division shall be as nearly as possible in proportion to the mechanics in the respective trades employed therein.

(f) Apprentices shall not be assigned or allowed to work on night shifts or overtime except during last year of apprenticeship.

(g) If an apprentice is retained in the service upon completing the apprenticeship, his seniority rights as a mechanic will date from the time of completion of apprenticeship.

(h) Preference will be given to sons of employees in the selection of apprentices to the extent of at least 80 per cent of the number employed.

**RULE 41.** Applicants for employment may be required to take physical examination at the expense of the carrier to determine the fitness of the applicant to reasonably perform the service required in his craft or class. They will also be required to make a statement showing address of relatives, necessary four years' experience, and name and local address of last employer.

**RULE 42.** Good drinking water and ice will be furnished. Sanitary drinking fountains will be provided where necessary. Pits and floors, lockers, toilets, and wash rooms will be kept in good repair and in a clean, dry, and sanitary condition. Shops, locker rooms, and wash rooms will be lighted and heated in the best manner possible consistent with the source of heat and light available at the point in question.

**RULE 43.** Employees injured while at work will not be required to make accident reports before they are given medical attention, but will make them as soon as practicable thereafter. Proper medical attention will be given at the earliest possible moment, and employees shall be permitted to return to work without signing a release pending final settlement of the case.

**RULE 47.** \* \* \* When it is necessary to make repairs to engines, boilers, tanks, and tank cars, such parts shall be cleaned before mechanics are required to work on same. This will also apply to cars undergoing general repairs.

**RULE 49.** When experienced helpers are available, they will be employed in preference to inexperienced men.

Laborers will not be used in place of furloughed helpers where there is sufficient work to keep a helper continuously employed, except for such time as would be necessary to notify the furloughed employee to report for work, and permit rearrangement of forces as per Rule 24.

Employees regularly assigned to helping mechanics of the various crafts will be classified and hold seniority as helpers of the craft to which assigned and when used in connection with mechanics' work, they will be under the charge of the mechanic they are helping, both under the supervision of the foreman.

**RULE 50.** Work of scrapping engines, boilers, tanks, and cars or other machinery will be done by crews under the direction of a mechanic.

**RULE 51.** No employees will be required to work under a locomotive or car without being protected by proper signals. Where the nature of the work to be done requires it, locomotives or passenger cars will be placed over a pit, if available.

The American Federation of Railroad Workers is an industrial union. Its aim is to unite all the workers on a railroad into one organization. It has agreements with several railroads. Extracts from the one with the Pittsburgh & Lake Erie Railroad, October 1, 1926, covering car inspectors, car repairmen, common labor, and other employees in the car department, are here given.

**RULE 1.** Eight hours' work will constitute a day. Employees on hourly work or piecework will be paid pro rata time for service rendered up to and including the eighth hour.

Time and one-half time will be paid all employees employed on an hourly basis after the eighth hour. Employees on a piecework basis required to work after the eighth hour on any day will be compensated 50 per cent additional of their average hourly piecework earnings on that day.

Employees will not be required to suspend work during regular hours to absorb overtime.

**RULE 2.** Employees required to work during or any part of the lunch period shall receive pay for the length of the lunch period regularly taken at point employed at straight time and will be allowed necessary time to procure lunch (not to exceed 30 minutes) without loss of time.

This does not apply where employees are allowed the 20 minutes for lunch without deduction therefor.

**RULE 4.** For continuous service after regular working hours, employees will be paid time and one-half on the actual minute basis, with a minimum of one hour for any such service performed.

**RULE 5.** \* \* \* If during the time on the road a man is relieved from duty and permitted to go to bed for five or more hours, such relief time will not be paid for, provided that in no case shall he be paid for a total of less than eight hours each calendar day, when such irregular service prevents the employee from making his regular daily hours at home station. Where meals and lodging are not provided by railroad, actual necessary expenses will be allowed.

Employees will be called as nearly as possible one hour before leaving time, and on their return will deliver tools at point designated.

If required to leave home station during overtime hours, they will be allowed one hour preparatory time at straight-time rate.

Wrecking-service employees will be paid under this rule, except that all time working, waiting, or traveling on Sundays and holidays will be paid for at rate of time and one-half, and all time working, waiting, or traveling on week days after the recognized straight-time hours at home station will also be paid for at rate of time and one-half.

**RULE 8.** When an employee is required to fill the place of another employee receiving a higher rate of pay, he shall receive the higher rate; but if required to fill temporarily the place of another employee receiving a lower rate, his rate will not be changed.

**RULE 9.** Employees transferred from one point to another, with a view to accepting a permanent transfer, will, after 30 days, lose their seniority at the point they left, and their seniority at the point to which transferred will begin on date of transfer, seniority to govern. Employees will not be compelled to accept a permanent transfer to another point.

**RULE 10.** When the requirements of the service will permit, employees, on request, will be granted leave of absence for a limited time with privilege of renewal. An employee absent on leave who engages in other employment will lose his seniority, unless special provisions shall have been made therefor by the proper official and committee representing his craft.

**RULE 11.** In case an employee is unavoidably kept from work, he will not be discriminated against. An employee detained from work on account of sickness or for any other good cause, shall notify his foreman during the first day's absence, either by telephone, messenger, or United States mail. An employee absenting himself for 30 days, without notifying the management, shall be considered as out of service and dropped from the rolls and seniority roster.

**RULE 14.** Employees laid off on account of reduction in force, who desire to seek employment elsewhere, will, upon application, be furnished with a pass to any point desired on the same railroad.

**RULE 15.** When reducing forces, if men are needed at any other point, they will be given preference to transfer to nearest point, with privilege of returning to home station when force is increased, such transfer to be made without expense to the company. Seniority to govern all cases.

**RULE 17.** Should an employee be assigned temporarily to fill the place of a foreman, he will be paid his own rate—straight time for straight-time hours and overtime rate for overtime hours—if greater than the foreman's rate; if it is not, he will get the foreman's rate. Said positions shall be filled only by mechanics of the respective crafts in their departments.

**RULE 20.** Employees covered by this agreement and those dependent upon them for support will be given the same consideration in granting free transportation as is granted other employees in service.

**RULE 21.** Employees will not be assigned to jobs where they will be exposed to sand blast and paint blowers while in operation.

**RULE 25.** At the close of each week one minute for each hour actually worked during the week will be allowed employees for checking in and out and making out service cards on their own time.

**RULE 26.** Any man who has served an apprenticeship or who has had four years' practical experience at car work, and who with the aid of tools, with or

without drawings, can lay out, build, or perform the work of his craft or occupation in a mechanical manner, shall constitute a carman.

**RULE 29.** Regularly assigned wrecking crews, not including engineers, will be composed of carmen, where sufficient men are available, and will be paid for such service under rule 5. Meals and lodging will be provided by the company while crews are on duty in wrecking service.

**RULE 31.** Coach cleaners to be included in this agreement and will receive overtime as provided herein. Coach cleaners at outlying points may be worked 8 hours within a period of 10 consecutive hours. They may be assigned to any other unskilled work during their 8-hour period of service.

**RULE 32.** In the distribution of work the foreman must exercise every possible care to see that the different gangs are treated uniformly and that one gang must not have a greater proportion of the good work to the detriment of the other gangs.

**RULE 35.** \* \* \* Experienced car repairmen will be permitted to select their own partners, who will be so placed if approved by the foreman.

**RULE 39.** Each car-repair gang will be assigned to a specific car and will remove and replace all work specified by foreman or piecework inspector.

By mutual agreement between the master car builder and the employees, stripping gangs may be used to dismantle cars.

**RULE 40.** The company reserves the right to extend the piecework system to the so-called classified or position system work at any point or points where the work can be satisfactorily performed under such system.

**RULE 41.** The company will endeavor to properly spot all cars on repair tracks by switching crews. When this is impossible, cars will be properly spotted by pieceworkers at the prevailing piecework rates.

**RULE 42.** Rivet-heating furnaces, air hammers, and other power-driven machinery and tools operated by carmen will be delivered to the car by delivery men in time for men to use. The company will keep such equipment in good repair.

**RULE 45.** Employees assigned to the position of car inspector must be able to speak and write the English language and have proper knowledge of the master car builders' rules and safety appliance laws, the management to be the judge.

**RULE 48.** Car inspectors or car-repair men in service will be considered for promotion to positions of foreman when vacancies occur. Men from their respective crafts will be given preference in promotion provided they possess the proper fitness and ability, the management to be the judge.

**RULE 49.** Should any employee, subject to this agreement, believe he has been unjustly dealt with or any of the provisions of this agreement have been violated the case shall be taken to the foreman, general foreman, master car builder, or shop superintendent, each in their respective order, by the duly authorized local committee or their representative.

**RULE 50.** All vacancies and new positions in the ranks of the employees will be bulletined for a period of five days. All employees may bid on such vacancies and new positions on the basis of their seniority standing at the point employed, and the oldest man bidding on such vacancy or new position will be awarded the position, provided he possesses the necessary fitness and ability, the management to be the judge. It is distinctly understood that in each and every instance of promotion the promoted employee will be given every opportunity to qualify.

**RULE 51.** When it becomes necessary to reduce expenses the hours may be reduced to 40 per week before reducing the force. When the force is reduced seniority as per rule 50 will govern, the men affected to take the rate of the job to which they are assigned.

Forty-eight hours' notice will be given before hours are reduced. If the force is to be reduced, four days' notice will be given the men affected before reduction is made, and lists will be furnished the local committee.

**RULE 55.** Employees who have given long and faithful service in the employ of the company and who have become unable to handle heavy work to advantage will be given preference of such light work in their line as they are able to handle, and such employees will be compensated the rate of pay of the job to which assigned.

**RULE 57.** \* \* \* The management will continue the practice of conducting time studies, to the end that all prices may be on a fair and equitable basis.

**RULE 58.** This agreement shall take effect October 1, 1926, and shall remain in full force and effect and, except as otherwise herein provided, will not be changed until 30 days' notice has been given in writing by either party to the other.

### SIGNALMEN

The Brotherhood of Railroad Signalmen of America includes employees engaged in the construction or maintenance of interlocking systems, light systems, train-control devices, and signals of all kinds. Extracts from an agreement with the Southern Railway Co. and its allied lines, effective April 16, 1926, are here given. Rules relative to promotion and discipline are omitted, as they are similar to those already given for other railroad occupations:

**ARTICLE II, RULE 2.** Except as provided in rule 6, seniority begins at the time employee's pay starts on last entrance into company's service in the class employed, except that employees may be restored with former seniority, if any, within six months of dismissal; after six months can not be restored with seniority unless agreeable to management and all employees adversely affected.

**RULE 3.** Seniority rights of all employees are confined to the class in which employed.

**RULE 4. (a)** When regular assigned territories are rearranged, necessitating abolishing or moving headquarters, the employee whose headquarters is abolished or moved shall have the right (ability and merit being sufficient in judgment of management) to take charge of the territory which includes his former headquarters, provided his seniority is greater than that of employee whose territory is extended to cover his former headquarters. Failing to accept new assignment, he shall be governed by the provisions of rule 5 (a).

(b) Except as provided in rule 4 (a), when force is reduced the senior man in a class on the seniority district, capable of doing the work, shall be retained.

(c) Employees laid off on account of reduction in force, if competent, shall be given employment on another division when there are vacancies, in preference to new men, with privilege of returning to their former division when conditions will permit, and will regain their former rights.

**RULE 5. (a)** Seniority rights of employees to new positions or vacancies will, unless otherwise agreed, be restricted to the territory over which one signal and electrical engineer has jurisdiction. When force is reduced, an employee, if no new position or vacancy is open, will have the right to displace only the employee of the same class with the least seniority rights. An employee displaced or reduced will have the right to displace the employee with the least seniority rights in the next lower class in which he previously held seniority rights and will regain such rights and will retain his seniority rights in the class from which demoted.

(b) In case of change in seniority districts a relative proportion of the total employees affected will be transferred to, and their seniority rights adjusted in the revised districts, by the management, with a properly constituted committee representing the employees.

**RULE 6.** Employees assigned to temporary service may, when released, return to the position from which taken, without loss of seniority. An employee of a lower class filling a temporary position or vacancy in a higher class will not establish seniority rights in the higher class, unless he is promoted or permanently assigned to the higher class. A man temporarily employed will not have any seniority rights.

**RULE 7. (a)** Seniority rosters of employees of each class, by seniority districts, will be separately compiled.

(c) Rosters will be revised in January of each year and will be open to correction for a period of 30 days after posting.

**RULE 8.** Employees given leave of absence in writing by proper authority of the company, for six months or less, will retain their seniority. Employees failing to return before the expiration of their leave of absence will lose their seniority, unless an extension has been obtained.

**RULE 9.** When employees, laid off by reason of force reduction, desire to retain their seniority rights, they must, within five days of the effective date of reduction, file a written request showing their address with the officer notifying them of the reduction and renew same each 60 days. Changes in address

must be filed immediately. Failure to do this or to renew the request and address each 60 days, or return to the service within 10 days after being so notified, will forfeit all seniority rights.

**RULE 11.** Employees accepting positions in the exercise of their seniority rights will do so without causing extra expense to the company, and will not be allowed time for traveling. They will be allowed free transportation for themselves, the dependent members of their family, and their household effects not oftener than once in any one year when changing station, unless otherwise agreed to by the management.

**RULE 12.** Employees who have given long and faithful service in the employ of the company, and who have become unable to handle heavy work to advantage, will be given preference of such light work as they are able to handle, at the rate of the job to which assigned.

**ART. V, RULE 26.** Eight consecutive hours, exclusive of the meal period, except as otherwise provided in these rules, shall constitute a day's work.

**RULE 27.** Where less than three shifts are employed, the meal period shall be not less than 20 minutes nor more than 1 hour, consistent with the requirements of the service.

**RULE 28.** Where three shifts are employed, the spread of each shift shall be 8 hours, including an allowance of 20 minutes for lunch.

**RULE 31.** Employees will not be required to suspend work during regular hours to absorb overtime.

**RULE 32.** Regularly established daily working hours will not be reduced below eight to avoid making force reductions, unless agreeable to the employees affected.

**RULE 33.** Except as provided in these rules no compensation will be allowed for work not performed.

**RULE 34.** Overtime hours, continuous with regular working hours, shall be computed on the actual minute basis at the rate of time and one-half. \* \* \*

**RULE 35.** Work performed on Sundays shall be paid at the rate of time and one-half, except that employees necessary to the continuous operation of the carrier and who are regularly assigned to such service will be assigned one regular day off duty in seven, Sunday, if possible, and if required to work on such regularly assigned seventh day off duty will be paid at the rate of time and one-half time; when such assigned day off duty is not Sunday, work on Sunday will be paid for at straight-time rate.

**RULE 40.** Hourly rated employees sent from home station to perform work and who do not return to home station daily will be allowed time for traveling or waiting in accordance with rule 43. All hours worked will be paid for, straight time for straight-time hours and at the overtime rate for overtime hours. Actual expenses will be allowed at the point to which sent if meals and lodging are not provided by the company or camp cars to which employees are assigned are not available.

**RULE 41.** When the majority of the gang foremen, or of the maintainers and assistant maintainers desire, they may, if agreeable to the management, be paid a monthly salary as full compensation for all services rendered. Employees so classified and paid shall be allowed their actual expense for meals and lodging when away from home station or section, except that the expense of the noonday meal will not be allowed when employees working on their assigned territory leave and return to their home station the same day.

**RULE 43.** Employees (except those covered by rule 41) who do not return to home station daily, when not in camp cars and traveling by direction of management, will be allowed actual time for traveling or waiting during the regular working hours. Actual time, not to exceed eight hours, at the straight-time rate from the time required to report to the time of arrival at the point to which sent, will be paid as full compensation for traveling or waiting between the end of the regular hours of one day and the beginning of the regular hours of the following day when sleeping accommodations are not available. Actual expenses, but no time, will be allowed for traveling or waiting between the end of regular hours of one day and the beginning of the regular hours of the following day when sleeping accommodations are available.

**RULE 44.** Employees traveling in camp cars by direction of the management will be allowed actual time for traveling or waiting during the regular working hours and for Sundays and holidays during hours established for work periods on other days. When practicable, cars will be moved after 6 a. m. and before 9 p. m.

**RULE 46.** When an employee is required to fill the place of another employee receiving a higher rate of pay he shall receive the higher rate; but if required to fill temporarily the place of another employee receiving a lower rate, his rate will not be changed. An assistant maintainer or an assistant signalman, who has not had four years' experience as assistant signal maintainer or assistant signalman, or is not qualified by experience as maintainer or signalman to perform all of the duties and responsibilities of the position he is to fill, filling a like position temporarily or a higher position for two weeks or less at his home station, will retain his own rate. After the expiration of two weeks he will receive the prescribed rate for the position filled, corresponding to his years of service.

**RULE 51.** Employees taken away from their regular assigned duties, at the request of the management, to attend court or to appear as witnesses for the company, will be furnished transportation and will be allowed compensation equal to what would have been earned had such interruption not taken place, and, in addition, necessary actual expenses. Any fees or mileage accruing will be assigned to the company.

**RULE 52.** Employees attending educational meetings called by the signal supervisor will be allowed straight time for regular working hours. No expenses or overtime will be allowed. Meetings will be held at points convenient for the employees. Attendance at such meetings will be voluntary.

**RULE 53.** No overtime hours will be worked except by direction of proper authority, except in cases of emergency where advance authority is not available.

**ART. VI, RULE 54.** There will be no discrimination on account of membership or nonmembership in an association of employees.

Employees serving on committees shall, on sufficient notice, be granted leave of absence and such free transportation as is consistent with the regulations of the company, when on committee work. Employees will be granted leave to attend meetings of their lodges if the requirements of the service permits, and free transportation will be furnished consistent with the regulations of the company.

**RULE 55.** Employees covered by this schedule and those dependent upon them for support will be given the same consideration in granting free transportation as is granted other employees in the service.

**RULE 57.** Construction gangs shall be furnished with good comfortable and sanitary camp cars such as are customarily furnished forces of this character; same to be kept in good repair and suitable for movement by any designated train with safety. Camp cars shall be screened and will be ceiled as rapidly as circumstances will permit. The interior shall be painted at least once a year when practicable. When kitchen and dining cars are furnished they will be equipped with stoves and necessary utensils in proper proportion to the number of men to be accommodated. Permanent camp cars used for road service will be equipped with springs consistent with safety and character of car and comfort of employees. It will be the duty of the foreman or man in immediate charge of the cars to see that they are kept clean and sanitary.

**RULE 60.** \* \* \* Gang foremen, leading signalmen, and leading maintainers will be paid a differential of 5 cents per hour.

### **SLEEPING AND DINING CAR CONDUCTORS AND PORTERS**

The New York, New Haven & Hartford Railroad Co. made an agreement with the Brotherhood of Dining Car Employees, April 30, 1926, which is reprinted here practically in its entirety, except for the paragraphs relating to wages:

Two hundred and forty hours of service in regular assignment shall constitute a basic month's work.

All the time in excess of 240 hours in any one month in regular assignment shall be counted as overtime and shall be paid for at the pro rata hourly rate.

Cooks and waiters shall be considered on duty from the time required to report for duty until released from duty, except that time released for rest on trips at lay-over, turn-around, set-out, or terminal points shall be deducted where interval of release free from duty exceeds one hour. Deduction for rest period not to exceed two and one-half hours in any one day or trip. Deadhead hourage when authorized shall be considered as service hourage.



When called for work such as stocking or unstocking of cars or similar work on other than their own assignment, will be paid four hours' pay for four hours' work or less; eight hours' pay for over four hours and less than eight hours' work, on the actual basis thereafter at their respective hourly rate.

Minimum allowance for a trip where there is no regular assignment shall be eight hours; and it is further agreed that when used on other than their own assignment they will be paid not less than they would have received on their regular assignment.

Two days off duty each calendar month will be allowed at designated home terminal if month's schedule is completed. It is understood that when schedule permits employee to lay off at home terminal each full 24 hours of such period will apply as one day relief.

Chefs and second cooks with more than one year's cumulative experience in dining-car service will, upon entering service, receive as a starting rate the wage specified for over one year to two years' service. Progressive rates dating from last time employed shall be applied thereafter, seniority in service to date from last time employed.

Within 10 days from the date of signing of this agreement the management shall issue and post in the commissary office, in a place accessible to all employees, a schedule or list showing the exact assignment of runs. They shall also, and upon the same terms, post a seniority roster of all employees governed by this agreement as at present employed, showing names and dates of entering the service.

Whenever a vacancy or change of one hour in schedule shall occur (except to conform to daylight-saving time) a bulletin will be issued within five days of such vacancy or change and posted in the commissary office in a place accessible to all, describing the vacancy, and the same shall be open to bids for a period of five days from the date of posting. Within five days thereafter the run or vacancy will be filled according to seniority.

Seniority roster as above mentioned will be corrected and reposted on the first day of January of each year and will be open for correction for a period of 60 days on proof of error by employee or his duly accredited representative.

Promotion shall be based on ability, merit, and seniority; ability and merit being sufficient, seniority shall prevail. The management to be the judge.

Chefs and second cooks accepting promotion will be given reasonable time in which to qualify, and failing in same will be returned to their former position without loss of seniority. Those who decline promotion will not lose their seniority. In reducing forces, seniority shall govern, ability and merit being sufficient, the management to be the judge.

The management agrees that there will be no discrimination against employees interested who serve on any committee of the brotherhood or committees representing the cooks and waiters collectively or individually, and they will be granted leave of absence without pay while serving on such committees. Free transportation will be granted employees serving on committees for the adjustment of grievances in accordance with regulations issued by the company from time to time and in conformity with State and Federal laws.

Except as above mentioned for grievance committees no leave of absence will be granted for a longer period than one month, subject to renewal. No leave of absence will be granted for the purpose of engaging in other than railroad positions for this company.

It is understood and agreed that any employee who considers himself unjustly treated, or disciplined, or who has any grievance under the existing agreement, shall, upon request, be granted a hearing before the official designated to hold such hearing within 10 days from date of notice of such discipline.

If this decision is unsatisfactory, an appeal may be made to the superintendent of dining-car department, if done in writing within 10 days from date of such notice. At any and all hearings, an employee may be represented by a duly accredited representative or committee. If it is found that he has been discharged or disciplined without cause, he will be reinstated and reimbursed for his wage loss, if any.

That agreement shall go into effect as of the date of April 30, 1926, and shall remain in full force and effect for one year, and thereafter unless either party gives 30 days' notice to the other in writing of the intention to change same.

The employees of the Pullman Co. are not unionized. Extracts from an agreement made between the Pullman Co. and its porters

and maids under a plan of employees' representation, effective February 15, 1926, follow:

**RULE 1. (a)** The employees covered by this agreement are hired at monthly rates of pay. Eleven thousand miles per month shall constitute a basic month's service; deadhead mileage properly authorized to be counted as service mileage. Where a regular assignment is less than 11,000 miles per month, deduction will not be made from the respective established wage in consequence thereof.

**(b)** Compensation and mileage for trip of employee up to designated schedule time of first station shown in working time-table after midnight, on a car scheduled to leave prior to 12 o'clock midnight of the last day of a month, will be credited to the month in which the train handling the car is scheduled to leave.

**(c)** Porters assigned and equipped to run in charge of either one sleeping car or one parlor car, whether for the whole trip or only a portion thereof, or whether in one direction only or in both, will be paid the "in-charge" rate of pay for such service.

**(d)** Porters assigned and equipped to run in charge of two or more cars will be paid at the monthly rate of pay allowed conductors with one year's service or less.

**(e)** When hired, an employee will be given instructions for a period of six days, and will be paid for such instruction time at the minimum monthly rate.

**(f)** Six months from date of employment shall be considered sufficient time to determine the competency of an employee, and within that probationary period such employee may be dismissed for incompetency without hearing. This shall not abridge the right of the management to suspend or discharge employees for incompetency or other just and sufficient reasons at any time, provided they are given a fair and impartial hearing, if requested.

**(g)** Road service performed on specified lay-overs or relief days will be credited at the rate of 30 miles per hour from time required to report until released, and paid for separately at sixty one-hundredths of 1 cent per mile in addition to all other earnings for the month; such mileage not to be included in the monthly accumulated mileage.

**RULE 2. (a)** Mileage made in excess of 11,000 miles per month will be paid for at the rate of sixty one-hundredths cent per mile.

**(b)** Where trains carrying Pullman cars are delayed beyond their scheduled time of arrival to the extent of one hour or more, the employees covered by this agreement will be paid for the full amount of such actual delay on the basis of 30 miles for each hour of such delay computed at the rate of sixty one-hundredths cent per mile; such payment to be in addition to all other compensation for the month; such mileage not to be included in the accumulated monthly mileage.

**(f)** When porters or maids serving as employee representatives on the committees elected under the plan of employee representation are withheld from regular line service to attend meetings of such committees, they will be paid \$2.50 per day in addition to all other compensation for the month, for the actual time thus lost from regular line service. When such committee service occurs during their lay-over periods they will be paid 25 cents per hour for the actual number of hours spent on such work, in addition to all other compensation for the month.

**RULE 3. (a)** Not less than 96 hours off duty each calendar month in 24 consecutive-hour periods or multiples thereof will be allowed at designated home terminals.

**(b)** Porters operating on standard sleeping cars in one-night runs will not be required to make more than two round trips without relief.

**RULE 4. (a)** The principle of seniority is sound and should be adhered to. It should be so applied as not to cause undue impairment of the service.

The seniority of a porter or maid, which is understood in this agreement to mean his or her years of continuous service from the date of last time employed, shall be confined to the district where he or she is employed.

**(b)** When such employees are permanently transferred from one district to another, their seniority in the district to which transferred will begin with the date of transfer, and they will lose all seniority in the district from which transferred. Employees will not be compelled to accept a permanent transfer to another point.

(c) Where such employees are transferred to other districts to work on seasonal runs or other temporary assignments, they will retain their seniority in the district from which transferred and will rank as junior to all employees of the same classification in the district to which transferred.

(d) Separate rosters showing seniority of the respective classes of employees covered by this agreement will be revised and posted in January of each year in a place accessible to those affected, and will be open to correction for 60 days. The names of the employees will be shown on the roster in accordance with seniority.

**RULE 5.** (a) New runs or vacancies will be promptly bulletined for a period of 10 days in the district where they occur.

(b) An employee displaced from his regular assignment may bid for any other assignment where his seniority is greater than that of the junior employee on such assignment. Fitness and ability being sufficient, he shall be assigned to the run.

**RULE 6.** (a) When the requirements of the service will permit, employees on request will be granted leave of absence for a reasonable length of time, with privilege of renewal, according to their requirements.

**RULE 7.** Employees who have given long and faithful service in the employ of the company, and who have become unable to follow their occupation to advantage, will be given such other work as may be available and as they are able to handle, and will receive the rate of the position to which they are assigned.

**RULE 9.** (c) Should an employee subject to this agreement believe that he has been unjustly dealt with or any of the provisions of this agreement have been violated, he may appeal to his district official, and, failing satisfactory adjustment, he may proceed as follows:

(d) He may refer the matter to the local committee, such committee to grant prompt hearing and careful consideration and make its recommendation to the highest local officer of the company designated to handle such matters. Failing satisfactory adjustment, the claimant or the local committee may refer the matter to the zone general committee under the plan of employee representation, and, failing satisfactory adjustment, to the bureau of industrial relations, with right to appeal as provided by law.

(e) All conferences between local officials and local committees and between officials and zone general committees to be held during regular working hours without loss of time to committeemen.

(f) Grievances and requests for conferences shall be submitted in writing and must be signed by employee or employees making the complaint or requesting the conference, and conference shall be granted within 10 days from the date of application. Conference between district officials and local committees will be held promptly.

**RULE 10.** The company will not discriminate against any committeeman or representative who from time to time represents other employees, and will grant them leave of absence when delegated to represent other employees, in accordance with the plan of employee representation.

**RULE 12.** (a) Should either party signatory to this agreement desire to revise these rules, a written statement containing the proposal shall be submitted to the other party and conference held within 90 days to negotiate relative to revision. This agreement may be terminated by either party hereto giving written notice of such desire to the other party hereto, whereupon this agreement shall terminate 60 days after the giving of such written notice.

## TELEGRAPHERS

The Order of Railroad Telegraphers includes telegraphers, train dispatchers, agents at railroad stations, line repairers, towermen, levermen, interlockers, tower or train directors, telephone operators, block operators, and staffmen employed on railroads.

The following extracts are taken from the agreement between the order and Maine Central Railroad Co. and Portland Terminal Co., effective for one year from December 30, 1926:

**RULE 2.** Except as specified in rule 3, eight consecutive hours, exclusive of the meal hour, shall constitute a day's work, except that where two or more shifts

are worked, eight consecutive hours with no allowance for meals shall constitute a day's work.

**RULE 3.** At small nontelegraph or nontelephone agencies where service is intermittent, 8 hours actual time on duty within a spread of 12 hours shall constitute a day's work. Employees filling such positions shall be paid overtime for all time actually on duty or held for duty in excess of eight hours from the time required to report for duty to the time of release within 12 consecutive hours, and also for all time in excess of 12 consecutive hours, computed continuously from the time first required to report until final release. Time shall be counted as continuous service in all cases where the interval of release from duty does not exceed one hour.

Intermittent service is understood to mean service of a character where during the hours of assignment there is no work performed for periods of more than one hour's duration and service of the employees can not otherwise be utilized.

**RULE 4.** Except as otherwise provided, time worked in excess of eight hours, exclusive of meal period, on any day, will be considered overtime and paid on the actual minute basis at time and one-half rate.

For continuous service after regular working hours, employees will be paid time and one-half on the actual minute basis. Employees shall not be required to work more than two hours without being permitted to go to meals. Time taken for meals will not terminate the continuous-service period and will be paid for up to 30 minutes.

**RULE 5.** Employees notified or called to perform work not continuous with the regular work period will be allowed a minimum of three hours for two hours' work or less, and if held on duty in excess of two hours, time and one-half will be allowed on the minute basis.

**RULE 7.** Where but one shift is worked, employees will be allowed 60 consecutive minutes between 11.30 and 1.30 o'clock, day or night, for meals.

**RULE 8.** Regular assignments shall have a fixed starting time and the regular starting time shall not be changed without at least 36 hours' notice to the employees affected.

**RULE 9.** Employees will be excused from Sunday and holiday duties as much as the condition of business will permit.

Time worked on Sundays and the following holidays, namely: New Year's Day, Washington's Birthday, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas (provided when any of the above holidays fall on Sunday, the day observed by the State, Nation, or by proclamation shall be considered the holiday) shall be paid for at the regular hourly rate when the entire number of hours constituting the regular week-day assignment are worked.

When notified or called to work on Sundays and the above-specified holidays a less number of hours than constitute a day's work within the limits of the regular week-day assignment, employees shall be paid a minimum allowance of two hours at overtime rate for two hours' work or less, and at the regular hourly rate after the second hour of each tour of duty. Time worked before or after the limits of the regular week-day assignment shall be paid for in accordance with overtime and call rules.

**RULE 12.** Relief employees shall receive the same compensation as the person relieved. An employee holding a regular assignment will, when required to do relief or emergency work in another office, receive no less compensation than that to which his regular assignment entitles him, and will be allowed actual time at the rate of regular assignment when going from home station to point where service is to be performed and returning. This allowance for traveling not to apply between different offices in same town.

**RULE 13.** Seniority right begins at the time employee's pay starts.

A seniority roster of all employees, covered by rule 1 in this schedule, will be issued by the railroad and a copy of same furnished each local chairman. This roster will be revised annually prior to January 1, and will be open to protest for a period of 60 days from date of posting.

The seniority right of employees, as per rule 1, extends over the entire system.

**RULE 14.** (a) Promotion shall be based on seniority, fitness, and ability; fitness and ability being sufficient, seniority shall govern, the superintendent to be the judge.

(b) Positions of telegrapher in train dispatchers' offices are to be filled by telegraphers considered by the superintendent as fitted to qualify as a train dispatcher. These positions will be open to bid and applicants therefor will be given first consideration.

**RULE 16.** An employee on the spare list desiring to retain seniority must file his address with proper official, and advise promptly of any change in address, renewing each 90 days. Failure to renew address each 90 days, or to return to the service within 5 days after being notified (by mail or telegram sent to the address last given), or give satisfactory reason for not doing so, will be considered out of the service.

**RULE 17.** An employee shall not be disciplined without a fair hearing by a designated officer of the company, and shall previously be apprised of the charge against him. He shall have a reasonable opportunity to secure the presence of witnesses and have a right to be represented by counsel of his own choosing. If the charges against him can not be sustained, he shall be compensated for his wage loss, if any. In proper cases employees may be suspended pending hearing, which shall promptly follow charges.

**RULE 18.** Committee representing employees shall take up with officer of department in local charge grievances arising between employees and management; and if not able to settle them locally, may appeal within 30 days in proper succession to and including the highest officer designated by the management to handle such cases, copy of notice of appeal to be given the official rendering decision.

**RULE 19.** An employee taken away from his regular assigned duties by direction of the management to attend court or to appear as witness for the railroad will be furnished transportation and will be allowed compensation equal to what would have been earned on regular assignment had such interruption not taken place, and in addition actual necessary expenses while away from his home station. Any fees or mileage accruing will be assigned to the railroad.

**RULE 20.** When conditions of the service will permit and proper reasons are advanced leave of absence not exceeding 90 days will be granted. In case of physical disability or for other proper reasons leave of absence in excess of 90 days will be given consideration. An employee who fails to report at the expiration of leave of absence shall be considered out of the service, except when failure to report on time is the result of unavoidable delay.

**RULE 21.** Employees who are required to be bonded shall be acceptable to a bonding company selected by the railroad, the premium to be at the expense of the railroad.

**RULE 22.** An employee covered by rule 1 who may accept an official position in the service of the railroad, or being exclusively employed by the Order of Railroad Telegraphers, will in either case retain his seniority rights in the service.

**RULE 24.** When the handling of express business is discontinued or created at any station, thereby reducing or increasing the duties and responsibility of the agent, prompt adjustment of salary will be made, conforming to rates paid for similar positions.

**RULE 25.** An employee transferred from one location to another, in exercising his seniority rights, will be entitled to move his household effects without payment of freight charges, if lawful.

**RULE 26.** Such free transportation as is consistent with the regulations of the management from time to time in effect will be granted to employees covered by this schedule.

### TRAINMEN AND CONDUCTORS

The Order of Railway Conductors of America is composed of conductors only. The Brotherhood of Railroad Trainmen consists principally of baggagemen, brakemen, and flagmen. Both unions work together harmoniously and many railroads make a joint agreement with both. The latest agreements with either or both organizations in the possession of the bureau on April 1, 1927, are dated 1924. The following extracts are taken from the joint agreement of conductors, trainmen, and yardmen with the New York Central Rail-

road lines east of Buffalo, dated January 16, 1924, and still in effect. As before, sections relating to seniority and promotion are omitted:

*Passenger service*

ARTICLE 2. One hundred and fifty miles or less (straightaway or turn around) shall constitute a day's work. Miles in excess of 150 will be paid for at the mileage rates provided.

A passenger day begins at the time of reporting for duty for the initial trip. Daily rates obtain until the miles made at the mileage rates exceed the daily minimum.

ART. 3. (a) Trainmen on short turn-around passenger runs, no single trip of which exceeds 80 miles, including suburban and branch line service, shall be paid overtime for all time actually on duty or held for duty in excess of 8 hours (computed on each run from the time required to report for duty to the end of that run) within 10 consecutive hours; and also for all time in excess of 10 consecutive hours computed continuously from the time first required to report to the final release at the end of the last run. Time shall be counted as continuous service in all cases where the interval of release from duty at any point does not exceed one hour. This rule applies regardless of mileage made. For calculating overtime under this rule the management may designate the initial trip.

(b) Trainmen on other passenger runs shall be paid overtime on a speed basis of 20 miles per hour, computed continuously from the time required to report for duty until released at the end of last run. Overtime shall be computed on the basis of actual overtime worked or held for duty, except that when the minimum day is paid for the service performed overtime shall not accrue until the expiration of 7 hours and 30 minutes from time of first reporting for duty.

(c) Overtime in all passenger service shall be paid for on the minute basis at a rate per hour of not less than one-eighth of the daily rate herein provided.

ART. 4. (b) When a regularly assigned passenger man lays off of his own accord or is held out of service, the extra man will receive the same compensation the regular man would have received, and the amount paid the extra man, or men, will be deducted from the amount the regular man would have received had he remained in service, the sum of the payments to the man, or men, who may be used on the run equaling the monthly guaranty.

(d) For the purpose of avoiding payment of excess overtime on turn-around runs in passenger service when any part or leg thereof is over 80 miles, the railroads will be privileged to rearrange runs, combine pools or sets of runs, and may establish interdivisional runs, excepting when this may be prohibited by provisions of existing agreements, such runs to be paid for in accordance with the mileage schedules of this order, but in no case less than the combination of trip rates in effect at the date of this order.

*Freight service*

ART. 6. (a) In all road service, except passenger service, 100 miles or less, 8 hours or less (straightaway or turn around) shall constitute a day's work. Miles in excess of 100 will be paid for at the mileage rates provided.

(b) On runs of 100 miles or less overtime will begin at the expiration of 8 hours; on runs of over 100 miles overtime will begin when the time on duty exceeds the miles run divided by  $12\frac{1}{2}$ . Overtime shall be paid for on the minute basis, at a rate per hour of three-sixteenths of the daily rate.

(c) Road conductors and trainmen performing more than one class of road service in a day or trip will be paid for the entire service at the highest rate applicable to any class of service performed. The overtime basis for the rate will apply for the entire trip.

ART. 8. Conductors and trainmen in pool freight and in unassigned service held at other than home terminal will be paid continuous time for all time so held after the expiration of 16 hours from the time relieved from previous duty, at the regular rate per hour paid them for the last service performed. If held 16 hours after the expiration of the first 24-hour period, they will be paid continuous time for the next succeeding 8 hours, or until the end of the 24-hour period, and similarly for each 24-hour period thereafter. Should a conductor or trainman be called for duty after pay begins, time will be com-

puted continuously, provided that if overtime accrues on the trip that portion of the overtime due to starting pay at the expiration of the 16-hour period, instead of at the time actually required to report for duty, shall be paid at the pro rata rate, in order that time and one-half time for overtime will not be so applied as to increase the rates paid for time growing out of the held-away-from-home-terminal rule.

#### *Yard service*

ART. 13. Eight hours or less shall constitute a day's work.

ART. 14. Except when changing off where it is the practice to work alternately days and nights for certain periods, working through two shifts to change off; or where exercising seniority rights from one assignment to another; or when extra men are required by schedule rules to be used (any rules to the contrary to be changed accordingly), all time worked in excess of 8 hours' continuous service in a 24-hour period shall be paid for as overtime, on the minute basis, at one and one-half times the hourly rate. This rule applies only to service paid on an hourly or daily basis and not to service paid on mileage or road basis.

ART. 16. (a) Regularly assigned yard crews shall each have a fixed starting time, and the starting time of a crew will not be changed without at least 48 hours' advance notice. Practices on individual roads as to handling of transfer crews are not affected by this section.

(b) Where three 8-hour shifts are worked in continuous service, the time for the first shift to begin work will be between 6.30 a. m. and 8 a. m.; the second, 2.30 p. m. and 4 p. m.; and the third, 10.30 p. m. and 12 midnight.

(c) Where two shifts are worked in continuous service, the first shift may be started during any one of the periods named in section (b).

(f) At points where only one yard crew is regularly employed, they can be started at any time, subject to section (a).

ART. 24. (a) All deadheading will be paid for at the rate that applies to the service in connection with which deadheading is required.

ART. 28. Any member of a train crew required to remain on duty after arrival at terminal longer than other members of the train crew shall be allowed continuous time for time so held, and shall render time slips accordingly.

ART. 29. Where pilots are required, conductors, when available, will be used; if other trainmen are used they shall receive conductor's rates.

ART. 33. (a) Trainmen on express trains handling more than 10 freight cars not equipped with passenger running gear shall be paid under article 5 (a).

ART. 34. Work, way freight and local, pick up and drop train crews shall not be required to work Sundays out of their home terminals in through freight service when crews in rounds service are available; if held for service but not used they shall be paid a day's pay.

ART. 35. When new territory is added to a division, or when trainmen are ordered to learn other portions of the road, they shall be paid proper compensation, the superintendent to be the judge thereof. This shall not apply when trainmen bid in a run in unfamiliar territory, or when promoted.

ART. 39. (a) When trainmen in regular or extra passenger service make the equivalent of 6,000 miles in any calendar month they will be relieved at their home terminal for the remainder of month.

(b) When trainmen in freight service do not make 3,200 miles in extra freight service in one month, the number in the service shall be reduced according to seniority. Men reduced under this rule retain their rights and seniority.

(c) Extra men in both passenger and freight service shall be kept at the lowest number consistent with the prompt handling of the traffic.

ART. 42. (a) Men in all classes of train service who are employed on the Harlem or Hudson division shall continue to hold seniority rights over the entire original territory and shall be given preference as their age in the service entitles them, all other things being equal.

(c) Conductors and brakemen in electric service between North White Plains and Grand Central Terminal, and Croton and Grand Central Terminal, shall be interchanged between divisions on a schedule when approved by committee representing the conductors and brakemen.

ART. 49. Road crews shall not be required to coal engines except in case of emergency.

ART. 50. (a) Road trainmen shall not be required to switch trains where switching crews are located and on duty, except when it is not practicable to have such work performed by switching crew.

(b) Trainmen shall not be required to chain up cars, couple or uncouple air hose or couple or uncouple steam hose where car repairers or inspectors are located and on duty, except when it is not practicable to have such work performed by car repairers or inspectors.

ART. 51. If trainmen are required to change their assignments, and by the change compelled to move, on application to the proper official, their families shall be provided with free transportation and their household goods moved at a nominal charge where not prohibited by statute.

ART. 59. (a) Trainmen may have 30 days lay-off on receipt of permission from proper officials, without written leave of absence; if over 30 days, he shall have written leave from the superintendent, limit of leave of absence to be 7 months.

(d) Trainmen may be granted leave of absence in case of sickness in their immediate family without deduction in seniority.

ART. 63. (a) Trainmen shall not be disciplined without proper investigation being made, but may be suspended pending such investigation, which shall be held within 10 days, whether the trainmen have been suspended or not.

ART. 64. After 90 days' continuous service, trainmen leaving the service, upon request, will be given a letter stating the term and character of service and reason for leaving. State laws governing the issuance of such letters to be observed.

ART. 65. Wherever the word "trainmen" appears herein it shall be understood to include conductors, assistant conductors, baggagemen, brakemen, foremen, helpers, and switch tenders.

## YARDMASTERS

The Railroad Yardmasters of America made an agreement with the Louisville & Nashville Railroad Co., effective February 1, 1926. The agreement is short and most of it, except the part relating to salary, appears in the following:

ARTICLE I. (b) Yardmasters and assistant yardmasters are classified as subordinate officials, and in making promotions, merit, fitness, and ability, together with the importance and responsibility of the position, to be first considered; the division superintendent to be the judge.

ART. II. (a) Eight hours, exclusive of the agreed meal period, shall constitute a day's work.

(b) All time in excess of eight hours shall be paid for at pro rata rate. Time consumed in making transfer shall not be counted as overtime.

(c) Where three shifts are worked covering a 24-hour period, the starting time of the first shift shall not be earlier than 6 a. m. nor later than 8 a. m.

ART. IV. Yardmasters regularly assigned seven days per week will be granted two rest days per month without loss of pay; these two rest days off shall be arranged between the yardmasters and their superior officers.

ART. V. Where a regularly assigned yardmaster is required to perform service other than regular duties the rate of pay will not be less than their regular pay for days so used. When an assistant yardmaster is required to substitute for a yardmaster, or when yardmaster or assistant yardmaster is required to substitute for a general yardmaster or assistant general yardmaster, the yardmaster or assistant yardmaster will assume the rate of pay and the hours applicable to the position to which assigned.

ART. VI. Yardmasters required to attend court in the interest of the company, or attend investigations, shall be paid for time lost and actual expenses incurred.

ART. VII. Yardmasters may be granted leave of absence not to exceed 90 days (except in cases of illness indefinite leave may be granted) upon written request to the proper officer.

ART. VIII. (a) Yardmasters will first be given the privilege of resigning instead of being shown as dismissed, or when a yardmaster is removed from the service for cause, if he requests in writing within five days, he will be given a hearing by a superior officer other than his immediate superior, at which hearing he may present witnesses and be aided by another yardmaster of his selection.



(b) Yardmasters leaving the service shall, upon request, be given a letter stating time of service and capacity in which employed.

Art. IX. This agreement shall be effective as of February 1, 1926, and shall remain in effect without change until February 1, 1927, and thereafter until either party to the agreement desires to revise, modify, or abrogate these rules, in which event 30 days' notice in writing shall be given to the other party. This notice shall contain the changes proposed, and conference shall be held immediately upon the expiration of said notice unless another date is mutually agreed upon.

## RAILWAYS, ELECTRIC

The Amalgamated Association of Street and Electric Railway Employees of America consists of motormen, conductors, guards, brakemen, and bus operators employed in connection with the operation of street and electric railways, gatemen, watchmen, and employees of the car houses, pit department, and track department, collectors, yard crews, janitors, porters, clerks, and laborers.

In some interurban lines the trainmen are affiliated with the railroad unions—locomotive engineers, conductors, and trainmen. As a general rule, the agreements with interurban lines vary little from those with the urban. 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 lengthy and cover wages, hours, arbitration, runs, overtime, and seniority rules.

The following extracts are from the agreement between Division No. 618 and the United Electric Railways Co., Providence, R. I., June 1, 1926:

1. The company will do nothing to prevent or discourage any employee from becoming or continuing to be a member of the association, and will in no way discriminate against a member thereof because of such membership. The association will not discriminate against any person in the employ of the company because of his refusal to join the association. All employees who are now or who may hereafter become members of the association shall remain members in good standing so long as they remain in the service of the company, provided that such continuance in membership shall not conflict with the laws of the association.

4. No manager, superintendent, assistant superintendent, foreman, subforeman, or other officer of the company, or any of his assistants, or any office employee in any department of the company can hereafter become a member of the association.

6. When it becomes necessary to reduce the force for any reason in the transportation department, the last man hired in the division where the reduction is to take place shall be the first man laid off, and so on through the list.

7. If it becomes necessary for any reason to increase the force, the oldest man in point of service with the company shall be notified first, and so on down through the list, and employed. The senior man so notified at his last known address shall report immediately, and if employed elsewhere he shall be given seven days from the date of original notification to resume work. If he is taken back at a car house other than the car house where he was previously employed, he shall be rated according to his standing on the date so taken back, and if later a vacancy occurs at the car house to which he belonged and men are needed, he shall be given opportunity for reemployment there with the same rating which obtained when he was laid off.

8. The company agrees to treat with duly accredited representatives and committees of the association in all questions that may arise.

9. Minor cases will be taken up by the board members at the different car houses, shops, and other departments with the division superintendent, and if a satisfactory adjustment can not be reached they will then be taken up by the business agent of the association with the proper officials of the company.

The superintendent of transportation or his assistant to be notified in advance of cases to be taken up.

10. Any member of the association in the employ of the company who is suspended or discharged by the company during the term of this agreement shall have the right to have his case taken up by the executive officials of the association with the proper officials of the company, and if found not guilty he shall be reinstated and paid for such lost time as may be decided upon. The business agent of the association in taking up grievances or other matters with the company will first take them up with the superintendent in charge of the department and if a satisfactory settlement can not be made an appeal may be taken to the operating vice president of the company.

12. All employees called to the claim department or court on the company's business shall be paid their regular hourly rate for time thus spent, except that in all cases where employees are taken from their work to which they have been assigned to go to the claim department or court, they shall not receive less pay within the time of their original assignment or run than they would have received had they not been taken from it, and where men who run cars that finish after 12 o'clock midnight are requested to go to court the following day, or are called to the claim department before 12 o'clock noon the following day, they shall receive a day's pay and not be permitted to operate a car that day.

13. A. Scheduled runs shall be laid out as hereinafter specified, it being understood that each condition shall be applicable to the property as a whole, and the association agrees that its members must bid in and take runs so laid out.

B. Holiday tables will be provided for all lines, to be operated on all regular holidays and on other special holidays, these schedules to be chosen at regular choose-ups. Schedule men whose runs are thrown out on these days will be assigned to the list or work in accordance with their seniority. (The provisions of paragraphs F and G of this section shall not apply on such days.)

E. A schedule run shall provide platform work as follows:

Seventy-five per cent of the regular schedule runs shall pay 8 hours or more, including always all those of less than 8 hours' time that have a spread exceeding 13 hours. The remaining 25 per cent shall pay between 7 and 8 hours.

F. Outside platform time for schedule runs shall conform to the following: 11 hours or less, 65 per cent; 12 hours or less, 75 per cent; 13 hours or less, 96 per cent; 13½ hours or less, 100 per cent.

G. At least 33 per cent of all morning runs shall be straight.

H. At least 50 per cent of all regular runs shall be straight.

I. All schedule runs with total time less than 7 hours shall pay 7 hours.

O. Schedule men not operating an early morning straight run shall take extras in addition to their regular runs when needed, if spare men are not available.

16. Spare conductors, motormen, one-man operators, and bus drivers called by the company to report for work and who do so report, if not given 7 hours' actual work, shall be guaranteed 7 hours' pay within a 13-hour period, provided they make reports as required, not exceeding two within any 13-hour period.

17. One-man car operators and bus drivers while so operating one-man cars or buses, respectively, shall receive a differential of 6 cents per hour above the basic rate of wages for conductors and motormen in two-man car operation.

18. Conductors shall be allowed 5 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.

19. Motormen on two-man cars shall be allowed five minutes at the beginning of the day to prepare car for service, and five minutes at the close of the day for putting up car.

20. Operators of one-man cars and bus drivers will be allowed 10 minutes at the beginning of the day's work to prepare car for service, and 15 minutes at the close of the day for pulling car in, making up, and turning in receipts.

21. The time allowed for pull-outs and pull-ins and turn-ins shall be added to the platform time, but shall not be allowed for more than one pull-out and one pull-in on a given day. Trainmen reporting for work incident to taking first relief on the street shall be paid five minutes for such first relief only.

22. Trainmen and bus operators who operate regular scheduled runs and are required to run extras shall be paid actual intervening time between the completion of such regular runs and the starting time of such extras with a maxi-

num of one hour for such intervening time, which shall be added to the regular platform time. This shall also apply to spare men doing regular men's work, and if a spare man catches a full run, all report time will pay at the overtime rate of time and one-half.

23. Trainmen on runs reaching car houses late at the end of their day's work shall be paid straight time for the first 15 minutes and time and one-half for time beyond the first 15 minutes.

25. Before new time-tables go into effect on any line a general choose-up at the car house shall take place. Notice of the time set for such choose-up will be posted at least three days prior to such choose-up, and a list of the schedule runs and positions on the spare list will be posted at least three days, Saturdays and Sundays excluded, prior to such choose-up. Early men will report at 7.15 p. m. and late men will report at 9 a. m. on the following day for the selection of runs.

26. The choose-up at all divisions shall be conducted by an official of the company in conjunction with the official of the association. If any employee shall fail to report at the stated time of the choose-up, a run will be selected for him by the officials in charge who will assign him to the same run that he was running previous to the choose-up; unless this run is already chosen, in which case he will be given the next best earliest finishing run according to the length of service. If a man is sick, the company will notify him by telephone, and failing thus to reach him he will be notified by letter of the choose-up. Any employee working a run will be relieved long enough to choose. Runs and positions on the spare list conforming to the terms of this agreement must be bid in as herein prescribed.

27. General choose-ups in each division shall take place three times each year within 15 days from the 15th day of January, May, and September of each year.

29. Any employee taking a schedule run or a position on the list must keep the same during that posting period of four months, unless he takes a schedule run or a position on the list that is posted between choose-up periods, or unless he is needed in some other department by the company for some special service. Trainmen taking collectors' runs or six-day cars on choice shall not be listed for work or report on Sundays unless traffic requirements demand their services, in which case junior men will be assigned first, provided, at the time of the regular choose-up, six-day men may have the option of electing in writing, delivered to the division superintendent, to be listed on Sundays.

30. Trading of runs will not be permitted.

31. In the event of any reduction of time in any schedule run, employees who have such run (or spare men temporarily in their places) shall continue to be paid for the number of hours which such run paid when it was chosen, until such time as another choose-up shall take place in that division. Time of choose-ups to be optional with the company.

33. Motormen and conductors taken from their regular runs for extra or special service, and who would not thereby earn as much as paid on such regular runs, shall be paid for such extra or special service the same as if such employees had performed their regular service.

34. When motormen, conductors, one-man car operators, and bus drivers are obliged to deadhead up to or from the car house they shall be paid for actual time consumed.

35. The senior man on report shall choose what work he will perform, provided there is more than one job. If there is but one job, he must take it. Any work applicable to trainmen in the transportation department which does not finish in two hours shall be considered a senior job. Any work applicable to trainmen in the transportation department which finishes in two hours or less shall not be considered a job and shall be given to the junior man on report.

44. If actual time worked, plus actual time on report within the 13-hour period is in excess of 9 hours, the time in excess of 9 hours shall be paid for at the overtime rate.

45. Any work or report duty in excess of the 13-hour outside period shall be paid for at the rate of time and one-half.

46. Spare men will not be compelled or permitted to take work which starts or finishes outside of their 13-hour period; except in emergencies.

49. Sand cars at all car houses will be run when needed by men from the spare list, but before they are required to run any sand car they will be furnished with overalls and jumper (so-called) by the company.

50. Motormen and conductors of the division from which the one-man cars are operated shall have the right to select such runs in accordance with their seniority in the service at their division, irrespective of which class they are in, but shall not be assigned unless they qualify.

51. The same hours of labor, overtime rate, and conditions affecting motormen and conductors on two-man cars, as provided for in this agreement, shall prevail and govern the men operating one-man cars and buses, except as provided for hereinafter.

52. All motormen and conductors in the employ of the company who are members of the association at the time of signing this agreement will be paid for all time spent in breaking in at the regular rate of wages paid to motormen and conductors, in the event they take a one-man car on choice or take a position on the list where a one-man car would fall to them.

54. Free transportation in the form of ticket books shall be granted to motormen and conductors who have been regularly employed for a period of 30 days.

58. The company agrees that the officials of the association shall be granted leave of absence on organization business when requested without loss of rating. It further agrees that on request of the president or business agent of the association they will grant leave of absence to any member or members of the association when they are required to do work for the association without loss of rating.

59. The company shall provide a book at each car house in which motormen and conductors may register their names for days when they wish to be off duty, preference to be given men in the order of their registration for any day, except that special preference is to be given to the officials of the association and such members thereof as ask to be excused on account of work to be done in connection with the association. An employee signing this book to be off on Thanksgiving Day shall have no preference on Christmas Day. Said book shall be ruled two weeks in advance, and each employee registering therein shall do so in ink. Said book shall be kept in the custody of the foreman of each car house, who shall be responsible for the same at all times. The time set for early men to register in said book shall be 4.30 a. m. The time set for late men to register in said book shall be definitely fixed at each and every choose-up at the different car houses by the board member and division superintendent. In letting men off, an equal number of early and late men shall be granted leave of absence the same day in accordance with their registration. Men will not be permitted to continually have time off, even though they sign the book, to the exclusion of others.

60. Motormen and conductors may be granted a 30-day leave of absence to do any other work. If, at the expiration of the leave of absence, they do not return they will be dropped from the service. Should they return periodically to work for the company during the leave of absence they will be assigned to work from the foot of the list. The car of a motorman or a conductor who is to be absent for 30 days will be run by a man from the spare list. If at the end of 30 days they do not return, their car will be posted.

61. When a motorman, conductor, or any other employee of the company takes an official position or any other occupation with the company and holds the same for more than 90 days he shall not advance on the seniority list while in such official position or other occupation, but shall hold the seniority rights that he had when he accepted such official position or other occupation. Officers of the association, while performing their duties, shall be exempt from this provision.

62. Trainmen will be paid 5 cents per hour above the regular rate, but only when instructing.

63. Trainmen desiring snow or sleet work shall so signify their desire by signing list for such work between September 15 and October 15. The company may exclude such men as in its judgment are not qualified. Thereafter the company shall post a list of trainmen for the selection of snow and sleet work and assign snow and sleet work from such list in accordance with seniority, if immediately available. It is understood that nothing in this section is intended to obstruct snow or sleet work.

64. The crews on all snow plows doing snow work shall consist of a motorman, who will be in charge, and a trainman, and such trackmen as are necessary.

66. \* \* \* Two-man basic rate per hour plus a differential of 15 cents for actual snow work until the total time for work of any nature or report time equals 9 hours, after which the rate of pay for actual snow work to be time

and one-half on the basic two-man rate, equaling 93 cents, plus the 15-cent differential for snow work, a total of \$1.08. When the actual snow work exceeds 9 hours, the pay to be time and one-half on the snow rate of 77 cents per hour, equaling \$1.15½ per hour. In all cases the plow foreman will be paid 5 cents per hour in addition to the foregoing. No differential shall be paid for report time in connection with snow work.

69. Motormen and conductors shall be paid 10 cents for making out reports of accidents and incidents required by the rules to be made out on accident report blanks furnished by the company.

74. All flagging and temporary switching which involves orders to men operating cars or has to do with the moving of cars when tracks are under construction, repair, or change shall be the work of conductors and motormen in the division in which work is being done. Employees incapacitated for platform work shall be entitled to such work without regard to seniority or division rights.

77. Each conductor and operator shall receive a receipt in full for the amount of money deposited at the end of each day's work, and for all tickets and transfers deposited at the end of each day's work, if requested by him.

78. Seats shall be provided for motormen on all cars, also for conductors on all prepayment cars, suburban and all-night cars, to be used as designated.

#### *Bus department*

84. The bus department shall be a separate department and men operating buses shall hold rating in that department only, except as hereinafter provided.

85. All men before employment in the bus department must qualify by passing the requirements of the State board of public roads, and subject also to the final approval of the superintendent of the bus department.

86. Preference for operators in the bus department shall be given the platform men in the transportation department. When necessary to employ operators to fill vacancies, a notice shall be posted in the car house (from which men would be drawn if street cars were used) for a period of three days to allow the men to put in notices for a choice in the bus department, and that choice will be given to the senior men making applications, provided they can qualify as herein prescribed, except in cases where new lines are installed. In such cases a notice will be posted in that division only, two weeks in advance of the date set to begin operation, and choices to remain open one week and the men will be selected therefrom as prescribed. Men laid off in the bus department on account of curtailment in service shall be given the preference before men are taken from the transportation department.

87. Men entering the bus department from the passenger service will do so at the foot of the list, but will be allowed 30 days in which to qualify as prescribed and to decide whether they desire to remain in the bus department or return to the passenger service with their ratings. If they remain in the bus department for a longer period than 30 days, they shall forfeit their right to return to the passenger service with rating. If they decide to return to the passenger service, they can not enter the bus service again.

#### *Bus mechanical department*

91. The bus mechanical department, consisting of electricians, mechanics, metal and body workers, battery men, stock clerks, mechanics' helpers, bus washers, sweepers, and janitors, shall be employed upon a basis of present hours per day, seven days per week, and if required to work in excess of present hours on any given day they shall be paid at the overtime rate.

93. Rubber coats and rubber boots will be furnished by the company to the men in this department who have to go out to repair buses on the road.

95. Employees of the mechanical department of the garage shall be allowed Thanksgiving Day or Christmas Day off, with pay, and the foreman shall use his discretion in determining which of the various men shall be allowed off on each of these holidays.

#### *Freight department*

97. Eight hours shall constitute a day's work in this department six days per week. When required to work in excess of 10 hours on any given day they shall be paid at the overtime rate of time and one-half. Men operating

regular runs will not be obliged to do extra work in addition to their regular runs, when spare men are available.

98. Motormen and conductors in the freight department shall receive 2 cents per hour more than motormen and conductors in the passenger service. Motormen and conductors on the electric engine shall receive 1 cent per hour more than motormen and conductors in the freight department.

101. All motormen and conductors doing miscellaneous work, as well as freight warehousemen working around the freight house, shall be allowed 20 minutes for dinner without loss of time.

102. Motormen for freight service shall be taken from the passenger service. Motormen from the passenger service entering the freight department shall not advance in seniority in the passenger service while in the freight department, but if returned to the passenger service by request, depression in business, or illness, they shall return with the rating they had when they left the passenger service.

103. Conductors in the freight department shall be chosen from helpers in this department, and when they have qualified, in the judgment of the superintendent, as such conductors, they shall establish a rating as a conductor.

106. The crew of all freight cars shall consist of a motorman, conductor, and, when necessary, a helper. No motorman, conductor, or helper shall be allowed to cover more than one run in any one day, except when spare men are not available.

107. When motormen and conductors in the freight department choose a position on the electric engine, it must be at a time when a regular May choose-up at the freight department is taking place, said choice to be for one year, and the motorman or conductor taking such choice shall not be allowed to throw same up for at least one year after taking, said choice. Spare motormen will break in on electric locomotives, and if they qualify they will fill vacancies where they occur.

109. Conductors on electric engines shall be chosen from the brakemen, and they shall qualify for such work while working as brakemen and move up to conductor's position according to seniority. In the event they fail to qualify, conductors for electric engines shall be taken from the freight conductors in accordance with seniority, provided they qualify.

115. In the event that the company installs trucks or motor-driven vehicles for the transportation of freight to and from the freight houses as a substitute for electric freight, or in addition thereto, they will be choices for motormen, conductors, and helpers in this department.

116. Billing clerks, cashiers, and bookkeepers shall be given one week's vacation with pay. (It is understood these employees will double up to allow vacations.)

117. In the case of an emergency when a spare man is not available in his class of work and another man is used from another class, this man will continue to work until a man in the proper class is available. If a truck operator is used on a car as a motorman or conductor and the car pulls into the station and a miscellaneous motorman or conductor is available, assign the man in the proper class to the car, and the truck operator will go back on his run.

#### *Temporary changes*

123. When it becomes necessary temporarily to assign an employee to the work of assistant foreman or subforeman in charge of work, he shall, if he performs the duties of such new position for one day or more, receive assistant foreman's or subforeman's pay, or when an employee is temporarily transferred to another position which pays a higher hourly rate of wages than he was receiving, he shall, if he performs the duties of such new position for one day or more, receive the higher rate of pay while so engaged.

#### *Repair shop*

124. Present hours shall constitute a week's work in all departments of the repair shop and stores department, except the firemen's and watchmen's jobs, which shall be three shifts of eight hours each, seven days per week.

125. On approximately 20 Sundays per annum, as required by the company, man on duty these days 8 a. m. to 4 p. m. shall clean the boilers.

126. Men must qualify as firemen and watchmen and must be competent to answer telephone calls intelligently in order to take messages for wrecker, etc.

127. Where men in these departments are required to work overtime they shall be paid at the overtime rate.

*Pit department*

130. Present hours shall constitute a day's work in this department, seven days per week. When men in this department are required to work overtime they shall be paid at the overtime rate.

131. Pitmen will not be required to switch cars from one rail to another, or otherwise when it is necessary to go outside of car houses to do so, when the thermometer registers below 30° above zero, when trainmen are available.

132. Employees of the pit department at the car houses shall be allowed Thanksgiving Day or Christmas Day off, with pay, and the foreman shall use his discretion in determining which of the various men shall be allowed off on each of these holidays.

134. Spare men in this department will not establish a seniority rating until they have been assigned to or accepted a steady position, at which time their seniority rating will begin at the car house in which they have accepted such position, but will hold rating as spare men until they accept a steady position.

*Line department*

143. When men in the line department are required to work overtime they shall be paid at the overtime rate.

146. The construction gang will not be required to do construction work in rainy weather but will be assigned to other work in their department, except in cases of emergency such as breakdowns caused by heavy storms, etc.

148. Each lineman shall be furnished with not more than two pairs of rubber gloves per annum. Rubber tubes (called "pigs") to handle live wire to be furnished as needed by the company.

*Track department*

153. In rainy weather it shall be the duty of the men in the construction forces of the track department to care for switches, washouts, or sand on rails either before or after the day's work. This shall also apply to snow work.

156. Trackmen will not be assigned to extra work on switches when there are switch cleaners available for such work.

160. When trackmen are required to work nights on track work, after completing their day's work, they shall be paid a full day's pay at the overtime rate, except when required to work continuously nights instead of days they shall receive for the first two nights the overtime rate, beyond that straight time. If required to report for protection of switches or sand on the rails or washouts after completing their day's work before 10 p. m. they shall be paid at least 3 hours at the overtime rate, and if required to report after 10 p. m. they shall be paid at least five hours at the overtime rate.

The following extracts are taken from the agreement between Division No. 192 and the Key System Transit Co., operating cars in Oakland, Calif., and vicinity, January 1, 1926. These extracts cover several matters not mentioned in the preceding agreement:

ARTICLE 1. (a) The word "trainmen" as used in this agreement shall apply to all persons with seniority rights who are or may be engaged in the operation of cars, trains, or passenger vehicles on or over the various lines or routes of the Key System Transit Co.

ART. 2. (a) The company fully recognizes the association as provided in this agreement, and will meet and treat with its properly accredited officers or committees on all questions or grievances.

(b) Grievances shall be first presented by the association to the superintendent of transportation, and if a satisfactory adjustment can not be made, appeal of same shall be had to the general manager. Should there still be no satisfactory adjustment of the grievance, an appeal shall be had to the board of directors.

(c) Any grievance that can not be amicably adjusted with the board of directors must be submitted to a temporary board of arbitration selected in the following manner: One arbitrator shall be selected by the company and one by the association; a third arbitrator shall be selected by the company and the association. The three arbitrators so chosen shall endeavor to meet daily for the purpose of adjusting said grievance and the decision of a majority of the three arbitrators, submitted in writing to the company and the association, shall be binding upon both parties. 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. 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.

ART. 6. Trainmen shall be privileged to purchase uniforms wherever they please, provided such uniforms conform to the company's regulations as to style, color, and finish. Regulation caps to be of silk or straw or cloth.

ART. 7. Cars or trains shall leave the car stations or yards cleaned and in proper working condition. Trainmen shall not be expected to do repair work, except in cases of emergency to avoid blockades.

ART. 12. (b) Seating privileges on the Key Division shall remain as at present, with the understanding that the conductors and brakemen must be at their appointed positions entering or leaving pier terminal and all other stations.

ART. 15. (d) It is further agreed that the practice of brakemen passing up motormen and conductors' runs shall be discontinued and that brakemen who become eligible to motormen and conductors' runs, shall be compelled to take such runs.

ART. 16. (a) All regular trainmen of the traction division shall have one day of rest in every seven, and all regular trainmen of the Key Division shall have one day of rest in every eight. This rule shall apply to all runs, assigned or otherwise.

(b) Sunday days off shall be divided equally, as nearly as possible, between the day and night trainmen.

ART. 19. (a) All trainmen shall be paid for their regular schedules of runs and shall not suffer any loss of time on account of shortage of cars, breakdowns, or any other condition over which they have no control; unless due notice is given of the change and they are required not to report for their runs, or a part thereof, when actual time worked shall apply.

ART. 21. (a) Hours of service shall be on the basis of 8 hours per day. All time worked by regular men over their scheduled runs shall be paid for at the rate of time and one-half. Should any assigned scheduled runs of less than 8 hours be operated, the company shall pay 8 hours' time therefor, and a leeway of 30 minutes over and above 8 hours shall be allowed where necessary to complete scheduled runs without involving the extra pay of time and one-half. Fragmentary short runs of 3, 4, or 5 hours which are detailed daily shall not be considered as assigned schedule runs under the above clause. Such runs are to be paid for on the hourly basis at the straight-time rate.

ART. 22. (a) When trainmen are required to make out accident reports they shall be allowed one-half hour's pay for the same, except when it is possible to make out such reports during lay-over periods on company's time.

ART. 23. (a) Fifty-four per cent of all passenger runs shall be straight runs, of which at least one-half shall be day runs. A day run must be completed by 6 o'clock p. m. All other runs shall be completed within 13 hours.

ART. 26. All conductors of the traction division shall be allowed 10 minutes extra time for making up remittances.

ART. 27. During such times as trainmen are instructing students they shall be allowed 10 cents per hour in addition to their regular wage, such additional compensation to be paid to them at the same time as their regular wage for the same day.

ART. 29. It is further understood and agreed by both parties hereto that all sections of this agreement shall become effective on January 1, 1926, and shall continue in full force and effect until the first day of May, 1926, and thereafter until terminated upon a 30 days' notice in writing by either party.

Other matters are referred to in the agreement between Division No. 725 and the Birmingham (Ala.) Electric Co., September 1, 1926, to September 1, 1929:



**SECTION 14.** Time-card department will mail to the secretary of the association 5 copies of all new time cards, which are to remain in effect more than 15 days, 7 days before they are made effective, and whenever the runs on such time cards can be improved without involving an unreasonable expense to the company such changes shall be made.

Any run having 8 hours or more shall be considered a regular run. No regular run shall pay less than 9 hours and 45 minutes. Time in excess of 10 hours and 15 minutes shall pay time and one-half. Overtime shall not apply until any minimum time for the day shall have been deducted.

**SEC. 15.** When any member of the association misses his run or work on account of the street car on which he regularly rides to work being late, he shall be allowed to catch his run, or work, at first opportunity. If he does so, he shall receive full time of his run or day.

When a man reports for his run and, by reason of no car or fellow trainman available, fails to get out, he shall be paid for time in his run, provided he remains available for work until such time as his run would have been completed.

When a relief crew is obliged to wait for their runs on account of derangement of schedules, such crew shall be paid from the time they were due to make relief.

Any run having a break of not more than one hour shall be paid one-half time for intermission.

**SEC. 16.** The company agrees to keep a sufficient number of extra men.

The extra board shall consist of a day board and night board. Men shall revolve on these boards.

Earliest trippers out in the morning shall be assigned to the day board.

Latest trippers in the evening shall be assigned to the night board.

**SEC. 18.** Appointment to positions of dispatcher, foreman, or other official positions, shall be made from their respective classes of employees unless after reasonable effort the company is unable to induce a suitable employee to accept the position.

Such appointee shall have at least one year of continuous experience in work which shall fit him for the position, and may retain the right to return to his former position without loss of seniority for such period as the company may fix from time to time, provided that during that time he keeps his card paid up in the association.

**SEC. 24.** Where mail is transported on regular passenger cars, the trainman required to handle the mail shall receive in addition to his regular pay 10 cents for each trip on which he is required to handle mail.

**SEC. 25.** In the railway shops and barns seniority in each department shall prevail as to the filling of vacancies. In filling a vacancy in any department, preference shall be given to the other employees in the department in the order of their seniority.

Time worked in excess of 10 hours per day shall be paid for at time and one-half.

As to overtime and extra time work, the oldest man in his class of work shall have preference.

When shopmen or gas department men, who do not work regularly on Sunday, are obliged to work on Sunday, they shall be paid time and one-half for such work.

No colored labor shall be substituted for white employees on inspection and repair work which is now performed by white employees.

Where a man is transferred from one department or class of work to another department or class of work, he shall enter the new department or the new class of work as the youngest man. If for any cause this job is discontinued, he shall be transferred back to his former department or former class of work without loss of seniority. No transfer shall be made except at employee's request.

**SEC. 27.** Conductors operating trailers on Gate City or Boyles line from Traction Park trailer yard shall be paid in addition to time car 25 minutes for each trip which they are required to make from the barn to the trailer yard or from the trailer yard to the barn.

**SEC. 30.** Where members of this association are injured in the discharge of their duty in such a manner that the workmen's compensation act then in effect applies, the company will pay to such members all reasonable doctors' and hospital bills, and will also pay to such members the difference between the amount due under such compensation act and the average weekly earnings of

the employee, except in cases where death results or the employee is unable to resume his regular duties within a period of one year. In such cases, such compensation act will apply.

SEC. 35. No motorman, conductor, or operator shall be required to double out after they have run their regular runs or the run they were marked on unless they elect to do so, except in case of sickness or accident when no extra man is available. An extra man will be sent to relieve the regular man as soon as possible.

SEC. 36. When any member of this association is summoned to court in company cases, the company will give him notice the evening before when possible when needed the next day and pay him for full day's work for each day attending court, provided that when a man is released from court before 2 p. m. he shall immediately report to station master or foreman. Work during a day after attending court will be paid for in addition to his full day's pay known as court time. No such work shall be subject to overtime.

SEC. 39. Shop apprentices: There shall be one apprentice for each craft and an additional apprentice for each five journeymen employed. Where this ratio does not exist at present, apprentices shall be employed to fill vacancies when they occur. Where helpers are employed, the ratio established shall be maintained.

The following sections are taken from the agreement between Division No. 674 and the Fort Smith (Ark.) Light & Traction Co., effective March 1, 1926, for two years:

SECTION VII. All trainmen shall be paid for the actual time put in on their cars from the time they take the car until they are relieved, or turn the car in. Regular runs shall be divided into morning and afternoon runs, each as near nine hours as possible except on rush days and as provided in Section XII. Regular runs shall pay not less than 8 hours and 40 minutes per day, except Sundays, specials, extras, and trippers.

SEC. VIII. Trainmen shall not be allowed to change their seniority rights, but can change temporarily from motorman to conductor, or vice versa, provided their seniority right entitles them to such runs, and provided further that the employee is capable of filling such run. Any man wishing to change from motorman to conductor, or vice versa, and such change is approved in writing by the general manager of the company, after having left the extra list, shall be required to go to the foot of the extra list.

SEC. XV. All employees in the car barn and all motormen, conductors, and one-man car operators shall become members of the association and remain members in good standing, according to the rules of the association, except as hereinafter provided. The company further agrees that all employees in the above-specified departments shall become members of the association within 60 days from the date of employment, except as hereinafter provided. It is understood by both parties that such new employees are on probation for 60 days and the purpose of this clause is that such new employees shall not have the right to the protection of the association in the matter of wages, discharge, or other grievance during said 60-day period. Provided this clause does not apply to foremen of work train, or to other foremen acting temporarily as trainmen on that specific job.

It is mutually understood and agreed that the employees belonging to other unions of their particular trade shall not be compelled to join this association.

SEC. XVI. Upon proper orders signed by the members of the association, the company will, until otherwise ordered, deduct from their pay, on the fifth day of each month, the amount of association dues and assessment they so authorize the company to deduct, and pay the same over to the financial secretary of the division.

When the employees and other members of the association leave the service of the company the company shall require and the employees agree to furnish a statement from the financial secretary of the association, stating the amount of dues and assessments then due to date, and in that event the company shall deduct the amount due the association from the pay of said employees.

SEC. XVII. All officers and committees doing work for the association shall have preference over all other men in securing lay-offs, but only for the purpose of performing such duties as shall be imposed upon them by the association.

SEC. XVIII. The employees, members of the amalgamated association, agree that there shall be no sympathetic strike for any cause, or a strike except for

the violation of the terms of this agreement, and further, that there shall be no strike pending matters submitted to arbitration.

Sec. XX. Any member expelled from Division No. 674, or any employee who is refused membership, pursuant to the rules of the association shall be discharged by the company upon the request of the association when a certified copy of such resolution of expulsion shall be laid before the general manager, together with a statement of the cause of his expulsion: *Provided, however,* Should the company decide that the ground for expulsion of the member from the division, or refusal of membership, was not sufficient ground to discharge him from employment of the company, then in such event the matter shall be arbitrated as herein provided, and if the arbitrators decide for the company, said employee shall not be molested by the association or interfered with in the due performance of his duties.

Sec. XXII. Any trainman missing his run may be placed on the foot of the extra list for three days, but no man shall serve more than three days on the foot of the extra list for any one miss. A miss shall constitute an absolute failure on the part of the man to get his car out on time. If, on account of sickness, the man is unable to report for work, and advises the company's employee on duty and in charge of the men 30 minutes before time, he shall not be considered subject to a miss.

The following items are taken from the agreement of Division No. 777 with the Muskegon (Mich.) Traction & Lighting Co., June 1, 1926:

SECTION 2. From 8 to 10½ hours shall constitute a day's work on all regular scheduled runs. All operators on regular runs are to be paid from the time they are required to report. They shall see that cars are equipped with sand, brooms, spikes, and switch bars and have the cars on main-line track at times the runs are marked to leave the barn.

The workday for said employees, other than operators, shall be 10 hours, with time and one-half pay for all overtime, except night crews, whose workday shall be 12 hours, with one and one-half time pay for all overtime.

Sec. 5. All extra operators shall receive not less than seven hours' pay each day for any time worked up to seven hours, excepting those who may be serving time or those who ask to be relieved from duty, who shall receive pay for actual time worked.

The extra board at the car barns shall be worked in rotation. The first extra man in off from a run shall be the first to go out on a run, and no man shall be excused from taking the run that falls to his lot, except where a regular man is off for more than three days. In that case after the third day the run shall be given to the oldest extra man in regard to service to hold during the vacancy. Shall he refuse or give up the run, it shall fall to the next oldest man in regard to service, and so on down the list.

Sec. 12. \* \* \* Pay for work performed either in excess of the time worked on a regular run, or 10½ hours daily, or in excess of their regular time worked daily by car-barn employees shall be at the rate of one and one-half time.

Operators shall be paid two hours' pay at regular rates over and above their regular day's pay for each day's time instructing student operators.

Sec. 15. It is agreed that all crews employed to operate the snow sweeper shall be regular street-car operators, except in cases of emergency, and there shall be three regular operators in each crew. All crews shall receive 10 hours' pay for 1 round trip of 5 hours of service. For all time worked in excess of same all crews shall receive one and one-half time. All crews shall be relieved as soon as possible after 9 hours' service and shall not be compelled to serve more than 10 hours.

Sec. 17. \* \* \* The board of arbitration shall comprise five disinterested persons. The creation of said board of arbitration shall be as follows: The said request for arbitration shall contain the name and address of one person to serve and be one of said board of five arbitrators, as chosen and designated by the party to the request for arbitrators. Within five days from the date of said request for arbitration the party in this agreement receiving said request for arbitration shall acknowledge its receipt in writing, within which acknowledgment shall be given the name and address of one person to serve and be one of the said board of five arbitrators as chosen and designated by the said party to this agreement. The two arbitrators thus chosen shall select three arbitrators to complete the board of five arbitrators. The two primarily ap-

pointed arbitrators shall meet within five days from date of appointment of the second arbitrator named and shall thereafter meet daily and each day make effort to agree upon and choose the other three: *Provided further*, That in event of failure thus to select the other three arbitrators within 15 days the parties to the arbitration shall meet with the two primarily appointed arbitrators in an endeavor to agree upon the other three arbitrators, adjust the dispute, or provide other means of creating a full board of arbitrators.

The board of arbitration, by majority vote, is hereby authorized to determine upon the place and time of hearings. A majority award of said board shall be final and binding upon the parties hereto.

No elective or appointive State, county, or city official (except notaries public) shall be eligible to serve as a member of the board of arbitration.

The cost and expense of the arbitration shall be paid as follows: Each party to this agreement shall pay the arbitrator of its own selection and one-half of the wage and expense of the other three arbitrators, together with one-half of such expense of arbitration as may be created by authority of the said arbitration board as expense attendant upon the procedure of arbitration.

The following extracts are taken from a three-year agreement of Division No. 900, Highwood, Ill., made June 1, 1926, with the Chicago, North Shore & Milwaukee Railroad, a high-speed trolley line operating between Chicago and Milwaukee:

**SECTION 4.** The company agrees to deal with all its employees who are members of Division 900, through their officers or committee, on all matters covered by and provided for under the terms of this agreement, in the following manner:

All grievances of one or more employees of the company who are members of Division 900, or questions which may arise from any action of the management of the company, relating to discipline, discharge, rates of pay, hours of labor, or working conditions covered by this agreement shall be adjusted in the following manner:

The matter must first be presented by the aggrieved to the head of his or her department, and, if not satisfactorily adjusted, then to Division 900. The reference in the above clause to the "head of the department" is understood to be the officer administering the discipline.

If so desired by Division 900, the matter must be taken up within a reasonable time by the proper committee of Division 900 in a conference with the proper officers of the company.

If no amicable adjustment can thus be reached, the matter must then be taken up by the proper officers of Division 900 and the president of the company.

Failing in an amicable adjustment by such a conference, the matter shall then be submitted to arbitration as hereinafter provided.

The company shall select one member and Division 900 shall select one member within five days from the time that notice is given in writing by either party to the other that arbitration is desired, and upon failure of either party to name its arbitrator within the time specified the party so failing shall forfeit its case. The two so selected, in case they can not reach a decision after a single conference or adjournments thereof, shall proceed as quickly as possible to select a third arbitrator. The board thus constituted shall proceed at once to hear the whole matter to be presented by each party concerned. At all hearings of the case by the board both parties shall be represented, but failure of either party to appear at such hearing, after reasonable notice, shall not prevent the hearing of the case by the board, and the hearings of the board shall not be unreasonably delayed on account of the failure of either party to appear after proper notice. The decision of a majority of the board, submitted in writing to the company and Division 900, shall be binding upon the parties hereto. Each party shall pay the compensation and expenses of its own arbitrator. The compensation and expenses of the third arbitrator shall be paid equally by the parties hereto.

**Sec. 5.** If, upon investigation, any employee subject to this agreement suspended or discharged by the company be found not guilty of the charge for which suspension or discharge was made, such employee shall be reinstated to his or her proper position and paid for all the time lost during such suspension or discharge, and such investigation shall ordinarily be held within five days from commencement of suspension. Charges involving improper collection or

registration of fares will be preferred as early as possible after date of alleged offense.

Sec. 8. Trainmen shall include motormen, conductors, collectors, and brakemen engaged in main-line service and ranking on their respective seniority lists.

Milwaukee city men shall include motormen, conductors, and safety-car operators ranking on seniority list engaged in the operation of cars in the city of Milwaukee.

Waukegan city men shall include motormen, conductors, safety-car operators, and motor-coach operators ranking on seniority list engaged in the operation of Waukegan city service.

Any city man who requests and qualifies for work as a trainman shall, within six months, be placed on trainmen's seniority list ahead of new men employed subsequent to the date city man made request for main-line service. City man so placed shall relinquish his seniority rights as a city man when placed on trainmen's seniority list.

Collectors who have been in the service one year or more, failing to take conductor's examination within 90 days from the date of this contract, will relinquish his rights on the conductor's seniority list. In the future collectors refusing to take conductor's examination when requested to do so will relinquish his rights on the conductor's seniority list.

Conductors breaking in as motormen will rank on motormen's seniority list as they now rank on conductor's list. Any conductor passing up the privilege of breaking in as a motorman will not hold a place on the motorman's seniority list.

Collectors having passed examination for conductors will work as extra conductors. Collectors holding regular runs, who have passed the conductor's examination, will work as conductors whenever the regular conductor of the run lays off. Extra collectors, who have passed the conductor's examination, will work extra conductor's run. Whenever there is a sign-up and all the present conductors have chosen runs, the oldest collector, who has passed the conductor's examination, must take promotion to regular conductor if there is a run for him to pick, it being understood that no one will be forced to pick away from his home terminal. It is also understood that any time there is a new sign-up, he can pick back on the collector's and brakeman's list if he can not pick a conductor's run. It is further understood that any trainman who passes up a regular run will be placed at the foot of the extra list during the period of that sign-up at the terminal out of which he is working at the time of the sign-up.

Sec. 9. The schedules for all regular motormen, conductors, collectors, brakemen, and city men shall be so arranged as to make all regular runs pay not less than 9 hours. It is further agreed that all regular passenger runs will be from 9 to 10½ hours as nearly as practicable.

It is further agreed that all regular freight train, merchandise dispatch, line, and work train runs will pay from 9 hours to 12 hours.

All runs will be completed as nearly as practicable within 12 consecutive hours and no runs shall consume more than 13 hours.

Trainmen working one round trip between Chicago and Milwaukee shall be allowed one day's pay.

Sec. 12. Front platforms of cars are not to be overloaded with baggage, freight, or express to a point that such overloading will endanger the position of the motorman. Baggage, freight, or express shall not be carried on rear platform of cars when rear platform is used in handling passengers.

Sec. 15. All trainmen and city men doing duty on snowplow or sweeper shall be paid time and one-half and expenses and shall be allowed sufficient time to properly clothe themselves for such duty.

Sec. 16. All trainmen having students for the major part of their run shall receive two hours' time in addition to time allowed in regular run for such work.

Sec. 17. \* \* \* It is also further understood that pick for dining-car and parlor-car conductor runs will be posted once a year in the month of September, and that the work of the dining-car and parlor-car conductor shall consist, in addition to his ordinary train service work, of all the duties ordinarily performed by a regular dining-car steward. He shall be in full charge of the dining car and its crew and, in so far as these duties are concerned, dining-car conductors shall receive orders from and be under the supervision of the superintendent of dining-car service.

It is further understood that trainmen picking merchandise dispatch runs, yard switching tricks, and dining-car and parlor-car conductor runs will qualify for such service to the satisfaction of the superintendent. It is understood that vacancies occurring in switchmen's classification shall be filled from the motormen's list.

SEC. 18. All passenger trains of more than one car shall be manned, in addition to motorman and conductor, by such additional trainmen as may be necessary for efficient operation.

All merchandise trains, in addition to motorman and conductor, shall, when necessary, be manned with a brakeman or brakemen, and train crew shall assist in loading and unloading freight and merchandise at all stations. Crews shall not be required to load and unload freight and merchandise at Chicago and Milwaukee terminals except in case of emergency.

SEC. 22. The company shall maintain an authorized agent at each terminal to receive conductor's, collector's, and safety-car operator's remittances. All conductors, collectors, and safety-car operators shall turn in their remittances to such agent immediately after completing day's work and shall receive receipt for envelope said to contain amount of cash remitted.

SEC. 23. All crews that start out of one terminal and finish at another must be delivered to their starting point with full pay. All crews required to go from their regular terminal to another to take out a run shall be paid time required to go from their terminal to terminal out of which their trains start.

SEC. 25. Seniority in the motor coach operator's classification shall govern in the preferment of runs, it being understood that the company reserves the right to select the operator most qualified for special trips and tours. It is further understood that the company reserves the right, in case of emergency, to secure the first man available to act as operator.

SEC. 26. All motor coach operators shall be entitled to a pick on their schedules at least once in every six months.

SEC. 27. Any interurban motor coach operator who requests and qualifies for work as a trainman shall, within six months be placed on trainmen's seniority list ahead of new men employed subsequent to the date interurban motor coach operator made request for main-line service. Interurban motor coach operator so placed shall relinquish his rights as an interurban motor coach operator when placed on trainmen's seniority list.

SEC. 28. The schedule for all regular motor coach runs shall be so arranged as to make all regular runs pay not less than 9 hours. It is further agreed that all regular motor coach runs will be from 9 to 10½ hours, as nearly as practicable.

SEC. 34. All motor coach operators doing duty on snowplow shall be paid time and one-half and expenses and shall be allowed sufficient time to clothe themselves for such work.

SEC. 36. In filling vacancies, preferment shall be given those [ticket] agents who are competent to fill the position, in order of the length of service.

SEC. 38. The schedule for all regular agents shall be from 8 to 10 hours as nearly as practicable.

SEC. 39. A book will be placed in the telephone operator's office at Highwood. When agents desire to be off they can have their names entered in this book, and agents will be granted time off according to their place in this book. No agent will be allowed to enter his name more than 30 days in advance of the time he desires to be off.

SEC. 41. In filling vacancies preferment will be given those switch tenders who are competent to fill the position, in order of their length of service.

SEC. 42. The schedule for all regular switch tender's tricks shall be so arranged as to make all regular tricks pay not less than 9 hours. It is further agreed that all regular tricks will be from 9 to 10½ hours, as nearly as practicable.

SEC. 44. In filling vacancies, preferment will be given those interlocking towermen who are competent to fill the position, in order of their length of service.

SEC. 45. The schedule for all regular interlocking towermen's tricks shall be so arranged as to make all tricks pay not less than 8 hours. Time and one-half shall be paid for overtime except when relief man arrives late, in which case straight time will be paid for time worked.

SEC. 47. In filling vacancies, preferment will be given those crossing flagmen and gatemen who are competent to fill the position, in order of their length of service.

SEC. 48. The schedule for all regular crossing flagmen's and gatemen's tricks shall be so arranged as to make all tricks pay not less than 8 hours. It is further agreed that all regular tricks will be from 8 to 10 hours, as nearly as practicable.

SEC. 51. In filling vacancies preferment will be given those [station] porters who are competent to fill the position in order of their length of service.

SEC. 52. The schedule for all regular station porter's tricks shall be so arranged as to make all tricks pay not less than 9 hours. It is further agreed that all regular tricks will be from 9 to 10½ hours, as nearly as practicable.

SEC. 54. In filling vacancies, preferment shall be given those baggagemen who are competent to fill the position in order of their length of service.

SEC. 56. The schedules for all regular baggagemen shall be so arranged as to make all regular tricks pay not less than 8 hours a day. It is further agreed that all regular tricks will pay from 8 to 10½ hours, as nearly as practicable.

SEC. 58. In filling vacancies, preferment shall be given those money collectors who are competent to fill the position, in order of their length of service.

SEC. 59. The schedule of all regular money collectors shall pay not less than 8 hours a day. It is further agreed that all regular tricks will pay from 8 to 10½ hours, as nearly as practicable.

SEC. 61. In filling vacancies preferment shall be given those signalmen who are competent to fill the position in order of their length of service.

SEC. 62. The schedule of all regular signalmen shall pay not less than 8 hours a day. It is further agreed that all regular tricks will pay from 8 to 10½ hours, as nearly as practicable.

SEC. 64. Merchandise dispatch agents employed at stations where no other employees report to them shall have the same working conditions and hours of labor as provided at the date of this contract.

SEC. 65. Seniority in the dining-car chefs, waiters, and pantrymen shall govern in the preferment of runs, it being understood that the company reserves the right to select the employee most qualified for special trips. In filling vacancies preferment will be given those employees who are competent to fill the position, in order of their length of service. Seniority in parlor-car porters shall govern in the preferment of runs, it being understood that the company reserves the right to select the employees most qualified for special trips.

SEC. 67. Regular chefs, waiters, and pantrymen shall be allowed one day off each week with pay.

SEC. 68. All regular dining-car employees starting out of one terminal and finishing at another must be delivered to their starting point with full pay. All dining-car employees required to go from their regular terminal to another to take out a run shall be paid time required to go from their terminal to terminal out of which their train starts.

SEC. 70. All working conditions that now prevail in the shops shall prevail during the life of this agreement, unless otherwise provided herein.

SEC. 71. Nine hours shall constitute a day's work.

SEC. 72. Time and one-half shall be paid for overtime and for all time worked outside of regular hours of employment. Time and one-half will also be paid for work on Sundays, and the following holidays: New Year's Day, Decoration Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. It is understood that shopmen now employed working the regular Sunday and holiday tricks shall be paid time and one-half, but that all new shopmen employed after the date of this contract required to work regular Sunday and holiday tricks shall be paid straight time for such work.

SEC. 75. In making promotions seniority shall govern, providing the employee is capable of handling the position vacant. In case of reduction of forces, the last man hired in the department affected will be the first to be laid off.

SEC. 77. Shopmen will not be required to operate snowplows or sweepers, except to instruct crews or make repairs.

SEC. 78. Rubber boots, coats, and hats shall as far as practicable, be furnished inside shopmen when they are called upon to do emergency work outside in inclement weather.

SEC. 81. Car washers will be provided with rubber aprons, boots, and gloves when their work requires it.

SEC. 83. No discrimination favorable to employees not covered by this agreement, over those who are, shall be allowed by the management of the company.

The following extracts are taken from the agreement of the Cleveland Southwestern Railway & Light Co., an interurban line, with Division No. 380, located at Elyria, Ohio, May 1, 1926:

CLAUSE 2. All members of the association in the employ of the company to be given free transportation over the company's lines. Employees, and their wives, who have been in continuous service three years or more shall be furnished with annual passes good between all stations. Employees' families entirely dependent upon them for support to be given trip passes. All passes to be good on all passenger trains except parlor cars.

Superintendents shall issue passes over the entire railroad. In the absence of superintendents from duty between the hours of 10 p. m. and 7 a. m., such passes shall be issued by dispatchers.

CLAUSE 3. Any member of the association who holds an office in the association which requires his absence from the railway company shall be given such leave of absence as may be necessary for him to fulfill the duties of his office, and he is to be placed in his regular position with the company on reporting for duty the day before he desires to go to work.

CLAUSE 4. When a member of the association is discharged for an infraction of the rules and taken back in service in same capacity within one year from his dismissal, he will resume all seniority rights; member leaving the service of company of his own free will, forfeits all seniority rights.

CLAUSE 5. At any time the railway company wishes to change the schedule it is agreed there shall be a list of runs posted on all bulletin boards for a period of five days previous to such change, and all employees to have their respective places in accordance with their continuous age in the employ of the company; priority of service always to determine an employee's rights on the division where he is employed. It being understood that the oldest employee has first choice, and the others in the order of their seniority.

It is understood and agreed that not to exceed 50 per cent of one-man car jobs can be bid in by conductors.

CLAUSE 6. All lost articles turned into the company's office shall have a tag attached thereto by the dispatcher or whoever is in charge of said office, giving a coupon with the same number as the tag to the employee turning in the article, this bearing a brief description of the article and the time and place the article was found. On presentation of the coupon after the expiration of 30 days, the article shall be returned to the party finding the same, unless it shall have been returned to the owner. When an article is returned to the owner, the tag with name and address on the back shall be removed and returned to finder, and with date returned to owner.

CLAUSE 8. All motormen to be allowed to wear overalls and jumpers, same to be kept in a cleanly condition.

CLAUSE 9. Seniority always to determine an employee's rights in marking the extra board. Oldest employee to be given first choice and so on according to their continuous age in service. It being agreed that the board shall be marked on the western division at 2 p. m., and on the southern division at 3 p. m. each day; all regular men to have a right to be off when an extra man is available.

CLAUSE 12. Except as provided in clause 21, all trainmen to have the privilege of living where they please, so long as they can reach their work on any scheduled passenger train, except parlor car, that is scheduled to arrive on or before their leaving time. Trainmen shall be paid from the time they are instructed to report for duty at their home terminal until they are relieved at their home terminal.

CLAUSE 13. The company shall furnish suitable trainmen's rooms with lockers at such places where crews relieve one another at terminals. When an extra man is compelled to work out of other than his home terminal, due to no extra man being available at such terminal, the company will assume room-rent expense at "away from home" terminal; such expense to stop as soon as an extra man assigned such terminal is available. Such extra man will have the privilege of holding run, but will assume his own room-rent expense as soon as extra man assigned such terminal is available.

CLAUSE 16. Trainmen shall not be required to clean, coal, sand or grease cars; but [they] will be required to keep newspapers picked up and platform clean while on duty.



CLAUSE 17. Regular men, except on runs that have extra work to complete the 10 hours, will not be compelled to work extra time when there is an extra man available.

CLAUSE 20. All regular runs shall conform to as near a 10-hour workday as possible, and there shall no regular run exist that can not be completed inside of 14 consecutive hours.

CLAUSE 21. It is agreed that seniority rights shall prevail with the following exceptions. Men bidding in positions on line cars must hold them for one year unless jobs are annulled. Men accepting positions as motormen on line cars must live at their terminal, convenient, so they will be available for service on short notice in case of trouble.

CLAUSE 22. \* \* \* Trainmen may retain their seniority rights for 30 days when changing positions from conductor to motorman or motorman to conductor. Trainmen in the service of the company less than five years and accepting positions with the company outside of train service may retain their seniority rights for one year; trainmen in the service of the company in excess of five years accepting positions with the company outside of train service may retain their seniority rights indefinitely.

CLAUSE 23. When any regular trainman is given a leave of absence of 30 days or more there shall be a temporary move up of the runs immediately; and if said member wishes more time, it will be in the hands of the executive board of Division 380 whether or not he be granted further time.

When a man is off duty on account of disability for a period longer than 30 days he will be required, if notified, to furnish a doctor's certificate from any doctor that Division 380 and the company may choose.

The following section relating to shopmen is taken from the agreement of Division No. 312, Davenport, Iowa, with the Tri-City Railway Co. of Iowa, effective June 1, 1926:

SECTION 23. It is agreed that an eight-hour day shall apply to barn men and shopmen working under the following classifications: Carpenters, painters, sewing-machine operators, machinists and helpers, armature winders and helpers, blacksmiths and helpers.

For convenience it may be necessary to have the blacksmiths' and helpers' time overlap, so that at least one man of the craft may be on duty between the hours of 7 a. m. and 5 p. m. This agreed to by the contracting parties.

In all other departments of barn and shop nine hours shall constitute a day's work.

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

It is further agreed that barn men and shopmen shall be paid nine hours on the regular day of Sunday and holiday watch instead of straight time, but it is understood that the men involved in the following day's watch be permitted to leave at 4 p. m. of the Saturday or other afternoon preceding the watch day, drawing full time for that hour. If called on any day other than their regular day for watch, they shall be paid at the overtime rate. A shopman failing to show up for work on his regular Sunday watch without having permission from the company shall be penalized to the amount of overtime paid to man taking his place. Shopmen shall be paid at the overtime rate when called for work other than their watch work on Sundays and the following holidays: New Year's, Decoration Day, July 4, Labor Day, Thanksgiving, and Christmas.

Should a shopman or barn man be called into train service, he shall be paid the maximum wage scale of trainmen and shall be paid overtime for all such work in excess of his regular hours in the shop.

The company further agrees that it will furnish tools, except pliers, screw drivers, claw hammers and knives, to all barn men and shopmen not having them. These tools shall be charged direct to the employee to whom issued, and shall be returned to the company at the time such employee leaves the service. Any tools not returned shall be paid for by employee.

Should a vacancy occur on the day shift night men shall be given preference over nonemployees, provided, however, that the company shall have the right to exercise its judgment in placing such men.

The electrical workers in the employ of electric railways are frequently included among the regular street railway employees, as appears from extracts already given in this group. It occasionally

happens, however, that railway companies engaged also in other lines make agreements with electrical workers apart from their other employees. Such agreements generally vary greatly from agreements made by the same electrical workers' unions with builders. The following extracts are taken from the agreement between the Georgia Railway & Power Co. and Electrical Workers Local No. 84, Atlanta, Ga., for one year from March 1, 1926:

**ARTICLE I.** This agreement shall only apply to employees of the company, members of the brotherhood, who devote all or a portion of their time as employees in what is known as the "electrical department" as electrical workers.

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

**ART. III.** The workday of all employees covered by this agreement, other than "operators," "trouble men," "power-house operators and water tenders at Butler Street and Davis Street plants," and employees in the electric repair shop, shall be nine hours from station to station each day except Saturday, and five hours on Saturday.

The nine-hour day for employees in the electric repair shop shall generally be between the hours of 7 a. m. and 6 p. m. on week days, and between 7 a. m. and 1 p. m. on Saturdays.

In the event any employees are required to report back for overtime work, they shall receive one hour's time at overtime rate in addition to the time put in on the work, and no employee shall receive less than three hours' time at straight time for any call for overtime work, including allowance of one hour at overtime rate as above stated.

That all time worked continuously beyond the scheduled nine-hour day shall be paid for as overtime at the rate of time and one-half.

That the company will provide for all trouble men, linemen, and foremen of linemen in the low-tension line department, one outfit of rubber boots, rubber coat, and rubber hat for use in handling live wires.

**ART. IV.** The workday for employees known as "operators," "load dispatchers," "trouble men," "power-house operators and water tenders at Butler Street and Davis Street stations," shall be 8 hours in any consecutive 24 hours, with time and one-half for all time in excess of the scheduled 8-hour day. It is understood that employees known as "operators," "load dispatchers," "trouble men," "power-house operators and water tenders," work every day in the year and are to receive only straight pay for a day's work on Sunday and on holidays.

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

Whenever an operator is placed in charge of a first-class station and has remained in charge of first-class stations for at least 60 days in the aggregate, he shall thereafter be classified as a first-class operator, so long as he is held subject to call for service in charge of first-class stations.

When a first-class operator is qualified in mechanical experience, he shall be eligible to promotion to station foreman according to seniority rules.

All first-class operators shall be eligible to promotion to load dispatchers according to seniority rules.

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

When a promotion job is open and to be filled under the rule of seniority herein, the company shall give notice by bulletin posted in the department where promotion is to be made, for a period of not less than 10 days.

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

A journeyman in line for promotion to foreman shall be paid at the foreman's rate of pay when he has charge of a gang during the absence of the foreman after one day or longer at any given time, he performing foreman's duties.

ART. VII. In all open work on wires carrying from 2,200 to 6,600 volts, and on trolley wires with opposite polarity, there shall be on the pole tower or frame while the work is being done two journeymen.

Whenever a trolley gang is required to work with ladders on private right of way or other places that can not be reached by the tower car, the company shall provide two extra men to flag approaching trolley cars and two men to carry ladders.

In the high-line department when gangs are called upon to change dead ends on poles or towers or frames while the lines are alive, there shall be provided not less than three journeymen to do the work on pole, tower, or frame, and two men on the ground.

Brush repair men and commutator grinders shall not be required to work at this particular work more than 30 days at the time, with an interval of not less than 90 days before being reassigned to this particular job.

When employees living in the city of Atlanta are assigned to work outside of the 7-mile zone and are detained in work more than 9 hours, the company shall pay board and lodging for such employees for all the time in excess of the first 9 hours.

Drivers of line trucks in the low-tension line department in the city of Atlanta shall receive one-half hour extra pay each day at straight-time rate to cover time of getting truck out of garage before work time in the morning and returning it to the garage at night, and this extra half-hour time shall be paid every day the driver works, whether the truck remains out a full day or not.

This shall also apply to drivers of trucks in the repair shop and station construction departments on such days as such driver is required to get and put up truck at Gilmer Street garage.

ART. IX. The helpers in all departments of the company's business covered in this contract shall be divided into two classes, namely, class A helpers and class B helpers. All new helpers hereafter employed by the company shall be classified as class B helpers. At any time after six months from date of their employment they may be classified upon the judgment of the company on recommendation of their foreman, as class A helpers. No newly employed helper shall be entitled to be considered for classification as a class A helper until after the expiration of six months from the date of his employment; provided, however, that an experienced helper may, upon his employment or at any time thereafter be classified as a class A helper in the judgment of the company on the recommendation of the foreman.

ART. X. When any dispute arises between the company and the brotherhood over which they can not mutually agree during the life of this agreement, the same shall be submitted to a board of arbitrators composed of three disinterested persons, one of the arbitrators to be chosen by the company, one by the brotherhood, and the two arbitrators thus selected shall choose a third. This board of arbitrators so constituted shall hear all evidence and all arguments on the points in dispute, and the written decision of the majority of the board of arbitrators shall be final and binding on the parties hereto. The parties hereto shall each pay the arbitrator of his own selection, and they shall jointly pay the third arbitrator and the other legitimate joint expenses of such arbitration, each party, however, paying its own expenses incurred in preparing and presenting its case. Work shall continue during arbitration.

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

ART. XII. The company agrees to meet and treat with the duly accredited officers and committees that are elected or selected by the brotherhood upon all questions and grievances that may arise between the parties hereto during the life of this agreement.

ART. XIII. Any member of the brotherhood who has been suspended or discharged shall have the right to have his case taken up by the officers or committees of the brotherhood with the duly accredited officers of the company; and in such cases where, upon investigation, it is found and mutually agreed to by the representatives of the brotherhood and the company that such employee who has been suspended or discharged was not at fault, he shall be reinstated to his former position and paid the wages to which he would have been entitled had he continued in the company's employment during the period of suspension or discharge. Nothing herein shall abridge the right of the company to relieve or discharge employees from duty because of lack of work.

ART. XV. The brotherhood and its members agree that during the continuance of this contract there shall be no strikes or walkouts by the brotherhood or its members, and the company on its part agrees that during the continuance of this contract there shall be no lockouts of the brotherhood or its members, it being the mutual desire of both parties hereto to provide during this contract for uninterrupted and continuous service. Nothing herein, however, is intended to prevent the resignation or discharge of individuals, discharges being subject to review under the conditions and in the manner hereinbefore provided for.

Drivers of busses operated by transportation companies generally belong to the motormen and conductors' union and are included in agreements made. Two agreements were made October 21, 1926, by Division No. 517 of the Street and Electric Railway Employees, one with the Gary Railways Co., of Indiana, and the other with the Shore Line Motor Coach Co., a subsidiary of the Gary Railways Co. The latter relates entirely to motor bus operators and garage employees, a few sections from which are here given:

SECTION 2. All regular runs shall pay not less than 9 hours; all swing runs shall be scheduled to be completed within 14 continuous hours. The relief period of 80 per cent of all runs shall be not more than 1 hour, and no run shall have more than one relief period.

SEC. 3. The company shall pay time and a half for time an operator affected by this agreement is worked or held by the company over 9 hours in any one day; provided, that when an operator is detailed on special bus operation, where it becomes necessary for him to be away from his home station for one night or more, he shall be compensated, with all expenses paid, at his regular hourly rate as follows: Operators shall receive a minimum of 9 hours per day for each day or fraction of a day in 24 hours or fraction thereof, commencing at the time of commencement of work. Time and a half shall be paid for all work actually performed in excess of 9 hours' work in any one day. Operators shall be allowed 8 consecutive hours' rest in every 24 hours when on such special operation. Mechanics detailed on such special operation shall be compensated in the same manner, with a minimum day of 10 hours; overtime compensated at time and a half.

SEC. 5. Every operator required to make out and turn in remittances shall be allowed by the company 15 minutes' straight time each day for making out and turning in his remittances.

SEC. 14. The above provisions as to the picking of runs in accordance with seniority of operators shall not apply to the so-called long-distance interurban runs, including the Chicago-Michigan route, the Chicago Loop routes, and other similar routes, extending to points beyond 25 miles from the garages in the cities of Gary or Hammond; but in filling vacancies on such routes the

company shall offer the vacant run to the list of qualified operators of the company in the order of their seniority.

Trainmen and operators of the Gary Railways Co. shall have the right on November 1, and every six months thereafter, to pick in the order of their seniority in the combined list of trainmen of the Railways Co. and motor-bus operators of the Shore Line Motor Coach Co. motor-bus runs on the routes of the Shore Line Motor Coach Co., excepting what is known as said long-distance interurban runs, including the Chicago-Michigan route, the Chicago Loop routes, and other similar routes extending to points beyond 25 miles from the garages in the cities of Gary or Hammond, providing that such railway employees so desiring to pick such runs with the company shall be fully qualified motor-bus operators in compliance with the rules and regulations of the company, or shall so qualify before assuming their duties as such motor-bus operators, and provided further that, when so picking a motor-coach run said operators shall remain in the employ of the company, subject to its rules and regulations, for the period of at least six months before he shall have the right to resume service with the Railways Co.

This same privilege of Gary Railways Co. trainmen and operators picking runs and becoming employees of the company shall extend reciprocally, subject to the same qualifications and conditions, to the motor-bus operators of the Shore Line Motor Coach Co. in relation to the picking by them of railway runs in the operation of the Gary Railways Co.

Whenever employees of either the Gary Railways Co. or the Shore Line Motor Coach Co. pick from train service into motor-bus service, or vice versa, in compliance with the picking provisions of this agreement, their continuous seniority in the service shall not be affected or impaired.

Sec. 19. The company shall procure drivers' licenses for all operators; provided, if an employee leaves the company's employment within six months, he shall refund to the company the cost of all licenses procured for him.

Sec. 19½. In case of road failures, operators shall make, so far as capable, change of tires or any minor repairs to enable the coach to proceed to the nearest garage or to a point where competent aid can be obtained. The company shall supply all coaches with coveralls, waste, and necessary tools.

Sec. 20. The company shall, at its own expense, insure employees covered by this agreement against death and total disability in the amount of \$1,000, and against sickness in the amount of \$20 per week, in any one year, to be paid for 26 weeks during disability, commencing on the seventh day after the disability is incurred.

Sec. 28. Ten hours shall constitute a day's work for all men employed in garages of the company. Time and one-half shall be paid for all time worked over 10 hours in garages in any one day.

## SHIPPING

The employees on board ship are grouped into unions independent of one another, but their agreements are made yearly between the officers of the national organization and their employers, singly or in groups.

### MARINE ENGINEERS

The National Marine Engineers' Beneficial Association of the United States of America is composed of persons licensed by the United States Steamboat Inspection Service or commissioned as engineers in either the United States Navy or the United States Coast Guard Service. Many locals issue wage scales and rules to be observed in their relations with small craft. The national body, however, makes annual agreements with the United States Shipping Board governing the employment of engineers in all services and varying the wages of the different classes of engineers according to the size of craft on which they are employed.

The wage scale, rules, and regulations governing employment of engineers in trans-Atlantic, trans-Pacific, Atlantic, Pacific, and Gulf coast service, effective July 1, 1924, extracts from which were printed in Bulletin No. 393 (p. 114), were continued unchanged for one year from July 1, 1926, with the additional statement that the terms of the agreement were to be applicable to all men "whether or not members of the above-mentioned association or any other similar organization."

#### 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, 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 made with the marine engineers, the wages of the deck officers varying with the size of the craft. The agreement, effective July 1, 1926, is the same as that of July 1, 1924, mentioned in Bulletin No. 393 (pp. 114, 115).

#### SEAMEN

The International Seamen's Union of America is composed of seamen. The national organization consists of local unions variously grouped by districts and by character of work, as stewards, firemen, and fishermen. The agreements are made by these groups with individual employers or with groups of employers or the United States Shipping Board and are generally very brief, relating mainly to wages and hours of labor. The extracts from the agreement of the Alaska fishermen attached to the shipping articles during the season of 1924, printed in Bulletin No. 393 (pp. 115, 116), were continued in the agreement for the seasons of 1925 and 1926.

#### STENOGRAPHERS AND TYPEWRITERS

The stenographers, typewriters, and other office employees are not organized into national unions. A few locals are, however, found in various parts of the country. The agreement of Stenographers, Typewriter Operators, Bookkeepers, and Assistants Union No. 16022 with their employers in Lafayette, Ind., which provides for a five-day week, is as follows:

**ARTICLE 1.** The party of the first part agrees to retain in his employ only members of the Stenographers, Typewriter Operators, Bookkeepers, and Assistants Union No. 16022, and that all new employees eligible to membership in said union shall become members within 30 days.

**ART. 2, SEC. 1.** It is hereby agreed that the party of the first part will establish a minimum wage of \$12 per week for filing and ledger clerks and \$15 per week for stenographers, bookkeepers, and death-claim department.

**SEC. 2.** It is further agreed that an increase of \$1 per week be granted at the end of each six months' service to each class mentioned in section 1 of this article, which increases shall continue until said parties of the second part have been in the employ of said party of the first part sufficient time to reach a wage of \$22 and \$27, respectively, after which time each employee shall be on her own merits. This section to provide further that any employee who is now

receiving the maximum of \$20 and \$25, respectively, shall immediately upon the signing of this agreement receive \$1 increase and six months from date of signing of agreement receive \$1 more.

ART. 3, SEC. 1. Vacation period shall be during the months of July, August, and September.

SEC. 2. Any person taking employment six months previous to the beginning of the vacation period shall be entitled to two weeks' vacation with pay; those taking employment three months previous to the beginning of the vacation period shall be entitled to one week's vacation with pay. Those taking employment after April 1 shall not expect any vacation for that year.

ART. 4, SEC. 1. Working hours shall be from 8 a. m. to 11.55 a. m. and from 1 p. m. to 5 p. m. Work to cease Friday evening at 5 p. m.

ART. 5. There shall be a grievance committee of three appointed from this union, whose duty it shall be to take up with the employer grievances of the local or members thereof.

ART. 6. In consideration of the above the parties of the second part do hereby agree to perform their duties in a conscientious manner to the best of their ability.

ART. 7. This agreement to go into effect March 15, 1926, and expire on the 15th day of March, 1927.

## TEAMSTERS

The International Brotherhood of Teamsters, Chauffeurs, Stablemen, and Helpers of America includes, besides the persons mentioned in the title of the union, those who work in and around stables and garages, or load and unload wagons and automobiles. The individual unions in smaller towns are composed of all classes of workers. In the larger cities the individual locals generally contain members doing kindred work only, extending sometimes to persons but loosely connected with teamsters' work, 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 are made with individual or organized employers. They are generally short and call for employment of union men only, an arbitration plan, overtime at increased rates, and wages varying according to the character of the work done, the size of the truck, or the number of horses driven.

The agreement of Local No. 553 with the Coal Merchants' Association (Inc.), Greater New York, January 1, 1926, is here given in full, except for the section relating to wages:

SECTION 2. Nine hours to constitute a day's work, exclusive of one hour as near the middle of the day as possible. Overtime to be paid as single time for the first hour and double time thereafter. Time to be taken when reporting at stable or garage in the morning and on leaving same at night. Drivers to receive a time slip; time to be taken in the morning and evening. Overtime to be paid according to time slips. Any driver, chauffeur, or helper starting later than 7 a. m., time to be taken from 7 a. m. Drivers and chauffeurs are not expected to shovel, carry, or trim coal, but they must make delivery into the hole when it is not shoveled or trimmed across the sidewalk, but in cases where there may be from 300 to 500 pounds of coal left in truck or on the sidewalk, they are expected to go into cellar and pull down, instead of calling for a trimmer or leaving the coal on the sidewalk and driving away; and they must be sure in all cases that the coal cover is securely fastened and fitted into the hole before they leave. All men covered by this agreement to receive not less than a full day's pay.

SEC. 3. Drivers are not expected to do stable or garage work on Sunday. Men covered by this agreement, if they work three days in the holiday week, to be paid a day's pay for the following holidays: New Year's, Lincoln's Birthday, Washington's Birthday, Decoration Day, July 4th, Labor Day, Election Day, Columbus Day, Thanksgiving Day, and Christmas. If they work on any of these holidays, they will be paid an additional hour for every

hour they work, up to the hours, and two hours for every hour thereafter. In holiday weeks, time to be figured as beginning on Mondays. This holiday pay is for regular employees only or men on the extra list. A new man who is not on the list, who begins work in a holiday week, is not entitled to the holiday pay. Double time after nine hours.

SEC. 4. Men ordered out to work on Sunday shall be paid for the full day at single-time rate, and shall be paid single time additional for each hour worked.

SEC. 5. For the months of June, July, August, and September, drivers who work five hours on Saturday in the morning, to receive a full day's pay for same, double time thereafter. For the months of July and August, every man covered by this agreement who works three days in the week and who reports at starting time Saturday morning, to receive Saturday's pay, whether or not the employer requires him to work. It is optional with the party of the first part as to whether they use helpers on automobile trucks or not, but if they do, they must employ men belonging to the teamsters' organization, if available. Chauffeurs must load their own cars from chutes in yard, but dealers must provide a rope fastened to chute handle, so as to make it possible for the chauffeur to load his truck quickly and easily and avoid the necessity of getting on and off the truck two or three times while loading. Chauffeurs must also take off and put on coal on their trucks on the scale.

SEC. 6. In hiring chauffeurs, drivers working for the firm to receive first preference, but in all cases must be placed on the end of chauffeurs' steady list. It must be understood that no one but members of Local 553 can operate cars or trucks in or around the yard that are being used for the delivering of coal. All cars and trucks to have sheds on for the protection of the drivers.

SEC. 7. Members of the International Brotherhood of Teamsters, with paid-up cards, to be employed. New men taken on by the firm must join the union at the first regular meeting of the party of the second part. In the event of employers hiring cars or teams, none but union men to be employed whenever possible. If any concern is unfair, it shall not be a violation of this agreement for men to refuse to work for them.

SEC. 8. It is further understood that during the dull season of the year preference shall be given to the older drivers, according to their time of service with the party of the first part.

SEC. 9. Should any difference arise between the employer and employees outside of violation of this agreement, which can not be adjusted by the representatives of the local union herein mentioned, the same to be submitted to arbitration, the arbitration board to consist of an equal number of employers and teamsters. On failure to agree, they shall mutually select an umpire, whose decision shall be final and binding on both parties. No strike or lockout to take place pending decision.

The following articles are taken from the agreement of Hay and Grain Teamsters Local No. 732 with the Chicago Feed Dealers Association, August 28, 1926:

ARTICLE I. The party of the first part agrees to employ members of the Chicago Hay and Grain Teamsters' Union Local No. 732 in good standing and carrying the regular working card of the said union, but party of the second part concedes the right of the party of the first part to hire and discharge whomsoever they may please and the party of the first part pledges itself not to in any way interfere with or prevent the proper solicitation for membership in said Local No. 732, and furthermore agrees that its members will accept and pay to the business agent of said local union any order which one of their employees may draw upon them, not in excess of the amount due said employee, it being understood that any amount in excess of \$6 per week paid by such employee shall be his voluntary act after being informed that he could not be required to pay a larger amount per week than \$6.

ART. II. \* \* \* Time and one-half shall be paid for any work done on Sundays and on Saturday afternoons after 1 o'clock.

Employees are not to be compelled to do any work on Sundays without their consent. In the event of teamsters reporting for Sunday or holiday work in the barn, not more than one man is to be called for 10 horses, employees to take turn about unless mutually agreed otherwise, and shall be paid therefor at the rate of time and one-half per hour.



Under no circumstances are the men to be required to work on Labor Day and they shall receive pay for same.

\* \* \* They shall receive one hour's pay for reporting and cleaning horses on rainy days. The employer having the right to lay them off the rest of that day, provided that no discrimination shall be shown against any one man.

Any teamster or chauffeur who is not notified the night before not to report for work the following day, and who reports for work shall have one hour's pay, and unless he is notified by 6.30 a. m. that there is no work that day, he shall have one-half day's pay or be furnished with other employment at his scale of wages; if not notified by 1 p. m. that there is no work in the afternoon, he shall have one-half day's pay or be furnished with other employment at his scale of wages. Teamsters and chauffeurs so notified and not back at barn or garage by 1 o'clock shall be paid overtime at the regular rate for time made after 1 p. m.

Any employee, having worked for the first five days in any week and being laid off on Friday night, is to receive pay for one-half day of the Saturday of such week.

Any hay and grain teamster or chauffeur required to handle fuel are to receive compensation for the hours devoted to such work as provided in the working agreement between the Chicago Coal Merchants Association and the teamsters and chauffeurs employed by its members in effect at the time such work is done.

ART. III. Working hours, including care of stock on working-days, shall be from 6 a. m. in the barn, with one hour to be allowed for lunch, to 6 p. m. in the barn on every day except Saturday, which time shall be from 6 a. m. to 1 p. m.

It is understood that the aforesaid working hours apply to every week day excepting Saturday, when the working hours shall be from 6 a. m. to 1 p. m. It is further understood that all other provisions of this article apply to Saturday, but with 1 o'clock as the basis of the conclusion of work, subject to the following stipulations: Whenever it is impossible before 1 o'clock on Saturday to put on and discharge a load, or to put on a load to be left on the wagon overnight, the driver is to be dismissed at 1 o'clock: *Provided, however,* That in the event it becomes necessary, in order to save demurrage or to supply the immediate emergency needs of a customer, teamsters and chauffeurs may be required to load and unload at any time after 1 o'clock upon the payment of overtime as follows: Time and one-half after 1 o'clock p. m.

The agreement between the Ice Cream Drivers and Helpers Local No. 717 and the Chicago Ice Cream Manufacturers Association, effective May 1, 1926, is here given nearly complete except for the article relating to wages:

ARTICLE 1. The parties of the first part agree that their various members shall employ exclusively, during the period of time covered by this contract, ice cream drivers in their ice cream business who are members of the organization of the party of the second part, and in consideration thereof the party of the second part agrees that it will supply to the parties of the first part from among the members of the said second party, men of unquestionable character as hereinafter provided.

ART. 2. \* \* \* And in addition to said salaries, there shall be paid said drivers during the entire period of time covered by this contract 7 cents per gallon for all ice cream delivered by said drivers, except as provided in the following paragraph:

Any ice cream novelty retailing at 5 cents each, drivers to receive 2 cents per dozen.

Any ice cream novelty retailing at 10 cents each, drivers to receive 5 cents per dozen.

Drivers shall receive 10 cents per 100 for all cartons delivered to customers on said route, also pertaining to cartons delivered on which the ice-cream company allows their name to be used. It is further agreed that the employer will grant compensation on all other goods delivered by driver other than ice cream and cartons, such matters to be adjusted by joint labor committee.

Drivers shall only be required to work six days each week. There shall be seven drivers for every six routes, every driver to alternate weekly on his day off, the swing man to receive one-seventh of the regular driver's weekly earn-

ings, which one-seventh is to be deducted from the regular driver's weekly earnings. In the event that the swing man is not available to relieve route driver on his regular day off, the regular driver shall be required to work and shall receive full earnings for his route for that week. All drivers must take one day off each week when swing man is available.

It is further agreed that no commission shall be paid on any ice cream delivered on a route after the regular driver has finished his route for the day.

Special drivers are to do any work assigned to them by their employers, except to work in the hardening or freezing room.

Drivers are to keep cabs and windows, tail gates, and center of truck in a neat and clean condition, and to see that fountain boxes and cabinets are kept clean, and in the event of truck becoming disabled, to unload same as directed by employers, to assist in supplying gas, oil, and water to their trucks. To deliver all advertising matter and see that same is properly displayed in the stop and on quitting stop to pick up cans, skeletons, and brick cans and bring such cans, skeletons, and brick cans with hose into plant, to promptly and honestly account for any and all collections of money, checks, or I O U's without any deductions whatever, to protect the property of the employer in their possession, and to avoid any and all unnecessary breakage, damage, or losses to equipment or parts thereof, and in general to use their best endeavors to promote the interests of their employers at all times.

The employer shall furnish all necessary tools and equipment to enable the driver to perform his duties as an ice cream driver, and shall deliver and pick up cabinets. Drivers not to be required to harness or unharness horses, clean or wash wagons, harnesses, or machines, or to grease or flush machines. Drivers are not to be required to carry salt for their trucks from any basement salt bin.

It is understood and agreed that nothing herein shall be construed to permit any driver to deduct any salary or commission, or amount claimed to be due him, from any funds of the employer which he may have collected, and the turning in by any driver of a false I O U for the using for personal use of any money so collected by any employee or deduction from moneys in violation of this provision shall be considered grounds for discharge of such driver, and any driver so discharged, or who shall voluntarily leave the employment of such employer, must make a satisfactory settlement with his former employer before he shall be considered in good standing with the party of the second part.

ART. 3. It is further understood that any driver employed for one year by any one firm shall be given a vacation of two weeks and the sum of \$110. Said term of one year's employment must end in the period between October 1 and March 1, and the said vacation shall be given during the period between October 1 and March 1.

It is understood that sickness or injury shall not be considered an interruption to continuous employment, nor shall members of Local 717 lose their right to a vacation through the amalgamation of two or more firms signing this agreement. All eligible are compelled to take a vacation. Vacation money of \$110 is to be given driver when he leaves to take his vacation. It is further agreed that any driver whose route is pulled off in the fall and said driver is employed by the same firm he shall be entitled to his vacation.

ART. 4. It is further agreed that no member of Local 717 shall under any circumstances give, furnish, sell, or allow to be taken any ice from his wagon or machine, other than for the icing of ice cream. Any member violating this rule shall be fined \$50 for the first offense and suspended indefinitely from Local 717 for the second offense.

ART. 5. It is agreed that drivers shall continue to hire helpers as usual. Parties of the first part reserve the right to pass upon the fitness of such helpers as may be employed by said drivers, and to that end it is agreed that only such helpers as shall be approved as to fitness and desirability by the superintendent of the employer's plant shall be employed.

ART. 6. There shall be a steward at each plant or branch thereof to see that the members of Local Union No. 717 live up to the rules of the union and the employer. Said steward shall be elected by the union or members employed at said plant or branch. No discrimination shall be shown said steward for performing his duties.

ART. 7. It is agreed that should any grievance or difference arise between the party of the first part and any union affiliated with the party of the second part, no sympathetic strike or lockout will be ordered by the second party unless conciliation or arbitration has been refused by party of the first part.

ART. 8. Should any difference arise between the employers and the employees which is not covered by this agreement and which can not be adjusted between them it shall be referred to a committee of three, one to be selected by the employers, one by the employees, and the other to be selected by the first two, who shall constitute a committee to adjust said differences; and while the matter is being adjusted there shall be no lockout, strike, and the decision of the committee shall be final and binding.

## TELEGRAPHERS, COMMERCIAL

The Commercial Telegraphers' Union of America embraces all branches of the telegraph service except that on railroads, and makes agreements by system divisions grouped under three heads—commercial, press, and broker. A press agreement was printed in Bulletin No. 393 (pp. 122, 123). The following extracts are taken from the three-year agreement made with the Canadian Marconi Co. by the Canadian Marconi Wireless System Division, No. 59, effective April 1, 1926:

ARTICLE 1, CLAUSE A. A list showing the seniority as at December 31, 1925, of all telegraphers and the divisions to which they are attached shall be supplied the general chairman and the general secretary-treasurer of Canadian Marconi Wireless System Division, No. 59, Commercial Telegraphers' Union of America, by March 1, 1926, and such list shall be kept up to date monthly by advising these officers of any changes. Subsequent lists shall show divisions of new entrants.

CLAUSE B. The right of seniority shall govern in all cases, ability, technical and otherwise, being equal.

ART. 2, CLAUSE A. Any telegrapher in good standing whose services have been dispensed with on account of reduction in staff shall be given preference in the filling of new positions or vacancies, ability, technical and otherwise, being equal.

ART. 3, CLAUSE A. In case of reduction of staff, the junior telegrapher shall be dispensed with first, having due regard to the exigencies of the service, ability, technical and otherwise, being equal.

ART. 4, CLAUSE A. Two weeks' leave of absence, with full wages and maintenance allowance as per scale, shall be due to telegraphers upon completion of each one full year's service at coast stations. Applications in writing therefor shall be made within 30 days, subsequent to expiry of date due, and shall be granted, at the company's convenience, as soon as possible thereafter.

CLAUSE C. Vacation periods shall not be cumulative, and payment in lieu of lapsed vacations shall not be made.

CLAUSE D. Generous effort shall be made to grant vacations of uncertain and variable duration, and with full wages as per scale, to ships' telegraphers who have been on extended voyages immediately prior to their return, and who have been unable to secure vacation for a prolonged period.

ART. 5, CLAUSE A. In the event of a three-man station being short-staffed, thereby making it necessary for the remaining two telegraphers to keep a constant watch between them, overtime for the extra duty in excess of 8 hours per day shall be paid at the rate of time and one-half of the regular daily wage computed on the basis of 365 working-days per year, exclusive of allowances.

ART. 7, CLAUSE A. Telegraphers leaving the service of their own accord shall be required to give the company 15 days' previous notice in writing, and acknowledgment of the receipt of such notice shall be sent without delay by the proper authority.

CLAUSE B. The company shall be required, in the event of reduction in staff, to give 15 days' previous notice in writing, or 15 days' wages, inclusive of all allowances, in lieu thereof.

CLAUSE E. A telegrapher leaving the service shall, upon application, be furnished with a certificate by the company, stating length of service, capacity in which employed, and (if desired by the telegrapher) a recommendation as to character and ability, and such certificate shall be available to the telegrapher with his settlement check and within a reasonable time.

ART. 8, CLAUSE A. Wage scale: First year, \$70 per month; second year, \$75 per month; third year, \$85 per month; fourth year, \$95 per month; fifth year, \$105 per month; sixth year, \$115 per month.

CLAUSE B. In addition to the above scale, an allowance of \$40 per month shall be paid where maintenance is not furnished.

CLAUSE C. Full maintenance allowance shall be paid in all cases where a coast-station telegrapher has been temporarily assigned to ship service for a period of two weeks or less.

CLAUSE D. In addition to the above scale and allowances, a bonus of \$15 per month shall be payable to regularly appointed officers in charge of coast stations, and a bonus of \$10 per month shall be payable to officers in charge of ship stations carrying two or more telegraphers.

CLAUSE E. Regularly appointed officers in charge of coast stations shall suffer no loss of bonus through absence on regular vacations, but such bonus shall not be payable to substitutes.

CLAUSE G. All uniform trimmings shall be supplied by the company free of charge to wireless officers serving on ships where uniforms are required to be worn.

ART. 9, CLAUSE A. Fuel shall be supplied by the company in accordance with actual requirements for operating individual stations other than dwellings, it being understood that the foregoing shall not apply to coast stations where maintenance allowance is not paid.

CLAUSE B. The company shall supply light for all stations and dwellings attached thereto.

CLAUSE C. The company shall pay all taxes on station property and buildings.

CLAUSE D. Rentals on dwellings shall not be more than \$9 per month.

CLAUSE E. The company shall not be held liable for loss by fire or through other causes, to telegraphers' personal property in stations or dwellings.

ART. 10, CLAUSE D. A ship's telegrapher whose vessel is laid up at a point away from his divisional headquarters, and there being no further work available for said telegrapher, necessitating his being laid off, he shall be entitled to wages, transportation, and expenses until his return to his divisional headquarters.

ART. 11, CLAUSE A. In all cases of transfer, sufficient funds shall be advanced to cover reasonable expenses incurred, and telegraphers traveling upon the company's service shall be entitled to first-class rail and steamship fare, hotel accommodation, and board.

CLAUSE B. Vouchers (where procurable) shall be obtained and shall be filed with the company when statements of expense are submitted.

CLAUSE D. No telegrapher shall be transferred unjustly or unfairly, and married men when being transferred on the initiative of the company shall, immediately prior to transfer date, and without monetary loss to themselves, be freed from station (coast station) duty for four days.

ART. 12, CLAUSE A. The company undertakes to insert in its future agreements with shipowners, for the provision of telegraphers' service, a clause providing that the shipowners shall furnish wireless officers with medical and other attendance and comfortable sleeping accommodation in accordance with the terms of the ship's articles, and where more than one wireless officer is employed, to provide sleeping accommodation for them in a suitable room separate from the wireless cabin.

ART. 13, CLAUSE A. No deduction from wages or allowances shall be made where a telegrapher is traveling on the company's service.

CLAUSE B. In the case of transfer of a telegrapher from one station to another, traveling expenses shall be paid in lieu of maintenance allowance.

ART. 14, CLAUSE B. It is understood and agreed that this agreement does not apply to the coast stations in Newfoundland operated by the company under contract with the Newfoundland Government, and that any arrangement governing the wages and conditions of employment on such stations shall be in the nature of a supplementary agreement.

## TELEPHONE OPERATORS

The telephone operators form a group or department in the International Brotherhood of Electrical Workers. Wages vary with the

length of service. Extracts from the agreement of Local 78-A with the Kinloch-Bloomington Telephone Co., of Bloomington, Ill., July 28, 1925, were printed in Bulletin No. 419 (pp. 149, 150).

## 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 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 very generally incorporated into the agreements made by the locals. Extracts from the latter were printed in Bulletin No. 393 (pp. 123, 124).

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 six days generally 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. 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 the Moving Picture Operators Local No. 519 and the theaters of Mobile, Ala., September 6, 1926:

1. That the party of the first part agrees that all his, her, or their moving-picture machines and apparatus pertaining thereto shall be operated by members in good standing with the party of the second part, and none of the work of operating said moving-picture machines and apparatus pertaining thereto shall be done by others than such members as are supplied by the party of the second part.

2. The party of the second part hereby agrees to furnish such operators to perform such services at such theaters at such times as may be required, subject, however, to the provisions of this contract and the provisions of the wage scale hereto attached and signed by the parties hereto and marked "Exhibit A" to this contract and made a part thereof.

3. The party of the first part, in consideration of the agreement to the terms and conditions of this contract by the party of the second part, hereby guarantees to the party of the second part the payment of such member or members of the International Alliance of Theatrical Stage Employees and Moving-Picture Machine Operators Local No. 519 as may be employed by the party of the first part, the salary of such member or members promptly and in accordance with the terms of this contract.

5. 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 (except in case of drunkenness or dishonesty, in which case no notice shall be required).

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 (except in the case of nonpayment of salaries when due, which shall be sufficient cause for immediate cancellation of relations).

7. As the party of the second part is a member of the International Alliance of Theatrical Stage Employees and Moving-Picture Machine Operators of the United States and Canada, nothing in this contract shall ever be construed to interfere with any obligation the party of the second part owes to such International Alliance by reason of prior obligation.

8. The party of the first part shall have the right to make such rules and regulations as may be necessary for the conduct and management of the performances and working conditions, and the party of the second part agrees that its members shall obey all legitimate house rules and directions of any authorized representative of the party of the first part, provided that such rules and directions have been presented to the party of the second part officially, and then posted in a conspicuous place in the booth; providing also that such rules and directions do not conflict with the terms of this contract, with the by-laws and working rules now in force with the party of the second part; with the rules and regulations of the International Alliance of Theatrical Stage Employees and Moving-Picture Machine Operators, or the laws and ordinances of the State of Alabama and the city of Mobile or other places within the jurisdiction of the party of the second part. Any changes in said rules or regulations shall necessitate a two days' notice in advance of the operation of such proposed change.

9. A day's work shall consist of not more than six and one-half hours.

10. Overtime shall be paid for by the party of the first part to members employed under this contract at the rate of double time for each hour or fraction thereof.

12. The president, secretary, and business agent to be admitted to the machine room at all times.

13. Operators shall confine their duties to the machine room exclusively. No member of this union will be permitted to infringe on the rights of another union.

15. The operator shall not be required to carry films to or from the theater.

16. To practice no discrimination against any member of the party of the second part on account of his union activities.

17. To permit the display of the official emblem slide of the party of the second part on the screen before or after each performance.

26. Seven days shall constitute a week, except when calculating salary for fraction of week, when six days shall constitute a week.

27. Vaudeville house—six days constitute a week.

The following extracts are taken from the two-year agreement of Local No. 38, Detroit, September 1, 1926:

All men in the carpenter and electrical department shall report 30 minutes before curtain time.

Property department men to report 45 minutes before curtain time.

Their duties shall consist of setting and striking all scenes of said regular performance.

All other labor performed shall be paid for at overtime scale.

Men used to take down scenery, etc., during performance shall be paid one hour overtime for same.

No member of this local shall donate his service for any benefit under no circumstances.

This local is not to be held responsible for articles borrowed to be used on any stage, or by any member of this local, they acting as agent for management when same has been borrowed for theater's use.

No stage employee shall be permitted to leave his post during performance without permission from the head of the department under which he is working. Violation of this rule subject to section 41 of the by-laws.

All positions filled through the office by business representative.

All men contemplating laying off must notify office 24 hours in advance so men can be obtained to fill their position in plenty of time.

## UPHOLSTERERS

The Upholsterers' International Union of North America comprises upholsterers of all kinds of furniture, vehicles, and cushions, hangers of draperies, curtains, window shades, and awnings, linoleum and carpet cutters and layers, mattress and box-spring makers, and the like. Generally all are grouped into one union, though in a few cities the individual branches are separately grouped. The agreements are generally with individual proprietors, call for a union shop, a 44-hour week, and an overtime rate. The following provisions are taken from the agreement of Local No. 37, Boston, September 1, 1926:

ARTICLE I, SECTION B. All help required covered by this agreement shall be hired through the union representative only. If an employee leaves the shop he shall notify the employer three days before and the employer may request a conference with the agent of the union.

SEC. C. If the union is unable to supply the help required, the firm may advertise in any form for journeymen and journeywomen available, but must insert the words "union shop." The union shall be given 16 working hours' notice by the firm before advertising.

Said journeymen or journeywomen employed shall apply for membership in the union after a period of one week.

SEC. D. The firm shall cease to employ any employee who is not a member in good standing of this union, and who does not comply with and conform to the laws and regulations of this union, whenever the firm shall be notified to that effect by the representative of the union.

ART. II, SEC. A. One apprentice shall be allowed to every five journeymen employed or major part thereof.

NOTE.—Apprentices are those who receive less than the minimum wage set for journeymen.

SEC. C. Apprentices shall serve a period of two years and shall work the same hours as the journeymen.

SEC. D. In cases where more apprentices are allowed according to agreement, they shall be employed through the union, and at the end of the first three months of employment he shall become a member of the union.

SEC. E. If, in the opinion of the union, an apprentice is not being advanced according to his skill, the matter is to be sent to the arbitration board, their decision to be final and binding on both parties.

SEC. F. To assure the apprentices the necessary opportunity of securing a thorough knowledge of the trade and as rapid advancement as possible, after he has served six months he shall not be required to work at any other work than at the bench.

All apprentices who have served the required amount of time shall be increased to journeymen's rate of wages upon the signing of this agreement.

SEC. H. When the journeymen in the shop are not working, no apprentice shall be allowed to work.

ART. III, SEC. B. Springers shall be allowed to spring up seats and arms only.

SEC. D. Future apprentices shall be taken from the springers.

ART. IV, SEC. A. Forty-four hours shall constitute a week's work for all employed and covered by this agreement. The hours of work shall be from 8 a. m. to 12 noon and from 1 p. m. to 5 p. m. the first five days of the week. The hours of work on Saturday shall be from 8 a. m. to 12 noon. No work shall be performed Saturday afternoon either in the shop or on the outside for the firm under any circumstances.

SEC. B. All work performed outside of the hours set forth in the preceding paragraph shall be paid for from September 1 to December 31 at the rate of time and one-half; and from January 1 to August 31 at the rate of double time.

SEC. C. All work performed on the following legal holidays: New Year's Day, Washington's Birthday, Patriot's Day, Decoration Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day, and Christmas Day, and any other day declared a holiday by the State or National Government, or days celebrated as such, shall be paid for at the rate of double time.

SEC. D. No work shall be performed on the first day of May.

SEC. E. All overtime work shall be distributed equally among the employees in the shop, except to finish out a job.

SEC. F. When there is not sufficient work for all employees to put in full time, the work shall be divided equally among the journeymen and equally among the apprentices at same time.

SEC. G. Any person employed by a firm after two weeks shall be considered a member of the shop crew and must be allowed his or her share of the work.

SEC. I. No checks shall be issued by any employer to members of the union in payment of wages, but shall be paid in cash only.

ART. VI, SEC. A. Foremen who do work classified as journeymen's work shall be required to be members of the union; they shall receive not less than the minimum wage scale fixed by the union, and they shall work the same hours as the other members of the union.

ART. VII, SEC. A. The shops shall be kept in sanitary condition, and materials used shall conform to the sanitary laws of this Commonwealth.

SEC. B. No member of the union will be allowed to work in any shop where secondhand materials are used.

ART. X, SEC. A. The authorized representatives of the union shall be permitted to visit the workrooms when occasion requires.

ART. XI, SEC. A. After the signing of this agreement, any controversy that can not be adjusted between the parties to this agreement shall be referred to a board of arbitration consisting of two representatives from each side, who, after hearing the facts, shall decide the issue by a majority vote. If they are unable to settle the controversy in this manner, they shall select a fifth impartial chairman who shall hear the facts, together with the other four members of the board, and the issue shall then be decided by a majority vote, the decision to be binding upon both parties to the controversy.

ART. XIII. This agreement shall be continuous from year to year unless changed by either side, except as otherwise herein provided. Either side desiring to make changes in this agreement from September 1, 1926, or the first of each succeeding year, shall give 30 days' notice before September 1 of such intentions.

The following extracts, additional to the above, are taken from the 1926 agreement of Local No. 48, Cleveland:

All overtime to be paid for at one and one-half times the single-time rate.

Saturday afternoons, Sundays, and legal holidays to be paid for at twice the single-time rate.

Apprentice carpet and linoleum layers shall serve an apprenticeship of three years.

It shall be understood that an apprentice sewer is one who shall have been employed for less than one year at this class of work.

Employees who may be sent out of the city to do work and who may be required to remain away over night shall be allowed all transportation costs, board, and lodging, and shall be paid as follows: From 8 a. m. to 4.30 p. m. daily, Saturday afternoons, Sundays, and legal holidays excepted, shall be paid at the single-time rate; Saturday afternoons, Sundays, and legal holidays to be paid for at twice the single-time rate per hour. From 4.30 p. m. to 8 a. m. to be paid for at one and one-half the single-time rate per hour.

If sleeping-car accommodations are provided, no travel time shall be paid for after the first six hours above mentioned. If no sleeping-car accommodations are provided the entire traveling time shall be paid for at one and one-half the single-time rate per hour.

When employees are required to travel Saturday afternoons, Sundays, or legal holidays, twice the single-time rates per hour shall be paid.

Car fare shall be allowed to and from all jobs in the city outside of a one-mile radius from the firm's workshop.

## WALL-PAPER CRAFTS

The agreements made by the United Wall Paper Crafts of North America are international only. Extracts from those made for three years in 1923 were printed in Bulletin No. 393 (pp. 126-128).



## LIST OF BULLETINS OF THE BUREAU OF LABOR STATISTICS

*The following is a list of all bulletins of the Bureau of Labor Statistics published since July, 1912, except that in the case of bulletins giving the results of periodic surveys of the bureau only the latest bulletin on any one subject is here listed.*

*A complete list of the reports and bulletins issued prior to July, 1912, as well as the bulletins published since that date, will be furnished on application. Bulletins marked thus (\*) are out of print.*

### **Conciliation and Arbitration (including strikes and lockouts).**

- \*No. 124. Conciliation and arbitration in the building trades of Greater New York. [1913.]
- \*No. 133. Report of the industrial council of the British Board of Trade on its inquiry into industrial agreements. [1913.]
- \*No. 139. Michigan copper district strike. [1914.]
- No. 144. Industrial court of the cloak, suit, and skirt industry of New York City. [1914.]
- No. 145. Conciliation, arbitration, and sanitation in the dress and waist industry of New York City. [1914.]
- \*No. 191. Collective bargaining in the anthracite coal industry. [1916.]
- \*No. 198. Collective agreements in the men's clothing industry. [1916.]
- No. 233. Operation of the industrial disputes investigation act of Canada. [1918.]
- No. 255. Joint industrial councils in Great Britain. [1919.]
- No. 283. History of the Shipbuilding Labor Adjustment Board, 1917 to 1919.
- No. 287. National War Labor Board: History of its formation, activities, etc. [1921.]
- No. 303. Use of Federal power in settlement of railway labor disputes. [1922.]
- No. 341. Trade agreement in the silk-ribbon industry of New York City. [1923.]
- No. 402. Collective bargaining by actors. [1926.]
- No. 419. Trade agreements, 1925.

### **Cooperation.**

- No. 313. Consumers' cooperative societies in the United States in 1920.
- No. 314. Cooperative credit societies in America and in foreign countries. [1922.]
- No. 437. Cooperative movement in the United States in 1925 (other than agricultural).

### **Employment and Unemployment.**

- \*No. 109. Statistics of unemployment and the work of employment offices in the United States. [1913.]
- No. 172. Unemployment in New York City, N. Y. [1915.]
- \*No. 183. Regularity of employment in the women's ready-to-wear garment industries. [1915.]
- \*No. 195. Unemployment in the United States. [1916.]
- No. 196. Proceedings of the Employment Managers' Conference held at Minneapolis, Minn., January, 1916.
- \*No. 202. Proceedings of the conference of Employment Managers' Association, Boston, Mass., held May 10, 1916.
- No. 206. The British system of labor exchanges. [1916.]
- \*No. 227. Proceedings of the Employment Managers' Conference, Philadelphia, Pa., April 2 and 3, 1917.
- No. 235. Employment system of the Lake Carriers' Association. [1918.]
- \*No. 241. Public employment offices in the United States. [1918.]
- No. 247. Proceedings of Employment Managers' Conference, Rochester, N. Y., May 9-11, 1918.
- No. 310. Industrial unemployment: A statistical study of its extent and causes. [1922.]
- No. 409. Unemployment in Columbus, Ohio, 1921 to 1925.

### **Foreign Labor Laws.**

- \*No. 142. Administration of labor laws and factory inspection in certain European countries. [1914.]

### **Housing.**

- \*No. 158. Government aid to home owning and housing of working people in foreign countries. [1914.]
- No. 263. Housing by employees in the United States. [1920.]
- No. 424. Building permits in the principal cities of the United States, 1925.

### **Industrial Accidents and Hygiene.**

- \*No. 104. Lead poisoning in potteries, tile works, and porcelain-enameled sanitary ware factories. [1912.]
- No. 120. Hygiene of the painters' trade. [1913.]
- \*No. 127. Dangers to workers from dust and fumes, and methods of protection. [1913.]

### **Industrial Accidents and Hygiene—Continued.**

- \*No. 141. Lead poisoning in the smelting and refining of lead. [1914.]
- \*No. 157. Industrial accident statistics. [1915.]
- \*No. 165. Lead poisoning in the manufacture of storage batteries. [1914.]
- \*No. 179. Industrial poisons used in the rubber industry. [1915.]
- No. 188. Report of British departmental committee on the danger in the use of lead in the painting of buildings [1916.]
- \*No. 201. Report of committee on statistics and compensation-insurance cost of the International Association of Industrial Accident Boards and Commissions. [1916.]
- \*No. 207. Causes of death by occupation. [1917.]
- \*No. 209. Hygiene of the printing trades. [1917.]
- No. 219. Industrial poisons used or produced in the manufacture of explosives. [1917.]
- No. 221. Hours, fatigue, and health in British munition factories. [1917.]
- No. 230. Industrial efficiency and fatigue in British munition factories. [1917.]
- \*No. 231. Mortality from respiratory diseases in dusty trades (inorganic dusts). [1918.]
- No. 234. Safety movement in the iron and steel industry, 1907 to 1917.
- \*No. 236. Effects of the air hammer on the hands of stonecutters. [1918.]
- No. 249. Industrial health and efficiency. Final report of British Health of Munition Workers Committee. [1919.]
- \*No. 251. Preventable death in the cotton-manufacturing industry. [1919.]
- No. 256. Accidents and accident prevention in machine building. [1919.]
- No. 267. Anthrax as an occupational disease. [1920.]
- No. 276. Standardization of industrial-accident statistics. [1920.]
- No. 280. Industrial poisoning in the making of coal-tar dyes and dye intermediates. [1921.]
- No. 291. Carbon-monoxide poisoning. [1921.]
- No. 293. The problem of dust phthisis in the granite-stone industry. [1922.]
- No. 298. Causes and prevention of accidents in the iron and steel industry, 1910 to 1919.
- No. 306. Occupational hazards and diagnostic signs: A guide to impairments to be looked for in hazardous occupations. [1922.]
- No. 339. Statistics of industrial accidents in the United States. [1923.]
- No. 392. Survey of hygienic conditions in the printing trades. [1925.]
- No. 405. Phosphorus necrosis in the manufacture of fireworks and in the preparation of phosphorus. [1926.]
- No. 425. Record of industrial accidents in the United States to 1925.
- No. 426. Deaths from lead poisoning. [1927.]
- No. 427. Health survey of the printing trades, 1922 to 1925.
- No. 428. Proceedings of the Industrial Accident Prevention Conference, held at Washington, D. C., July 14-16, 1926.

### **Industrial Relations and Labor Conditions.**

- No. 237. Industrial unrest in Great Britain. [1917.]
- No. 340. Chinese migrations, with special reference to labor conditions. [1923.]
- No. 349. Industrial relations in the West Coast lumber industry. [1923.]
- No. 361. Labor relations in the Fairmont (W. Va.) bituminous-coal field. [1924.]
- No. 380. Postwar labor conditions in Germany. [1925.]
- No. 383. Works council movement in Germany. [1925.]
- No. 384. Labor conditions in the shoe industry in Massachusetts, 1920 to 1924.
- No. 399. Labor relations in the lace and lace-curtain industries in the United States. [1925.]

### **Labor Laws of the United States (including decisions of courts relating to labor).**

- No. 211. Labor laws and their administration in the Pacific States. [1917.]
- No. 229. Wage-payment legislation in the United States. [1917.]
- No. 285. Minimum wage legislation in the United States. [1921.]
- No. 321. Labor laws that have been declared unconstitutional. [1922.]
- No. 322. Kansas Court of Industrial Relations. [1923.]
- No. 343. Laws providing for bureaus of labor statistics, etc. [1923.]
- No. 370. Labor laws of the United States, with decisions of courts relating thereto. [1925.]
- No. 408. Laws relating to the payment of wages. [1926.]
- No. 434. Labor legislation of 1926.
- No. 444. Decisions of courts and opinions affecting labor, 1926. (In press.)

### **Proceedings of Annual Conventions of Association of Governmental Labor Officials of the United States and Canada.**

- No. 266. Seventh, Seattle, Wash., July 12-15, 1920.
- No. 307. Eighth, New Orleans, La., May 2-6, 1921.
- \*No. 323. Ninth, Harrisburg, Pa., May 22-26, 1922.
- No. 352. Tenth, Richmond, Va., May 1-4, 1923.
- No. 389. Eleventh, Chicago, Ill., May 19-23, 1924.
- No. 411. Twelfth, Salt Lake City, Utah, August 13-15, 1925.
- No. 429. Thirteenth, Columbus, Ohio, June 7-10, 1926.

### **Proceedings of Annual Meetings of International Association of Industrial Accident Boards and Commissions.**

- \*No. 210. Third, Columbus, Ohio, April 25-28, 1916.
- No. 248. Fourth, Boston, Mass., August 21-25, 1917.
- No. 264. Fifth, Madison, Wis., September 24-27, 1918.
- \*No. 273. Sixth, Toronto, Canada, September 23-26, 1919.
- No. 281. Seventh, San Francisco, Calif., September 20-24, 1920.

**Proceedings of Annual Meetings of International Association of Industrial Accident Boards and Commissions—Continued.**

- No. 304. Eighth, Chicago, Ill., September 19–23, 1921.
- No. 333. Ninth, Baltimore, Md., October 9–13, 1922.
- No. 359. Tenth, St. Paul, Minn., September 24–26, 1923.
- No. 385. Eleventh, Halifax, Nova Scotia, August 26–28, 1924.
- No. 395. Index to proceedings, 1914–1924.
- No. 406. Twelfth, Salt Lake City, Utah, August 17–20, 1925.
- No. 432. Thirteenth, Hartford, Conn., September 14–17, 1926.

**Proceedings of Annual Meetings of International Association of Public Employment Services.**

- No. 192. First, Chicago, December 19 and 20, 1913; Second, Indianapolis, September 24 and 25, 1914; Third, Detroit, July 1 and 2, 1915.
- No. 220. Fourth, Buffalo, N. Y., July 20 and 21, 1916.
- No. 311. Ninth, Buffalo, N. Y., September 7–9, 1921.
- No. 337. Tenth, Washington, D. C., September 11–13, 1922.
- No. 355. Eleventh, Toronto, Canada, September 4–7, 1923.
- No. 400. Twelfth, Chicago, Ill., May 19–23, 1924.
- No. 414. Thirteenth, Rochester, N. Y., September 15–17, 1925.

**Productivity of Labor.**

- No. 356. Productivity costs in the common-brick industry. [1924.]
- No. 360. Time and labor costs in manufacturing 100 pairs of shoes. [1924.]
- No. 407. Labor cost of production and wages and hours of labor in the paper box-board industry. [1925.]
- No. 412. Wages, hours, and productivity in the pottery industry. 1925.
- No. 441. Productivity of labor in the glass industry. [1927.] (In press.)

**Retail Prices and Cost of Living.**

- \*No. 121. Sugar prices, from refiner to consumer. [1913.]
- No. 130. Wheat and flour prices, from farmer to consumer. [1913.]
- \*No. 164. Butter prices, from producer to consumer. [1914.]
- \*No. 170. Foreign food prices as affected by the war. [1915.]
- No. 357. Cost of living in the United States. [1924.]
- No. 369. The use of cost-of-living figures in wage adjustments. [1925.]
- No. 445. Retail prices, 1890 to 1926. (In press.)

**Safety Codes.**

- No. 331. Code of lighting factories, mills, and other work places.
- No. 336. Safety code for the protection of industrial workers in foundries.
- No. 350. Specifications of laboratory tests for approval of electric headlighting devices for motor vehicles.
- No. 351. Safety code for the construction, care, and use of ladders.
- No. 364. Safety code for the mechanical power-transmission apparatus.
- No. 375. Safety code for laundry machinery and operation.
- No. 378. Safety code for woodworking plants.
- No. 382. Code of lighting school buildings.
- No. 410. Safety code for paper and pulp mills.
- No. 430. Safety code for power presses and foot and hand presses.
- No. 433. Safety codes for the prevention of dust explosions.
- No. 436. Safety code for the use, care, and protection of abrasive wheels.
- No. 447. Safety code for rubber mills and calenders. (In press.)

**Vocational and Workers' Education.**

- \*No. 159. Short-unit courses for wage earners, and a factory school experiment. [1915.]
- \*No. 162. Vocational education survey of Richmond, Va. [1915.]
- No. 199. Vocational education survey of Minneapolis, Minn. [1916.]
- No. 271. Adult working-class education in Great Britain and the United States. [1920.]

**Wages and Hours of Labor.**

- \*No. 146. Wages and regularity of employment and standardization of piece rates in the dress and waist industry of New York City. [1914.]
- \*No. 147. Wages and regularity of employment in the cloak, suit, and skirt industry. [1914.]
- No. 161. Wages and hours of labor in the clothing and cigar industries, 1911 to 1913.
- No. 163. Wages and hours of labor in the building and repairing of steam-railroad cars, 1907 to 1913.
- \*No. 190. Wages and hours of labor in the cotton, woolen, and silk industries, 1907 to 1914.
- No. 204. Street-railway employment in the United States. [1917.]
- No. 225. Wages and hours of labor in the lumber, millwork, and furniture industries, 1915.
- No. 265. Industrial survey in selected industries in the United States, 1919.
- No. 297. Wages and hours of labor in the petroleum industry, 1920.
- No. 356. Productivity costs in the common-brick industry. [1924.]
- No. 358. Wages and hours of labor in the automobile-tire industry, 1923.
- No. 360. Time and labor costs in manufacturing 100 pairs of shoes. [1924.]
- No. 365. Wages and hours of labor in the paper and pulp industry, 1923.
- No. 374. Wages and hours of labor in the boot and shoe industry, 1907 to 1924.
- No. 376. Wages and hours of labor in the hosiery and underwear industry, 1907 to 1924.

**Wages and Hours of Labor—Continued.**

- No. 394. Wages and hours of labor in metalliferous mines, 1924.
- No. 407. Labor cost of production, and wages and hours of labor in the paper box-board industry. [1925.]
- No. 412. Wages, hours, and productivity in the pottery industry, 1925.
- No. 413. Wages and hours of labor in the lumber industry in the United States, 1925.
- No. 416. Hours and earnings in anthracite and bituminous coal mining, 1922 and 1924.
- No. 421. Wages and hours of labor in the slaughtering and meat-packing industry, 1925.
- No. 422. Wages and hours of labor in foundries and machine shops, 1925.
- No. 431. Union scale of wages and hours of labor, May 15, 1926.
- No. 435. Wages and hours of labor in the men's clothing industry, 1911 to 1926.
- No. 438. Wages and hours of labor in the motor-vehicle industry, 1925.
- No. 442. Wages and hours of labor in the iron and steel industry, 1907 to 1926. (In press.)
- No. 443. Wages and hours of labor in woolen and worsted goods manufacturing, 1910 to 1926. (In press.)
- No. 446. Wages and hours of labor in cotton goods manufacturing, 1910 to 1926. (In press.)

**Welfare Work.**

- \*No. 123. Employers' welfare work. [1913.]
- No. 222. Welfare work in British munition factories. [1917.]
- \*No. 250. Welfare work for employees in industrial establishments in the United States. [1919.]

**Wholesale Prices.**

- No. 284. Index numbers of wholesale prices in the United States and foreign countries. [1921.]
- No. 440. Wholesale prices, 1890 to 1926. (In press.)

**Women and Children in Industry.**

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- \*No. 117. Prohibition of night work of young persons. [1913.]
- \*No. 118. Ten-hour maximum working-day for women and young persons. [1913.]
- \*No. 119. Working hours of women in the pea canneries of Wisconsin. [1913.]
- \*No. 122. Employment of women in power laundries in Milwaukee. [1913.]
- No. 160. Hours, earnings, and conditions of labor of women in Indiana mercantile establishments and garment factories. [1914.]
- \*No. 167. Minimum wage legislation in the United States and foreign countries. [1915.]
- \*No. 175. Summary of the report on condition of woman and child wage earners in the United States. [1915.]
- \*No. 176. Effect of minimum wage determinations in Oregon. [1915.]
- \*No. 180. The boot and shoe industry in Massachusetts as a vocation for women. [1915.]
- \*No. 182. Unemployment among women in department and other retail stores of Boston, Mass. [1916.]
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- No. 223. Employment of women and juveniles in Great Britain during the war. [1917.]
- No. 253. Women in the lead industries. [1919.]

**Workmen's Insurance and Compensation (including laws relating thereto).**

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- \*No. 102. British national insurance act, 1911.
- \*No. 103. Sickness and accident insurance law of Switzerland. [1912.]
- No. 107. Law relating to insurance of salaried employees in Germany. [1913.]
- \*No. 155. Compensation for accidents to employees of the United States. [1914.]
- No. 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.
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